

ENDO PUBLIC OPIOID TRUST AGREEMENT

Dated as of April 23, 2024

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ENDO PUBLIC OPIOID TRUST AGREEMENT

This Endo Public Opioid Trust Agreement (the “**Trust**”) Agreement (together with all Exhibits hereto, this “**Trust Agreement**”), dated as of April 23, 2024 and effective as of the Effective Date,¹ implements certain of the terms of the Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its affiliated debtors and debtors-in-possession dated January 9, 2024 (as may be further modified, amended, or supplemented from time to time, and together with all Exhibits and schedules thereto, the “**Plan**”), confirmed by an order entered on March 22, 2024 [Docket No. 3960] (the “**Confirmation Order**”) by the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) in the Chapter 11 Cases of Endo International plc and its affiliated debtors and debtors-in-possession (each a “**Debtor**” and collectively, the “**Debtors**,”) jointly administered under Case No. 22-22549 (JLG) (the “**Chapter 11 Cases**”) is entered into by the initial trustee of the Trust who is further identified on the signature pages hereto (together with any successor trustee serving in such capacity, the “**Trustee**”), and Wilmington Trust, National Association (together with any successor serving in such capacity, the “**Delaware Trustee**”).

RECITALS

WHEREAS, on August 16, 2022, the Debtors commenced cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the Bankruptcy Court;

WHEREAS, the Plan provides, inter alia, for the establishment of an opioid creditor trust in accordance with Section 5.20(e)(i) of the Plan;

WHEREAS, the Confirmation Order has been entered by the Bankruptcy Court and is in full force and effect and the Plan Effective Date has occurred;

WHEREAS, pursuant to the Plan and the Confirmation Order, the Trust shall be established to (i) assume all liability for Allowed State Opioid Claims held by States and certain Territories that are not Prior Settling States (“**Participating Public Opioid Claimants**”); (ii) receive and administer the Public Opioid Consideration under the terms of the Plan; (iii) make or cause to be made distributions on account of the State Opioid Claims held by Participating Public Opioid Claimants in accordance with the Schedule attached hereto as **Exhibit 1**, as the same may be modified pursuant to Section 4.1 hereof (the “**Distribution Schedule**”);² and (iv) carry out such other matters as are set forth in this Trust Agreement;

WHEREAS, it is intended that the Trust shall at all times qualify as a “qualified settlement fund” within the meaning of Section 1.468B-1 et seq. of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code (“**IRC**”), as amended (such regulations, the

¹ Capitalized terms used but not herein defined shall have the meaning ascribed to them in the Plan or the Confirmation Order, or any Exhibits attached hereto, as applicable.

² The Schedule showing the Illustrative Retained Amounts for Prior Settling States, as set forth in Section 6.16(d)(ii) of the Plan, is contained in the Plan Supplement.

“**QSF Regulations**”), and, to the extent permitted under applicable law, for state and local income tax purposes.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1
AGREEMENT OF TRUST

Section 1.1 Creation and Name. There is hereby created the Trust known as the “**Endo Public Opioid Trust**.” The Trustee of the Trust may transact the business and affairs of the Trust in the name of the Endo Public Opioid Trust, and references herein to the Trust shall include the Trustee acting on behalf of the Trust. It is the intention of the parties hereto that the Trust constitute a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. Section 3801 *et seq.* (the “**Act**”). The Trust was formed as of April 23, 2024, as evidenced by the executed Certificate of Trust filed with the Delaware Secretary of State.

Section 1.2 Purposes. The purposes of the Trust are to

(a) assume all of the Debtors’ liability for the State Opioid Claims (the holders thereof, the “**Participating Public Opioid Claimants**”) as set forth in Section 6.16 of the Plan;

(b) receive and administer the Public Opioid Consideration to be paid under the Plan;

(c) make distributions to Participating Public Opioid Claimants, in each case in accordance with the Distribution Schedule, as it may be modified in accordance with Section 4.1 below;

(d) hold, manage and invest the Public Opioid Consideration and all additional assets, proceeds thereof, and earnings thereon (collectively, the “**Trust Assets**”) in accordance with the terms of this Trust Agreement for the benefit of the Beneficiaries (as defined in Section 1.5(a) below);

(e) qualify at all times as a qualified settlement fund within the meaning of the QSF Regulations and be treated consistently for state and local tax purposes to the extent applicable;

(f) use the Trust Assets to:

(i) make distributions to Participating Public Opioid Claimants in accordance with this Trust Agreement, including the Distribution Schedule;

(ii) hold and maintain reserves to pay the fees and expenses incurred with respect to administering the Trust and managing the Trust Assets (together, the “**Trust Operating Expenses**”) of the Trust (such reserves, the “**Trust Operating Reserve**”) which shall be (a) funded with Cash and cash equivalents held by the Trust in

accordance with the Trust Agreement and (b) held by the Trust in a segregated account and administered by the Trustee;

- (iii) pay the Trust Operating Expenses from the Trust Operating Reserve;
- (iv) make payments to State and Local Government fee and cost funds, as provided in Section 3.1(d) of this Agreement; and
- (v) release or replenish periodically, until the dissolution of the Trust, the Trust Operating Reserve from Cash held or received by the Trust to the extent deemed necessary by the Trustee to satisfy and pay estimated future Trust Operating Expenses in accordance with this Trust Agreement.

Section 1.3 Transfer of Assets. Pursuant to the Plan, the Trust shall receive the Public Opioid Consideration on or soon as reasonably practical after the Effective Date. The Public Opioid Consideration shall be transferred free and clear of all Claims, Liens or other recourse or encumbrances, and shall not be subject to attachment, disgorgement or recoupment by any Person. Upon payment in full of the Public Opioid Consideration, none of the Debtors or the Post-Emergence Entities shall have any further obligation or liability whatsoever under or in respect of the Trust or otherwise in respect of any Claims held by Participating Public Opioid Claimants.

Section 1.4 Acceptance of Assets.

(a) In furtherance of the purposes of the Trust, the Trustee, on behalf of the Trust, hereby expressly accepts the transfer to the Trust of the Public Opioid Consideration pursuant to the Plan. The Trust shall succeed to all of the Debtors' and/or Purchaser Entities' right, title and interest in the Public Opioid Consideration and, as of and following the Effective Date, none of the Post-Emergence Entities will have any further equitable or legal interest in, or with respect to, nor any liability or obligations with respect to, the Trust Assets, including the Public Opioid Consideration or the Trust. No Person, third party, party-in-interest, or creditor shall attach, demand, or attempt to divert or disgorge any funds from the Public Opioid Consideration and, except with respect to Beneficiaries to the extent set forth in this Agreement, may not make any claims or demands against the Public Opioid Trust.

(b) In furtherance of the purposes of the Trust, the Trust expressly assumes all liabilities and responsibility for all State Opioid Claims of Participating Public Opioid Claimants, and none of the Debtors, the Purchaser Entities and the other Released Parties shall have any further financial or other responsibility or liability therefor. For the avoidance of doubt, all State Opioid Claims of Participating Public Opioid Claimants shall be resolved exclusively in accordance with this Trust Agreement including without limitation the Distribution Schedule. Notwithstanding anything to the contrary herein, under no circumstances shall any purported amendment or modification of this Trust Agreement adversely affect the rights of any Non-GUC Released Party pursuant to the injunction provisions of the Plan or the terms of the Non-GUC Releases, in each case as such exist as of the date hereof as set forth in the Plan and the Confirmation Order.

(c) Notwithstanding anything to the contrary herein, no provision in this Trust Agreement shall be construed or implemented in a manner that would cause the Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

(d) In this Trust Agreement, the words “must,” “will,” and “shall” are intended to have the same mandatory force and effect, while the word “may” is intended to be permissive rather than mandatory.

Section 1.5 Beneficiaries.

(a) The beneficial owners (within the meaning of the Act) of the Trust shall be the Participating Public Opioid Claimants identified on the Distribution Schedule (each a “**Beneficiary**”). Each of the Beneficiaries is either a state of the United States, the District of Columbia, or the government of a possession of the United States, within the meaning of Section 115 of the IRC.

