



CITY OF ANGLETON
SPECIAL CITY COUNCIL AGENDA
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, SEPTEMBER 30, 2025 AT 6:00 PM

Mayor | John Wright
Mayor Pro-Tem | Travis Townsend
Council Members | Barbara Simmons, Blaine Smith, Tanner Sartin, Christiene Daniel
Acting City Manager | Guadalupe "Lupe" Valdez
City Secretary | Michelle Perez

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A SPECIAL MEETING, OPEN TO THE PUBLIC, ON TUESDAY, SEPTEMBER 30, 2025, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

CITIZENS WISHING TO ADDRESS CITY COUNCIL

The Presiding Officer may establish time limits based upon the number of speaker requests, the length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Citizens may speak at the beginning or at the time the item comes before council in accordance with Texas Government Code Section 551.007. No Action May be Taken by the City Council During Public Comments.

REGULAR AGENDA

1. Discussion and possible action to approve Resolution No. 20250930-001 a resolution by the city council of the City of Angleton, Texas, authorizing participation into the Purdue settlement and authorizing the mayor to execute the settlement participation form to resolve opioid-related claims against Purdue.
2. Discussion and possible action to approve Resolution No. 20250930-002 a resolution by the city council of the City of Angleton, Texas, authorizing participation into the Purdue settlement and authorizing the mayor to execute the settlement participation form to resolve opioid-related claims against and eight opioid secondary manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus).

ADJOURNMENT

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with attorney; Section 551.072 - deliberation regarding real property; Section 551.073 - deliberation regarding prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - deliberation regarding security devices or security audit; Section 551.087 - deliberation regarding

economic development negotiations; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Tuesday, September 25, 2025, by 6:00 p.m. and remained so posted continuously for at least three business days preceding the scheduled time of said meeting.

/S/ Michelle Perez

Michelle Perez, TRMC, CMC
City Secretary

Public participation is solicited without regard to race, color, religion, sex, age, national origin, disability, or family status. In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodation to participate in this proceeding, or those requiring language assistance (free of charge) should contact the City of Angleton ADA Coordinator, Colleen Martin, no later than seventy-two (72) hours prior to the meeting, at (979) 849-4364 ext. 2132, email: cmartin@angleton.tx.us.



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 30, 2025

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action to approve Resolution No. 20250930-001 a resolution by the city council of the City of Angleton, Texas, authorizing participation into the Purdue settlement and authorizing the mayor to execute the settlement participation form to resolve opioid-related claims against Purdue.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Texas, along with a broad coalition of states and subdivisions, has now reached final agreements with twenty-three companies to resolve legal claims for their role in the opioid crisis. The newest agreements include an agreement with opioid manufacturer Purdue Pharma and the Sackler family as well as agreements with eight generic opioid manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus. There are also agreements with opioid manufacturers Johnson & Johnson, Endo, Teva, and Allergan. There is a separate joint agreement with three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson, as well as a settlement reached through bankruptcy with Mallinckrodt, a manufacturer and distributor. Finally, there are separate settlements with pharmacies CVS, Walgreens, Walmart, and Kroger.

The recent settlement with Purdue and the Sackler family brings Texas' combined share to \$3.347 billion, with Purdue and the Sacklers paying an estimated \$286 million to Texas and the eight generic opioid manufacturers paying approximately \$45 million to Texas.

Distribution within Texas is governed by the Texas Term Sheet, an intrastate agreement between the state and litigating subdivisions, and administered by the Opioid Council. Funds must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments. The more subdivisions that join the settlements, the more money everyone in Texas will receive.

Nationally, the agreements reached with manufacturers, distributors, and pharmacies provide for almost \$60 billion in payments to states and local governments. Funding is distributed to states

according to the allocation agreement reached among the Attorneys General. Only subdivisions in participating states are eligible to participate in the agreements.

RECOMMENDATION:

Approve Purdue Opioid Settlement Resolution

RESOLUTION NO. 20250930-001**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AUTHORIZING PARTICIPATION INTO THE PURDUE SETTLEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE SETTLEMENT PARTICIPATION FORM TO RESOLVE OPIOID-RELATED CLAIMS AGAINST PURDUE.**

WHEREAS, the City of Angleton, Texas (the “City”) obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, the “Defendants”) have engaged in fraudulent or reckless marketing or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the United States and the State of Texas; and

WHEREAS, the City Council of Angleton Texas adopted and approved the Texas Term Sheet and Allocation Schedule in its entirety on October 26, 2021 as evidenced by Resolution 20211026-002; and

WHEREAS, the Office of the Texas Attorney General has generally provided notice relating to settlement of opioid claims against Purdue (“Purdue Settlement”); and

WHEREAS, the City Council of Angleton Texas may participate in this settlement by adopting and submitting to the National Opioid Settlements Implementation Administrator on or before September 30, 2025, the Subdivision Participation and Release Form, attached hereto and incorporated herein by this referenced as Exhibit “A”) (the “Release Form”); and

WHEREAS, the City Council of Angleton, Texas (i) believes there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Angleton, (ii) supports the addition of the Purdue Settlement to those previously adopted; and (iii) supports the adoption and approval of the Release Form finds it to be in the public interest to approve such settlement; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANGLETON, TEXAS:

SECTION 1. The statements provided in the caption and the recitals of this Resolution are true and correct and are adopted herein for all intents and purposes.