(b) The Beneficiaries shall have only such rights with respect to the Trust and the Trust Assets as are set forth in this Trust Agreement, including the Distribution Schedule, and no greater or other rights, including upon dissolution, liquidation or winding up of the Trust, shall be deemed to apply to such Beneficiaries. The Beneficiaries may not assert against the Purchaser Entities, any Debtor or any other Released Party any State Opioid Claim, and may not proceed in any manner against the Purchaser Entities, any Debtor or any other Released Party on account of any State Opioid Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue recoveries with respect to State Opioid Claims exclusively against the Trust, solely as and to the extent provided in this Trust Agreement and the Distribution Schedule.

(c) The Beneficiaries shall be subject to the terms of this Trust Agreement, including without limitation, Article 4.

Section 1.6 Jurisdiction. The Bankruptcy Court shall have continuing jurisdiction over the Trust, provided, however, the courts of the State of Delaware, including any federal court located therein, shall also have jurisdiction over the Trust. In addition, an applicable State court shall have jurisdiction with respect to any matter involving that State and one or more of its Local Governments, including without limitation matters arising with respect to the Distribution Schedule, except with respect to any dispute involving the Debtors and/or the Post-Emergence Entities.

ARTICLE 2

POWERS AND TRUST ADMINISTRATION

Section 2.1 Powers.

(a) The Trustee is and shall act as a fiduciary to the Trust in accordance with the provisions of this Trust Agreement. The Trustee shall, at all times, administer the Trust in accordance with the purposes set forth in Section 1.2 above. Subject to the limitations set forth in this Trust Agreement, the Trustee shall have the power to take any and all actions that, in the judgment of the Trustee, are necessary or advisable to fulfill the purposes of the Trust, including

without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and any trust power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or the Trust Agreement, the Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

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

- (i) receive and hold the Trust Assets and exercise all rights with respect thereto;
- (ii) invest the monies and other Trust Assets held from time to time by the Trust, subject to the limitations set forth in Section 3.2 below;
- (iii) determine and pay liabilities and Trust Operating Expenses;
- (iv) establish accounts and reasonable reserves within the Trust, as deemed by the Trustee, in his or her discretion, to be useful in administering the Trust;
- (v) bring any action relating to the Trust or the Trust Assets in any court of competent jurisdiction;
- (vi) initiate, prosecute, defend and resolve all legal actions and other proceedings related to any Trust Asset, liability or responsibility of the Trust. Such legal actions and other proceedings shall be limited solely to those required for purposes of administering the State Opioid Claims of the Beneficiaries and for enforcing the rights of the Trust under this Trust Agreement;
- (vii) supervise and administer the Trust in accordance with this Trust Agreement;
- (viii) retain such employees, consultants, advisors, independent contractors, experts and agents and engage in such legal, financial, administrative, accounting, investment, auditing and alternative dispute resolution services and activities as the Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in his or her discretion, deems advisable or necessary in order to carry out the terms of this Trust Agreement;
- (ix) pay reasonable compensation and expenses to any of the Trust's employees, consultants, advisors, independent contractors, experts and agents for legal, financial, administrative, accounting,

investment, auditing and alternative dispute resolution services and activities as the Trust requires;

- (x) compensate the Trustee, and any professionals with whom the Trustee has consulted prior to the Effective Date, for services, costs and expenses incurred prior to the Effective Date;
- (xi) compensate the Trustee, Delaware Trustee, and their employees, consultants, advisors, independent contractors, experts and agents, and reimburse the Trustee and the Delaware Trustee for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;
- (xii) execute and deliver such instruments as the Trustee considers necessary or desirable in administering the Trust;
- (xiii) enter into such other arrangements with third parties as are deemed by the Trustee to be advisable or necessary in carrying out the purposes of the Trust, provided such arrangements do not conflict with any other provision of this Trust Agreement, the Plan or the Confirmation Order;
- (xiv) in accordance with Section 5.8 below, defend, indemnify and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 5.6(a) below) to the maximum extent permitted by law;
- (xv) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Trust Assets to any one or more reputable institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in Section 5.6 below; provided that such investment advisors and investment managers shall be in compliance with the Investment Guidelines (as defined in Section 3.2) at all times;
- (xvi) except as otherwise set forth in this Trust Agreement, make, join, pursue (by litigation or otherwise), collect, compromise, settle, or otherwise resolve, in the name of the Trust, any claim, right, action or cause of action of the Trust, before any court of competent jurisdiction and without approval of the Bankruptcy Court; and
- (xvii) exercise any and all rights of the Trustee, and take any and all actions as are permitted, in accordance with and subject to the terms of this Trust Agreement, the Plan and the Confirmation Order.

(d) The Trustee shall not have the power to cause the Trust to guarantee any debt of other Persons.

(e) Except as otherwise set forth in this Trust Agreement, and subject to retention of jurisdiction by the Bankruptcy Court, but without prior or further authorization, the Trustee may control and exercise authority over the Trust Assets and over the protection, conservation and disposition thereof. No person dealing with the Trust shall be obligated to inquire into the authority of the Trustee in connection with the protection, conservation or disposition of the Trust Assets.

Section 2.2 General Administration. The Trustee shall act in accordance with the Trust Agreement. The mailing address of the Trust is Endo Public Opioid Trust, c/o Ocean Ridge Capital Advisors, LLC, 56 Harrison Street, Suite 203A, New Rochelle, NY 10801, Attn: Bradley Scher, Trustee, bscher@oceanridgecapital.com. The Trustee may establish or change the mailing address of the Trust and shall provide notice thereof to the Beneficiaries.

Section 2.3 Accounting and Financial Reporting. The fiscal year of the Trust shall begin on January 1 and shall end on December 31 of each calendar year. The Trustee shall maintain the books and records relating to the Trust Assets, the income and the payment of expenses of and liabilities against the Trust, and the amount and allocation of all distributions made pursuant to Article 4. The detail of these books and records and the duration of time during which the Trustee shall keep such books and records shall be such as to allow the Trustee to make a full and accurate accounting of all Trust Assets, as well as to comply with applicable provisions of law and standard accounting practices necessary or appropriate to produce an annual report containing special purpose financial statements of the Trust (the “**Annual Report**”); provided, however, that the Trustee shall maintain such books and records until the wind-up of the Trust’s affairs and satisfaction of all of the Trust’s liabilities. The Annual Report need not be audited by an independent accounting firm. The Trustee shall deliver the Annual Report to the Beneficiaries within one hundred and twenty (120) days following the end of each calendar year. The Annual Report may be combined with the Distribution Report.

Section 2.4 Distribution Reporting. Within one hundred and twenty (120) days following the end of each calendar year, the Trustee shall cause to be prepared an annual report on the distributions to Beneficiaries with respect to such period (each, a “Distribution Report”). The Trustee shall deliver the Distribution Report to the Beneficiaries within one hundred and twenty (120) days following the end of each calendar year. The Distribution Report may be combined with the Annual Report.

Section 2.5 Limitation of the Trustee’s Authority. The Trustee is not authorized to engage in any trade or business with respect to the Trust Assets or proceeds therefrom. The

foregoing limitation shall not prevent the Trustee from managing the investment of the Trust Assets in accordance with the Trust Documents.

ARTICLE 3
ACCOUNTS, INVESTMENTS, ADMINISTRATIVE EXPENSES

Section 3.1 Accounts.

(a) The Trustee shall maintain one or more accounts (“**Trust Accounts**”) on behalf of the Trust with one or more financial depository institutions (each a “**Financial Institution**”). Candidates for the positions of Financial Institution shall fully disclose to the Trustee any interest in or relationship with the Purchaser Entities, the Debtors or any other Released Parties. Any such interest or relationship shall not be an automatic disqualification for the position, but the Trustee shall take any such interest or relationship into account in selecting a Financial Institution.

(b) The Trustee may, from time to time, create such accounts and reasonable reserves within the Trust Accounts as authorized in this Section 3.1 and as he or she may deem necessary, prudent or useful in order to provide for distributions to Beneficiaries and the payment of Trust Operating Expenses and may, with respect to any such account or reserve, restrict the use of money therein for a specified purpose (the “**Trust Subaccounts**”). Any such Trust Subaccounts established by the Trustee shall be held as Trust Assets and are not intended to be subject to separate entity tax treatment as a “disputed claims reserve” within the meaning of the IRC or the Treasury Regulations, or a “disputed ownership fund” within the meaning of the Treasury Regulations, or otherwise.

(c) The Trustee may replace any retained Financial Institution with a successor Financial Institution at any time, and such successor shall be subject to the considerations set forth in Section 3.1(a).

(d) The Trustee shall establish two separate subaccounts of the Trust to receive funds designated under the Plan for (i) the professional fees of the Beneficiaries (the “**State Opioid Costs and Fees Allocation**”) which shall be administered exclusively in accordance with the terms set forth on **Exhibit 2** hereof, and (ii) the professional fees of the Local Governments (the “**Political Subdivision Costs and Fees Allocation**”). which shall be administered exclusively in accordance with the terms set forth on **Exhibit 3** hereof. (The State Opioid Costs and Fees Allocation and the Political Subdivision Costs and Fees Allocation are sometimes referred to collectively as the “**Professionals Fee Funds.**”) It is understood that the Trust shall hold the Professionals Fee Funds for administrative convenience and the Trustee shall have no responsibility to administer such Professionals Fee Funds, or to direct the disbursement or investment of such Professionals Fee Funds; provided that (x) the Trustee will disburse the State Opioid Costs and Fees Allocation in accordance with **Exhibit 2** and (y) the Trustee will disburse the Political Subdivision Costs and Fees Allocation in accordance with **Exhibit 3**. To the extent the Trustee does not receive any written direction with respect to investment of the Professionals Fee Funds, the Trustee shall hold the funds in an interest bearing account at the Financial Institution.

Section 3.2 Investment Guidelines. The Trustee may invest the Trust Assets in accordance with the Investment Guidelines, attached hereto as **Exhibit 4** (the “**Investment Guidelines**”). Notwithstanding any contrary provision of this Trust Agreement, this Section 3.2 and the Investment Guidelines cannot be modified or amended.

Section 3.3 Payment of Trust Operating Expenses. All Trust Operating Expenses shall be payable solely out of the Trust Operating Reserve. None of the Trustee, Delaware Trustee, the Beneficiaries, nor any of their employees, officers, consultants, advisors, independent contractors, experts or agents shall be personally liable for the payment of any Trust Operating Expense or any other liability of the Trust. For the avoidance of doubt, subject only to payment of the Public Opioid Consideration in accordance with the Plan, the Confirmation Order and this Trust Agreement, none of the Debtors or the Post-Emergence Entities shall have any liability or obligation whatsoever with respect to any Trust Operating Expenses.

ARTICLE 4 **DISTRIBUTIONS**

Section 4.1 Distributions. The Trustee shall make distributions to Beneficiaries only as and to the extent set forth in this Article 4 and the Distribution Schedule. The Distribution Schedule lists those Participating Public Opioid Claimants that are a State, the District of Columbia or a possession of the United States. Participating Public Opioid Claimants have the option to direct the Trust to make distributions pursuant to the options set forth in Exhibit 5.1, including in accordance with the disbursement directives applicable under the National Opioid Abatement Trust II Trust Agreement (“**NOAT II**”) located at www.nationalopioidabatementtrust.com. Attached as Exhibit 5.2 is a list of the Participating Public Opioid Claimants and their respective distribution elections for both abatement distributions and State Opioid Cost and Fee Allocations.

Section 4.2 Manner of Payment of Distributions.

(a) The Trustee shall endeavor to provide ten (10) days’ notice to the Beneficiaries of any upcoming distribution; provided, however, that the Trustee may shorten such notice period in his or her discretion, but in no event less than 5 days notice.

(b) The Trustee shall make distributions, as set forth in this Article 4, not later than sixty (60) days after receipt of the Public Opioid Consideration, subject to the receipt of all distribution information from the Beneficiaries. The deadline set forth in this Section 4.2(b) may be modified by the Trustee to the extent he or she determines it prudent to do so, taking into account factors that may be relevant at the time of a possible distribution (which for the avoidance of doubt may take into account other funds to be received and/or distributed by comparable opioid abatement trusts benefitting the Beneficiaries).

(c) Notwithstanding any other provision of this Trust Agreement, distributions made by or at the direction of the Trustee shall be made solely to Participating Public Opioid Claimants identified on, and in accordance with, the Distribution Schedule as may be modified in accordance with Section 4.1 above.

(d) As a condition to receiving distributions under this Article 4, each Beneficiary shall acknowledge and agree that distributions under this Trust Agreement are intended to abate the opioid crisis impacting the citizens and residents of the State Beneficiary and in furtherance thereof shall commit (i) to administer the funds received in accordance with its applicable opioid disbursement agreements with Local Governments or laws with respect thereto, and (ii) to dedicate its distributions to the abatement of the opioid crisis by funding appropriate programs or projects, substantially consistent with those programs and goals described as Core Strategies and Approved Uses set forth on **Exhibit 6** (the “**Abatement Programs**”), in each case as determined by the Beneficiary consistent with its applicable agreements and laws.

(e) Distributions may be made by a Disbursing Agent retained by the Trust to make distributions on its behalf (the “**Disbursing Agent**”).

Section 4.3 Delivery of Distributions.

(a) All distributions under this Trust Agreement shall be made in accordance with either (i) the electronic transfer information provided to the Trustee by the Beneficiaries or (ii) in accordance with the instructions provided pursuant to Section 4.1. Changes to such electronic transfer information must be provided to the Trust or the Disbursing Agent in writing at least five (5) business days prior to any upcoming distribution date; provided that the Trustee and Disbursing Agent shall have the authority, in their discretion, to seek further direction from the Beneficiaries regarding the transfer information of distributions under this Trust Agreement.

(b) In the event that any distribution is undeliverable, no further distribution shall be made unless and until the Trustee has been notified of the then current electronic transfer information by such Beneficiary, at which time such distribution shall be made without interest. The Trustee shall take reasonable efforts to obtain current electronic transfer information for any Beneficiary with respect to which any distribution is undeliverable.

(c) No Trust Asset or any unclaimed property shall escheat to any federal, state or local government or any other entity.

ARTICLE 5

TRUSTEE AND DELAWARE TRUSTEE

Section 5.1 Trustee; Managing Trustee.

(a) **Number.** In addition to the Delaware Trustee appointed pursuant to Section 5.10, there shall be one (1) Trustee. The initial Trustee shall be that person named on the signature page hereof. For the avoidance of doubt, any reference herein to the term Trustee does not refer to the Delaware Trustee.

Section 5.2 Term of Service, Successor Trustee.

(a) **Term.** The Trustee shall serve until the earlier of (i) his or her death, (ii) his or her resignation or removal pursuant to Section 5.2(c) below, or (iii) the termination of the Trust pursuant to the terms of this Trust Agreement. The term of a newly appointed Trustee shall commence upon his or her acceptance of trusteeship.

(b) Appointment of Successor Trustee.

- (i) In the event of the death, resignation or removal of a Trustee, a vacancy shall be deemed to exist and a successor shall be appointed by the Bankruptcy Court. Such appointment shall specify the date on which such appointment shall be effective.
- (ii) Notice of the appointment of any successor Trustee shall be delivered by the successor Trustee to the Beneficiaries.
- (iii) In filling any vacancy in the position of a Trustee, the following standard shall apply to appointing any successor Trustee: the successor Trustee shall be a disinterested, independent individual with experience in one or more of the following areas: public policy/public health, law enforcement, ethics and compliance, finance, general business and/or corporate governance.
- (iv) Immediately upon the appointment of any successor Trustee, all rights, titles, duties, powers and authority of the predecessor Trustee hereunder shall be vested in, and undertaken by, the successor Trustee without any further act. No successor Trustee shall be liable personally for any act or omission of any predecessor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of any predecessor Trustee.
- (v) Any successor Trustee appointed in accordance with this Trust Agreement shall execute an instrument accepting its appointment and take such other action as the Bankruptcy Court may order. Thereupon, such successor Trustee shall, without any further act, become vested with all the liabilities, duties, powers, rights, title, discretion and privileges of its predecessor in the Trust with like effect as if originally named an initial Trustee and the accepted and executed appointment shall be conclusive proof that the successor Trustee is the Trustee under this Trust Agreement. Any resigning or removed Trustee shall duly assign, transfer and deliver to his or her successor Trustee all property and money held by such resigning or removed Trustee hereunder and shall, as reasonably requested by such successor Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Trustee upon the trusts herein expressed, all the liabilities, duties, powers, rights, title, discretion and privileges of such resigning or removed Trustee.