SECTION 2. The City Council of Angleton hereby finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Angleton, (ii) supports the addition of the Purdue Settlement to those previously adopted; (iii) supports the adoption and approval of the Release Form and finds it to be in the public interest to approve such settlement.

SECTION 3. The Texas Subdivision and Special District Election and Release Forms are attached hereto as Exhibit “A” and made a part hereof for all purposes.

PASSED AND APPROVED THIS THE 30TH DAY OF SEPTEMBER, 2025.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC, CMC
City Secretary

EXHIBIT A

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: City of Angleton	State: Texas
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released

Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 30, 2025

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action to approve Resolution No. 20250930-002 a resolution by the city council of the City of Angleton, Texas, authorizing participation into the Purdue settlement and authorizing the mayor to execute the settlement participation form to resolve opioid-related claims against and eight opioid secondary manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus).

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A **FUNDS REQUESTED:** N/A

FUND: N/A

EXECUTIVE SUMMARY:

Texas, along with a broad coalition of states and subdivisions, has now reached final agreements with twenty-three companies to resolve legal claims for their role in the opioid crisis. The newest agreements include an agreement with opioid manufacturer Purdue Pharma and the Sackler family as well as agreements with eight generic opioid manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus. There are also agreements with opioid manufacturers Johnson & Johnson, Endo, Teva, and Allergan. There is a separate joint agreement with three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson, as well as a settlement reached through bankruptcy with Mallinckrodt, a manufacturer and distributor. Finally, there are separate settlements with pharmacies CVS, Walgreens, Walmart, and Kroger.

The recent settlement with Purdue and the Sackler family brings Texas' combined share to \$3.347 billion, with Purdue and the Sacklers paying an estimated \$286 million to Texas and the eight generic opioid manufacturers paying approximately \$45 million to Texas.

Distribution within Texas is governed by the Texas Term Sheet, an intrastate agreement between the state and litigating subdivisions, and administered by the Opioid Council. Funds must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments. The more subdivisions that join the settlements, the more money everyone in Texas will receive.

Nationally, the agreements reached with manufacturers, distributors, and pharmacies provide for almost \$60 billion in payments to states and local governments. Funding is distributed to states

according to the allocation agreement reached among the Attorneys General. Only subdivisions in participating states are eligible to participate in the agreements.

RECOMMENDATION:

Approve Secondary Manufacturers Opioid Settlement Resolution

RESOLUTION NO. 20250930-002

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AUTHORIZING PARTICIPATION INTO THE PURDUE SETTLEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE SETTLEMENT PARTICIPATION FORM TO RESOLVE OPIOID-RELATED CLAIMS AGAINST AND EIGHT OPIOID SECONDARY MANUFACTURERS (ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS).

WHEREAS, the City of Angleton, Texas (the “City”) obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, the “Defendants”) have engaged in fraudulent or reckless marketing or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the United States and the State of Texas; and

WHEREAS, the City Council of Angleton Texas adopted and approved the Texas Term Sheet and Allocation Schedule in its entirety on October 26, 2021 as evidenced by Resolution 20211026-002; and

WHEREAS, the Office of the Texas Attorney General has generally provided notice relating to settlement of opioid claims against eight (8) opioid manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (“Secondary Manufacturers Settlement”); and

WHEREAS, the City Council of Angleton Texas may participate in this settlement by adopting and submitting to the National Opioid Settlements Implementation Administrator on or before October 8, 2025, the Subdivision Participation and Release Form, attached hereto and incorporated herein by this referenced as Exhibit “A”) (the “Release Form”); and

WHEREAS, the City Council of Angleton, Texas (i) believes there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Angleton, (ii) supports the addition of the Secondary Manufacturers Settlement to those previously adopted; and (iii) supports the adoption and approval of the Release Form finds it to be in the public interest to approve such settlement; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANGLETON, TEXAS:

SECTION 1. The statements provided in the caption and the recitals of this Resolution are true and correct and are adopted herein for all intents and purposes.

SECTION 2. The City Council of Angleton hereby finds that there is a substantial need for

repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Angleton, (ii) supports the addition of the Secondary Manufacturers Settlement to those previously adopted; (iii) supports the adoption and approval of the Release Form and finds it to be in the public interest to approve such settlement.

SECTION 3. The Texas Subdivision and Special District Election and Release Forms are attached hereto as Exhibit “A” and made a part hereof for all purposes.

PASSED AND APPROVED THIS THE 30TH DAY OF SEPTEMBER, 2025.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC, CMC
City Secretary

EXHIBIT A

EXHIBIT K**Secondary Manufacturers' Combined Subdivision Participation and Release Form**
("Combined Participation Form")

Governmental Entity: City of Angleton	State: Texas
Authorized Official: John Wright (Mayor)	
Address 1: 121 S. Velasco	
Address 2:	
City, State, Zip: Angleton, TX 77515	
Phone: 979-849-4364	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - h. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - i. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____