(c) **Resignation or Removal.** A Trustee may resign by giving written notice to the Delaware Trustee. Such notice shall specify a date when such resignation shall take effect, which, except in the case of incapacity or disability, shall not be less than ninety (90) days after the date such notice is given, where practicable. A Trustee may be removed by the Bankruptcy

Court in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause, provided such Trustee has received reasonable notice and an opportunity to be heard pursuant to the dispute resolution provisions of Section 6.14 below. Other good cause shall mean fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony in each case whether or not connected to the Trust, any substantial failure to comply with the administration of the Trust or a consistent pattern of neglect and failure to perform or participate in performing the duties of a Trustee hereunder.

Section 5.3 Compensation and Expenses of Trustee. The Trustee shall receive compensation from the Trust for his or her services as Trustee pursuant to the fee schedule appended hereto as **Exhibit 7**. The Trust shall also, upon receipt of appropriate documentation, reimburse all reasonable out-of-pocket costs and expenses incurred by the Trustee in the course of carrying out his or her duties as Trustee in accordance with reasonable policies and procedures as may be adopted from time to time. The amounts paid to the Trustee for compensation and expenses shall be disclosed in the Annual Report, and any modifications to Trustee compensation shall also be disclosed in the Annual Report.

Section 5.4 Trustee's Independence.

(a) The Trustee shall not, during the term of his or her service, hold a financial interest in, act as attorney or agent for or serve as any other professional for the Purchaser Entities, Debtors, any other Released Parties or any Beneficiary. This Section 5.4(a) shall not preclude a person from serving as Trustee if such person also serves or has served as a trustee of any other opioid settlement trust, but such other position shall be taken into account in selecting the Trustee. For the avoidance of doubt, this provision shall not apply to the Delaware Trustee.

(b) The Trustee, and the Delaware Trustee, shall be indemnified by the Trust in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties.

(c) With respect to the affairs of the Trust, Persons dealing with the Trust, the Trustee, and the Delaware Trustee shall have recourse only to the Trust Assets to satisfy any liability incurred by the Trust, the Trustee or the Delaware Trustee to such Person in carrying out the terms of this Trust Agreement, and neither the Trustee, the Delaware Trustee, the Beneficiaries, nor any of their professionals, advisors, officers, agents, consultants or lawyers shall have any personal obligation to satisfy any such liability.

Section 5.5 Standard of Care; Exculpation.

(a) As used herein, the term “**Trust Indemnified Party**” shall mean the Trustee, the Delaware Trustee, and each of their respective members, officers, employees, professionals, and consultants (in each case exclusive of counsel to the Trustee) or a Designated Indemnitee. For the avoidance of doubt, “**Trust Indemnified Party**” shall not include any outside counsel to any Trustee or the Trust unless such outside counsel is a “Designated Indemnitee.”

(b) As used herein, the term “**Designated Indemnitee**” shall mean any counsel (including any outside counsel) designated by action of the Trustee as a Designated Indemnitee. The Trustee may designate individuals as Designated Indemnitees subject to any such limitations as the Trustee may specify in such delegation; provided, however, that no Person shall be a “Designated Indemnitee” with respect to such Person’s service in any role prior to the Effective Date, including as an employee, agent or representative of any Debtor or any subsidiary of any Debtor.

(c) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall not have or incur any liability for actions taken or omitted in their capacities as Trust Indemnified Parties, or on behalf of the Trust, except those acts found by a court order or judgment that is no longer subject to appeal or reconsideration, other than pursuant to Federal Rule of Civil Procedure 60(b) or rules or statutes of similar effect (a “**Final Order**”) to be arising out of their willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan or the Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the Trust.

(d) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) or liability related thereto, to the Trust or the Beneficiaries, it is hereby understood and agreed by the parties hereto and the Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties; provided, however, that with respect to the Trust Indemnified Parties other than the Delaware Trustee the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 5.5 and its subparts.

Section 5.6 Protective Provisions.

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 5.6.

(b) In the event the Trustee retains counsel (including at the expense of the Trust), the Trustee shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustee be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustee in the performance of duties hereunder. A successor Trustee shall succeed to and hold the same respective rights and benefits of any predecessor for purposes of privilege, including the attorney-client privilege. No

Beneficiary or other party may raise any exception to the attorney-client privilege discussed herein as any such exceptions are hereby waived by all parties.

(c) To the extent that, at law or in equity, the Trustee has duties (including fiduciary duties) and liabilities relating hereto, to the Trust or to the Beneficiaries, it is hereby understood and agreed by the Parties and the Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, including Section 3806 of the Act, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trustee; provided, however, that the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to Section 5.6 herein.

(d) No Trust Indemnified Party shall be personally liable under any circumstances, except for their own willful misconduct, bad faith, gross negligence or fraud as finally judicially determined by a court of competent jurisdiction.

(e) No provision of this Trust Agreement shall require the Trust Indemnified Parties to expend or risk their own personal funds or otherwise incur financial liability in the performance of their rights, duties and powers hereunder.

(f) In the exercise or administration of the Trust hereunder, the Trust Indemnified Parties (i) may act directly or through their respective agents or attorneys pursuant to agreements entered into with any of them, and the Trust Indemnified Parties shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys have been selected by the Trust Indemnified Parties in good faith and with due care, and (ii) may consult with counsel, accountants and other professionals to be selected by them in good faith and with due care and employed by them, and shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the advice or opinion of any such counsel, accountants or other professionals.

Section 5.7 Indemnification.

(a) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall be entitled to indemnification and reimbursement for reasonable fees and expenses (including attorneys' fees and costs but excluding taxes in the nature of income taxes imposed on compensation paid to the Trust Indemnified Parties) in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of the Trust, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of this Trust Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from the Trust and, for the avoidance of doubt, none of the Debtors, the Purchaser Entities nor any other Post-Emergence Entity shall be responsible or liable for any indemnification or reimbursement obligations under this Trust Agreement.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit or

proceeding, whether civil, administrative or arbitral, from which they are indemnified by the Trust shall be paid by the Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trust Indemnified Parties, to repay such amount in the event that it shall be determined ultimately by Final Order that the Trust Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by the Trust.

(c) The Trustee shall purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Trustee, which may include liability asserted against or incurred by such individual in that capacity or arising from his or her status as a Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

(d) The indemnification provisions of this Trust Agreement with respect to any Trust Indemnified Party shall survive the termination of such Trust Indemnified Party from the capacity for which such Trust Indemnified Party is indemnified. Termination or modification of this Trust Agreement shall not affect any indemnification rights or obligations in existence at such time. In making a determination with respect to entitlement to indemnification of any Trust Indemnified Party hereunder, the person, persons or entity making such determination shall presume that such Trust Indemnified Party is entitled to indemnification under this Trust Agreement, and any person seeking to overcome such presumption shall have the burden of proof to overcome the presumption.

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution. The Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding the State Opioid Claims that the Debtors or the Post-Emergence Entities have, or would have had, under applicable law, but solely to the extent consistent with the Plan, the Confirmation Order, and the Trust Documents; provided, that, no such cross-claims, defenses, offsets, recoupments, or other rights may be asserted against any Released Party.

Section 5.8 Bond. The Trustee and the Delaware Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

Section 5.9 Delaware Trustee.

(a) There shall at all times be a Delaware Trustee. The Delaware Trustee shall either be (i) a natural person who is at least twenty-one (21) years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law to be eligible to serve as the Delaware Trustee and shall act through one or more persons authorized to bind such entity. The initial Delaware Trustee shall be Wilmington Trust, National Association. If at any time the Delaware Trustee shall cease to be eligible in accordance with the provisions of this Section 5.9, it shall resign immediately in the manner and with the effect hereinafter specified in Section 5.9(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights, duties (including fiduciary duties) and obligations as expressly provided by reference to the Delaware

Trustee hereunder. The Trustee shall have no liability for the acts or omissions of any Delaware Trustee.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities of the Trustee set forth herein. The Delaware Trustee shall be a trustee of the Trust for the sole and limited purpose of fulfilling the requirements of Section 3807(a) of the Act and for taking such actions as are required to be taken by a Delaware Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to accepting legal process served on the Trust in the State of Delaware and the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Act. There shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating to the Trust or the Beneficiaries, such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of the Trustee. The Delaware Trustee undertakes to perform such duties and only such duties as are specifically and expressly set forth in this Trust Agreement. These duties shall be deemed purely ministerial in nature, and the Delaware Trustee shall not be liable except for the performance of such duties, and no implied covenants or obligations shall be read into this Trust Agreement against the Delaware Trustee. Any permissive rights of the Delaware Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for other than its willful misconduct, bad faith, gross negligence or fraud. The Delaware Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of the Trustee or any other person pursuant to the provisions of this Trust Agreement unless the Trustee or such other person shall have offered to the Delaware Trustee security or indemnity (satisfactory to the Delaware Trustee in its discretion) against the costs, expenses and liabilities that may be incurred by it in compliance with such request or direction. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustee and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee in accordance with the written direction of the Trustee. The Delaware Trustee may, at the expense of the Trust, request, rely on and act in accordance with officer's certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel.

(c) The Delaware Trustee shall serve until such time as the Trustee removes the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustee in accordance with the terms of Section 5.9(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustee; provided that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustee in accordance with Section 5.9(d) below; provided further, that if any amounts due and owing to the Delaware Trustee hereunder remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign immediately by giving written notice to the Trustee. If the Trustee does not act within such sixty (60) day period,

the Delaware Trustee, at the expense of the Trust, may apply to the Bankruptcy Court or any other court of competent jurisdiction for the appointment of a successor Delaware Trustee.

(d) Upon the resignation or removal of the Delaware Trustee, the Trustee shall appoint a successor Delaware Trustee by delivering a written instrument to the outgoing Delaware Trustee. Any successor Delaware Trustee must satisfy the requirements of Section 3807 of the Act. Any resignation or removal of the Delaware Trustee and appointment of a successor Delaware Trustee shall not become effective until a written acceptance of appointment is delivered by the successor Delaware Trustee to the outgoing Delaware Trustee and the Trustee, and any fees and expenses due to the outgoing Delaware Trustee are paid. Following compliance with the preceding sentence, the successor Delaware Trustee shall become fully vested with all of the rights, powers, duties and obligations of the outgoing Delaware Trustee under this Trust Agreement, with like effect as if originally named as Delaware Trustee, and the outgoing Delaware Trustee shall be discharged of his or her duties and obligations under this Trust Agreement. The successor Delaware Trustee shall make any related filings required under the Act, including filing a Certificate of Amendment to the Certificate of Trust of the Trust in accordance with Section 3810 of the Act.

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(f) The Delaware Trustee shall be entitled to compensation for its services as agreed pursuant to a separate fee agreement between the Trust and the Delaware Trustee, which compensation shall be paid by the Trust. Such compensation is intended for the Delaware Trustee's services as contemplated by this Trust Agreement. The terms of this paragraph shall survive termination of this Trust Agreement and/or the earlier resignation or removal of the Delaware Trustee.

(g) The Delaware Trustee shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document, other than this Trust Agreement, whether or not, an original or a copy of such agreement has been provided to the Delaware Trustee. The Delaware Trustee shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument or document, other than this Trust Agreement. Neither the Delaware Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the Trust, the Trustee or any other person, or any of their directors, members, officers, agents, affiliates or employee, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Delaware Trustee may assume performance by all such persons of their respective obligations. The Delaware Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other person. The Delaware Trustee shall have no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of any Trust Asset, written

instructions, or any other documents in connection therewith, and will not, be regarded as making nor be required to make, any representations thereto.

(h) The Delaware Trustee shall have no liability for any action taken, or errors in judgment made, in good faith by it or any of its officers, employees or agents, unless it shall have been negligent in ascertaining the pertinent facts. Nothing in this Trust Agreement shall require the Delaware Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder. In no event shall the Delaware Trustee be responsible or liable for special, indirect, punitive, incidental or consequential losses or damages of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Delaware Trustee has been advised of the likelihood of any such loss or damage and regardless of the form of action.

(i) The Delaware Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein.

(j) The Delaware Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Trust Agreement arising out of, or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(k) The Corporate Transparency Act (31 U.S.C § 5336) and its implementing regulations (collectively, the “CTA”), may require the Trust to file reports with the Financial Crimes Enforcement Network (“**FinCEN**”) from time to time. It shall be the Trustee’s duty and not the Delaware Trustee’s duty to cause the Trust to make such filings, as applicable, and to cause the Trust to comply with its obligations under the CTA, if any. The parties hereto acknowledge that the Delaware Trustee acts solely as a directed trustee at the direction of the Trustee hereunder and that the Trustee is and shall deemed to be the parties with the power and authority to exercise substantial control over the Trust.

ARTICLE 6
GENERAL PROVISIONS

Section 6.1 Irrevocability. To the fullest extent permitted by applicable law, the Trust is irrevocable.

Section 6.2 Term; Termination.

(a) The term for which the Trust is to exist shall commence on the date of the filing of the Certificate of Trust and shall terminate pursuant to the provisions of this Section 6.2.

(b) The Trust shall automatically dissolve, as soon as practicable, but no later than ninety (90) days after the date on which the Bankruptcy Court approves the dissolution of the Trust upon the satisfaction of the purposes of the Trust and the following conditions having been satisfied: (i) all reasonably expected assets have been collected by the Trust, (ii) all distributions have been made to the extent set forth in this Trust Agreement, (iii) necessary arrangements and reserves have been made to discharge all anticipated remaining Trust obligations and Trust Operating Expenses, and (iv) a final accounting has been delivered to the Beneficiaries (the “**Dissolution Date**”).

(c) On the Dissolution Date or as soon as reasonably practicable thereafter, after the wind-up of the Trust’s affairs by the Trustee and payment of all of the Trust’s liabilities have been provided for as required by applicable law including Section 3808 of the Act, all monies remaining in the Trust shall be distributed to the Beneficiaries in accordance with the Distribution Schedule. Notwithstanding any contrary provision of the Plan and related documents, including this Trust Agreement, this Section 6.2(c) cannot be modified or amended.

(d) Following the dissolution and distribution of the assets of the Trust, the Trust shall terminate, and the Trustee shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the Trust to be filed in accordance with the Act (without the need for the Delaware Trustee’s consent or signature). Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of the Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation. Notice of the dissolution of Trust and the filing of the Certificate of Cancellation shall be given to the Delaware Trustee promptly following such filing.

Section 6.3 Taxes.

(a) The Trust is intended to qualify as a “qualified settlement fund” under the QSF Regulations, and, to the extent permitted under applicable law, for state and local income tax purposes. Notwithstanding anything to the contrary herein, no provision in this Trust Agreement shall be construed or implemented in a manner that would cause the Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

(b) The Trustee shall be the “administrator” of the Trust within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations and, in such capacity, such administrator shall (i) prepare and timely file, or cause to be prepared and timely filed, such income tax and other tax returns and statements required to be filed and shall timely pay all taxes required to be paid by the

Trust out of the Trust Assets, and (ii) comply with all applicable tax reporting and withholding obligations.

(c) Subject to Section 6.3(b) above, following the Effective Date, the Trustee shall manage the Trust's tax matters, including, without limitation, tax audits, claims, defenses and proceedings. The Trustee may request an expedited determination under Section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the Trust for all taxable periods through the dissolution of the Trust. The Trustee shall take no action that could cause the Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations.

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

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

(f) The Trust shall not be settled by a resident of Canada for purposes of the Income Tax Act (Canada), and no contributions will be made, directly or indirectly, by any resident of Canada for purposes of the Income Tax Act (Canada) to the Trust.

Section 6.4 Modification.

(a) Material modifications to this Trust Agreement may be made only pursuant to an order of the Bankruptcy Court after notice to the Beneficiaries; provided, however, that the Trustee may amend this Trust Agreement from time to time without the consent, approval or other authorization of the Bankruptcy Court, but with notice to, the Beneficiaries, to make: (i) minor modifications or clarifying amendments necessary to enable the Trustee to effectuate the provisions of this Trust Agreement that are consistent with the Plan and the Confirmation Order; or (ii) modifications to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, statute, ruling or regulation of any federal, state or foreign governmental entity, in each case that are consistent with the Plan and the Confirmation Order. Notwithstanding anything to the contrary in this Trust Agreement, no amendment or waiver of this Trust Agreement shall modify this Trust Agreement in a manner that is inconsistent with the Plan or the Confirmation Order. Notwithstanding the foregoing proviso, no amendment or waiver of this Trust Agreement shall modify this Trust Agreement in a manner that is inconsistent with the Plan or the Confirmation Order other than to make minor modifications or clarifying amendments as necessary to enable the Trustee to effectuate the provisions of this Trust Agreement. The Trustee shall provide to the Beneficiaries notice of any proposed modification to this Trust Agreement, whether material or minor, not less than ten (10) business days before such modification becomes effective; provided, however, that the Trustee may shorten such notice period only in the event that a ten (10) day notice period would be materially adverse to the Trust and the Beneficiaries.

(b) Notwithstanding anything set forth in this Trust Agreement to the contrary, none of this Trust Agreement, nor any document related thereto shall be modified or amended in any way that (i) could jeopardize or impair (A) any Section 105(a) Order, (B) the efficacy or

enforceability of any injunction or release issued or granted in connection with this Trust Agreement, (C) the Trust's status as a qualified settlement fund within the meaning of the QSF Regulations, (D) the rights, duties, liabilities and obligations of the Delaware Trustee without the written consent of the Delaware Trustee or (ii) is inconsistent with the Plan or the Confirmation Order, or (iii) the provisions of the Plan and the Confirmation Order and/or the implementation thereof. Notwithstanding anything set forth in this Trust Agreement to the contrary, under no circumstances shall any purported amendment or modification of this Trust Agreement adversely affect the rights of any Released Party (as defined in the Plan) pursuant to the injunction and release provisions of the Plan, including any injunctions or releases issued, granted or deemed to have been granted in connection with this Trust Agreement.

Section 6.5 Communications. The Trustee may deliver communications to the Beneficiaries, including the Annual Report and the Distribution Report, electronically to the authorized email address specified by the Beneficiaries, provided, however, a Beneficiary may request the delivery of communications by U.S. mail or by overnight courier.

Section 6.6 Severability. If any provision of this Trust Agreement or application thereof to any person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Trust Agreement, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 6.7 Notices.

(a) Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by email or facsimile pursuant to the instructions listed below, or mailed by overnight courier, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

To the Trustee:

Bradley E. Scher
Ocean Ridge Capital Advisors, LLC
56 Harrison Street, Suite 203A
New Rochelle, NY 10801
bscher@oceanridgecapital.com

with a copy (which shall not constitute notice) to:

Pillsbury Winthrop Shaw Pittman LLP
31 West 52nd Street | New York, NY 10019-6131
Attn: Hugh M. McDonald, Andrew M. Troop, and Andrew V. Alfano
hugh.mcdonald@pillsburylaw.com, andrew.troop@pillsburylaw.com, and
andrew.alfano@pillsburylaw.com

and

Brown Rudnick LLP
7 Times Square
New York, NY 10036
Attn: David J. Molton and Barbara J. Kelly
dmolton@brownrudnick.com and bkelly@brownrudnick.com

To the Delaware Trustee:

Wilmington Trust, National Association
Attn: Endo Public Opioid Trust Administrator
1100 North Market Street
Wilmington, DE 19890

with a copy (which shall not constitute notice) to:

Morris James LLP
Attn: Ross Antonacci (rantonacci@morrisjames.com)
500 Delaware Avenue, Suite 1500
Wilmington, DE 19801

(b) All such notices and communications, if mailed, shall be effective when physically delivered at the designated addresses, or if electronically transmitted, shall be effective upon transmission.

Section 6.8 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of the Trust, the Trustee, the Delaware Trustee and their respective successors and assigns, except that none of such persons may assign or otherwise transfer any of its, or their, rights or obligations under this Trust Agreement except, in the case of the Trust and the Trustee, as contemplated by Section 2.1 and Section 5.2 above, and in the case of the Delaware Trustee, as contemplated by Section 5.9. The Released Parties shall be third party beneficiaries with rights of enforcement with respect to Section 6.4(b) to the extent any proposed modification or amendment impacts or purports to impact the scope or efficacy of the injunction and release provisions of the Plan or purports to impose any covenant, liability or obligation on any Released Party or otherwise to impact the rights and protections of the Released Parties under the Plan.

Section 6.9 Limitation on Transferability; Beneficiaries' Interests. Beneficiaries' interests in the Trust shall not (a) be assigned, conveyed, hypothecated, pledged or otherwise transferred, voluntarily or involuntarily, directly or indirectly and any purported assignment, conveyance, pledge or transfer shall be null and void *ab initio*; (b) be evidenced by a certificate or other instrument; (c) possess any voting rights; (d) give rise to any right or rights to participate in the management or administration of the Trust or the Trust Assets; (e) entitle the holders thereof to seek the removal or replacement of the Trustee, whether by petition to any court or otherwise; (f) entitle the holders thereof to receive any interest on distributions; and (g) give rise to any rights to seek a partition or division of the Trust Assets. In accordance with the Act, Beneficiaries shall

have no interest of any kind in any of the Trust Assets; rather, Beneficiaries shall have an undivided beneficial interest only in cash assets of the Trust but only to the extent such cash assets are declared by the Trustee to be distributable as distributions in accordance with this Trust Agreement. For the avoidance of doubt Beneficiaries shall have only such rights as expressly set forth in this Trust Agreement.

Section 6.10 Exemption from Registration. The parties hereto intend that the rights of the Beneficiaries arising under this Trust Agreement shall not be “securities” under applicable laws, but none of the parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws.

Section 6.11 Entire Agreement; No Waiver. The entire agreement of the parties relating to the subject matter of this Trust Agreement is contained herein and in the documents referred to herein, and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. Notwithstanding the foregoing and for the avoidance of doubt, nothing contained herein may be construed to contravene the Plan or Confirmation Order. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

Section 6.12 Headings. The headings used in this Trust Agreement are inserted for convenience only and do not constitute a portion of this Trust Agreement, nor in any manner affect the construction of the provisions of this Trust Agreement.

Section 6.13 Governing Law. This Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflicts of law provisions thereof which would purport to apply the law of any other jurisdiction. For the avoidance of doubt, none of the following provisions of Delaware law shall apply to the extent inconsistent with the terms of the Trust Documents: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges, (b) affirmative requirements to post bonds for trustees, officers, agents or employees of a trust, (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of property, (d) fees or other sums payable to trustees, officers, agents or employees of a trust, (e) the allocation of receipts and expenditures to income or principal, (f) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding of Trust Assets, (g) the existence of rights or interests (beneficial or otherwise) in Trust Assets, (h) the ability of beneficial owners or other persons to terminate or dissolve a trust, and (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or beneficial owners that are

inconsistent with the limitations on liability or authorities and powers of the Trustee, set forth or referenced in this Trust Agreement. Section 3540 of Title 12 of the Act shall not apply to the Trust.

Section 6.14 Dispute Resolution.

(a) Unless otherwise expressly provided for herein, the dispute resolution procedures of this Section 6.14 shall be the exclusive mechanism to resolve any dispute between or among the parties hereto, and the Beneficiaries hereof, arising under, related to or with respect to this Trust Agreement (a “**Dispute**”).

(b) Subject to Section 6.14(c), the Bankruptcy Court shall have exclusive jurisdiction over any Dispute.

(c) Before any legal action is commenced in the Bankruptcy Court over a Dispute, written notice of the Dispute will be provided by the party asserting a Dispute to the other party or parties involved in the Dispute detailing the facts and circumstances in dispute and the relief sought (the “**Dispute Notice**”). The parties involved in the Dispute will then have forty-five (45) days from the date of the Dispute Notice to confer with each other in good faith to (a) resolve the Dispute or (b) in the absence of resolution, agree on an alternative dispute resolution (“**ADR**”) process for resolving the dispute (the “**Meet and Confer Period**”). If neither a resolution of the Dispute nor an ADR process are agreed upon by the parties within the Meet and Confer Period, any party to the Dispute with standing to do so may commence an action in or application to the Bankruptcy Court to resolve the Dispute. If the parties to the Dispute agree to ADR, no action in or application to the Bankruptcy Court will be commenced until after the conclusion of the ADR. If the parties choose binding arbitration for ADR, the decision of the arbitrator will be enforceable by the Bankruptcy Court and reviewable only to the extent arbitration decisions are reviewable under Delaware law. Notwithstanding the foregoing, if the imminent expiration of a statute of limitations compels the filing of an action in the Bankruptcy Court with the foregoing, or the Trustee has determined in his or her discretion that resolution of the Dispute cannot be delayed to permit the parties to try to resolve the Dispute or agree on ADR during the Meet and Confer Period, or permit an agreed-upon ADR process to proceed to conclusion (even if ADR is underway), the Parties will be relieved, to the extent applicable, for the requirement of (i) providing a Dispute Notice, (ii) trying to resolve the Dispute or agree on an ADR process during the Meet and Confer Period or (iii) completing agreed-upon ADR before commencing an action in the Bankruptcy Court. Notwithstanding the foregoing, the Delaware Trustee shall not be required to participate in any ADR process and any Dispute involving the Delaware Trustee shall be immediately commenced in the Bankruptcy Court.

(d) For the avoidance of doubt, any dispute with the Debtors, any Post-Emergence Entity or any Released Party under the Plan shall be resolved by the Bankruptcy Court and shall not be subject to the dispute resolution procedures of this Section 6.14.

Section 6.15 Sovereign Immunity. Nothing set forth in the Trust Documents shall be construed as a waiver of a claim of sovereign immunity in any dispute resolution, action or

proceeding, including without limitation, any dispute resolution, action or proceeding occurring after the Effective Date.

Section 6.16 Waiver of Jury Trial. Each party hereto, and each Beneficiary hereof hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to a trial by jury in any legal proceeding arising out of or relating to this Trust Agreement to the extent any such proceeding is subject to the jurisdiction of the Bankruptcy Court; provided however, the forgoing waiver shall not apply to the extent any such proceeding is not subject to the jurisdiction of the Bankruptcy Court in accordance with the terms of this Trust Agreement.

Section 6.17 Effectiveness. This Trust Agreement shall not become effective until the Effective Date and until it has been executed and delivered by all the parties hereto.

Section 6.18 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument. A signed copy of this Trust Agreement or any amendment hereto delivered by facsimile, email or other means of Electronic Transmission, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date first set forth above to be effective as of the Effective Date.

TRUSTEE:

DocuSigned by:

Bradley E. Scher

2B12426C5183439

Bradley E. Scher
Ocean Ridge Capital Advisors, LLC
56 Harrison Street, Suite 203A
New Rochelle, NY 10801

DELAWARE TRUSTEE

Wilmington Trust, National Association

By: Haley Owen
Name: Haley Owen
Title: Assistant Vice President

1100 North Market Street
Wilmington, DE 19890

EXHIBIT 1
DISTRIBUTION SCHEDULE

[States, District of Columbia, Possessions only]³

³ Local Governments addressed in Section 4.1 of the Trust Agreement.

EXHIBIT 1**DISTRIBUTION SCHEDULE**

State / Territory	Allocation Percentage (%)
Alabama	2.0247419165%
Alaska	0.2896667848%
American Samoa	0.0217236211%
Arizona	3.0140178860%
California	12.4777824238%
Colorado	2.1081791796%
Connecticut	1.6507153163%
Delaware	0.5697053758%
District of Columbia	0.2283450478%
Georgia	3.5375174884%
Guam	0.0609461388%
Hawaii	0.4118956753%
Idaho	0.6241045098%
Illinois	4.2202637084%
Indiana	2.8126663461%
Iowa	0.9413124204%
Kansas	0.9947946386%
Kentucky	2.5450531139%
Louisiana	1.8588223208%
Maine	0.6793456448%
Maryland	2.6778190124%
Massachusetts	2.9226444855%
Michigan	4.3162911713%
Minnesota	1.6458883651%
Mississippi	1.0942049699%
Missouri	2.5446498748%
Montana	0.3965431036%
N. Mariana Islands	0.0211955079%
Nebraska	0.5292617378%

Nevada	1.5339125253%
New Hampshire	0.7427902357%
New Jersey	3.4955569360%
New Mexico	1.0222816123%
North Carolina	4.1237330089%
North Dakota	0.2157181645%
Ohio	5.5275361682%
Oregon	1.7434302009%
Pennsylvania	5.8212967231%
Puerto Rico	0.9009587792%
Rhode Island	0.5744772938%
South Carolina	1.9529856463%
South Dakota	0.2514737968%
Tennessee	3.4105664806%
Utah	1.4635929649%
Vermont	0.3295779219%
Virgin Islands	0.0400508420%
Virginia	2.8928784807%
Washington	2.9420916534%
West Virginia	1.3525755944%
Wisconsin	2.2307738598%
Wyoming	0.2116433262%

EXHIBIT 2

STATE OPIOID COSTS AND FEES ALLOCATION

1. An allocation from the Public Opioid Consideration will be made to fund reimbursements for attorneys' fees and costs for states and political subdivisions in the amount of four and one-half (4.5%) percent of distributions to be allocated to states (the "**State Opioid Costs and Fees Allocation**") and five and one-half (5.5%) percent of distributions to be allocated to political subdivisions (the "**Political Subdivision Costs and Fees Allocation**") (for a total of 10% of distributions of the Public Opioid Consideration).
2. From the State Opioid Costs and Fees Allocation, \$1,800,000 shall be allocated to the fund established pursuant to the agreement thereon attached as Exhibit T to the multistate opioid settlements in connection with Allergan, CVS, Teva, Walgreens, and Walmart (such fund, the "**Joint State Cost Fund**"). All funds paid to the Joint State Cost Fund shall be limited to reimbursing reasonable costs attributable to the investigation or litigation of opioid-related claims, which costs were incurred by or on behalf of States and have not been reimbursed by another source.
3. After payments to the Joint State Cost Fund, all remaining funds from the State Opioid Costs and Fees Allocation shall be paid to each Participating Public Opioid Claimant that is a State on a pro rata basis according to the Distribution Schedule, which payments shall be to compensate for legal work (performed by internal staff, private counsel or both) for a State Attorney General of each Participating Public Opioid Claimant that is a State in connection with Endo-related opioid investigations or litigation; provided that a Participating Public Opioid Claimant that is a State may choose in its sole discretion to redirect some or all of its payment under this paragraph (3) as either (i) an addition to its share of abatement funds or (ii) an addition to the distributions to Local Governments as provided in Section 4.1 of the Trust Agreement.

EXHIBIT 3

ENDO PUBLIC OPIOID POLITICAL SUBDIVISIONS COSTS AND FEES FUND

The Endo Political Subdivisions Costs and Fees Allocation amount will be delivered to the Trust on the Effective Date for further delivery as set forth herein. There will be an Endo Public Opioid Political Subdivisions Costs and Fees Fund established by the Court in MDL 2804 as a Qualified Settlement Fund (“**Endo Political Subdivisions QSF**”) with David R. Cohen serving as QSF Administrator, which shall be structured and operated in a manner consistent with the requirements of section 468B of the Internal Revenue Code of 1986, as amended. The Endo Political Subdivisions QSF will be governed in accordance with fund distribution procedures that shall be adopted upon establishment of the fund, and which shall be consistent with the terms of the procedures that have been adopted and implemented by other opioid attorney fee and cost funds administered by Mr. Cohen and subject to the jurisdiction of the Court in MDL 2804. As QSF Administrator, Mr. Cohen shall be responsible for making any necessary tax filings and payments of taxes, estimated taxes, and associated interest and penalties, if any, related to the Endo Political Subdivisions QSF, and shall be responsible for responding to any questions from, or audits regarding, such taxes by the Internal Revenue Service or any state or local tax authority, as well as questions from the Department of Labor. The Endo Political Subdivisions QSF shall be subject to the continuing jurisdiction of the Court in MDL 2804, Case No. 1:17-md-2804.

Following the Effective Date, Mr. Cohen shall deliver a signed written request to the Trust, with wire instructions included, for the delivery of the Endo Political Subdivisions Costs and Fees Allocation amount to the Endo Political Subdivision QSF, which amount the Trustee shall promptly deliver in accordance with this **Exhibit 3**.

EXHIBIT 4

INVESTMENT GUIDELINES

In General. Only the following investments will be permitted:

- (i) Demand and time deposits, such as certificates of deposit, in banks or other savings institutions whose deposits are federally insured;
- (ii) U.S. Treasury bills, bonds, and notes, including, but not limited to, long-term U.S. Treasury bills, bonds, notes, and other Government Securities as defined under Section 2(a)(16) of the Investment Company Act of 1940, 15 U.S.C. § 80a-2(a)(16), including, but not limited to, Fannie Mae, Freddie Mac, Federal Home Loan Bank, and Federal Farm Credit;
- (iii) Repurchase agreements for U.S. Treasury bills, bonds, and notes; and
- (iv) Open-ended mutual funds owning only assets described in parts (i) through (iii) herein.

Any such investments shall be made consistently with the Uniform Prudent Investor Act. The determination of the rating of any investments shall be made by the Trust's financial advisor on the date of acquisition of any such investment or on the date of re-investment. The Trust's financial advisor shall reconfirm that all investments of Trust Assets still meet the original rating requirement on a quarterly basis. If the Trust's financial advisors determine that any particular investment no longer meets the rating requirement, there shall be a substitution of that investment with an investment that meets the ratings requirement as promptly as practicable, but in no event later than the next reporting period. Previously purchased securities downgraded below AA may be held for a reasonable and prudent period of time if the Trust's financial advisor believes it is in the interest of the Trust to do so.

The borrowing of funds or securities for the purpose of leveraging, shorting, or other investments is prohibited. Investment in non-U.S. dollar denominated bonds is prohibited. The standing default investment instruction for all cash in any account or subaccount that holds any Trust Assets in cash shall be invested in the BlackRock Fed Fund (CUSIP 09248U700).

EXHIBIT 5.1

DISTRIBUTION DIRECTION FORM

EXHIBIT 5.1

DISBURSEMENT INSTRUCTIONS FORM

**PLEASE SUBMIT BY E-MAIL TO PILLSBURY NO LATER THAN
MARCH 1, 2024. THIS FORM CANNOT BE USED TO CAST A VOTE ON THE PLAN.**

Abatement Funds Election
(Choose Option A or Option B)

Option A (NOAT II Instructions Replicated). I confirm that _____ elects Option A pursuant to which the Trust will distribute abatement funds by replicating the existing NOAT II instructions for my State/Territory. I confirm that my State/Territory understands that all funds distributed under this option must be used for abatement purposes.

--OR--

Option B (New Instructions, Single/Direct Payment). I confirm that _____ elects Option B pursuant to which the Trust will distribute abatement funds only to my State/Territory pursuant to new disbursement instructions. These new instructions will be obtained by Bradley Scher, the trustee for the Trust or his designee, through secure means at a later date.¹ The Trust will not use my State or Territory's NOAT II instructions and will not make payments directly to political subdivisions.

State Cost Fund Election
(States/District of Columbia Only – Choose Option 1 or Option 2)

Option 1 (Treat State Cost Funds As Abatement Funds & Send via NOAT II Instructions). I confirm that my State or the District of Columbia elects Option 1 pursuant to which the allocable portion of the State Cost Fund will be treated as abatement funds and sent by replicating my State's (or the District of Columbia's) NOAT II distribution instructions (Option A). I confirm that my State (or the District of Columbia) has not selected Option B, above.

--OR--

Option 2 (Single Distribution of State Cost Funds to Your State). I confirm that my State or the District of Columbia elects for Option 2 pursuant to which the allocable portion of the State Cost Fund will be sent directly to my State pursuant to new instructions to be obtained by Bradley Scher, the trustee for the Trust or his designee, through secure means at a later date. I understand that because the State Cost Funds may be used for abatement or for fees and costs, it will remain in the discretion of my State how it will use the State Cost Funds, but that these funds will not be sent directly to political subdivisions for abatement under this Option.

¹ As you will recall, our expectation is that the Trust will be able to make a single distribution to States/Territories and political subdivisions (as applicable) from funds received under the Endo plan now that the entire amount to be paid to the Trust will be paid on the Effective Date of Endo's plan.

By signing this form, I confirm that my State/Territory authorizes Pillsbury Winthrop Shaw Pittman LLP to take necessary steps to implement the Option(s) selected above, including, as applicable, obtaining the disbursement instructions (and any intra-state allocation) from the trustees of NOAT II, and providing those instructions to the Trust on my State or Territory's behalf, and authorizing the Trust or Wilmington Trust, N.A., in its capacity as Delaware Trustee for the Trust, to effect disbursement(s) according to those instructions.

Dated: _____, 2024

Name:

Title:

Address:

Email:

Phone:

EXHIBIT 5.2

SUMMARY OF EACH BENEFICIARY'S DISTRIBUTION ELECTIONS

EXHIBIT 5.2

STATE/TERRITORY DISTRIBUTION ELECTIONS
(UPDATED AS OF APRIL 18, 2024)

<u>NAME</u>	<u>OPTION A</u>	<u>OPTION B</u>	<u>OPTION 1</u>	<u>OPTION 2</u>
1. Alabama		✓		✓
2. Alaska	✓		✓	
3. Arizona	✓			✓
4. California	✓			✓
5. Colorado	✓		✓	
6. Connecticut	✓		✓	
7. Delaware	✓			✓
8. District of Columbia	✓		✓	
9. Georgia		✓		✓
10. Hawaii	✓		✓	
11. Idaho	✓		✓	
12. Illinois	✓			✓
13. Indiana	✓			✓
14. Iowa	✓		✓	
15. Kansas	✓		✓	
16. Kentucky	✓		✓	
17. Louisiana	✓		✓	
18. Maine		✓		✓
19. Maryland		✓		✓
20. Massachusetts		✓		✓

21. Michigan		✓		✓
22. Minnesota	✓		✓	
23. Mississippi	✓			✓
24. Missouri		✓		✓
25. Montana	✓		✓	
26. Nebraska	✓		✓	
27. Nevada	✓			✓
28. New Hampshire	✓		✓	
29. New Jersey	✓			✓
30. New Mexico	✓		✓	
31. North Carolina	✓			✓
32. North Dakota	✓		✓	
33. Ohio	✓			✓
34. Oregon	✓			✓
35. Pennsylvania	✓		✓	
36. Rhode Island	✓			✓
37. South Carolina	✓			✓
38. South Dakota	✓		✓	
39. Tennessee		✓		✓
40. Utah	✓		✓	
41. Vermont	✓			✓

42. Virginia	✓			✓
43. Washington		✓		✓
44. West Virginia		✓		✓
45. Wisconsin	✓			✓
46. Wyoming		✓		✓
47. American Samoa	✓		N/A	N/A
48. Guam	✓		N/A	N/A
49. Northern Mariana Islands	✓		N/A	N/A
50. Puerto Rico	✓		N/A	N/A
51. U.S. Virgin Islands		✓	N/A	N/A

EXHIBIT 6

CORE STRATEGIES AND APPROVED USES FOR ABATEMENT PROGRAMS

EXHIBIT 6

CORE STRATEGIES AND APPROVED USES

Schedule A Core Strategies

Participating Public Opioid Claimants of the Endo Public Opioid Trust shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”).¹

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and support.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE.

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

specialists, including tele-mentoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance

programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 2. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 1. Increase the number of prescribers using PDMPs;

2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families,

school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT 7

TRUSTEE FEE SCHEDULE

Ocean Ridge Capital Advisors, LLC – Pricing Structure	
Bradley Scher	\$575.00 per hour
Associate	\$250.00 per hour

Time Period	Scher Cap/Mo	Associate Cap/Mo
Initial 3 months	\$20,000	\$8,500
Each month distribution to be made	\$12,500	\$8,500
Months when 1099's are prepared	\$10,000	\$7,500
Months when 1041 is filed	\$10,000	\$7,500
All other months	\$10,000	\$5,000

1. All out of pocket expenses are to be reimbursed at cost.
2. The fees and costs for the Delaware Resident Trustee are separate and not included in this schedule.
3. To the extent that multiple activities are being performed in any given month, the cap will be the higher of the applicable caps.
4. Work done before the effective date will be billed at the above rates without any cap offset.