MIDWEST CITY

Where the Spirit Flies High

CITY COUNCIL AGENDA

CITY OF MIDWEST CITY MEETINGS FOR September 23, 2025

All Council/Authority/Commission meetings of the City of Midwest City (MWC) elected officials will be held in the Council Chamber located at 100 N. Midwest Blvd., Midwest City, OK 73110, Oklahoma County, Oklahoma, unless notified otherwise.

Regularly scheduled meetings of the elected officials will be streamed live and recorded on the MWC YouTube channel: **Bit.ly/CityofMidwestCity** with the recorded videos available there within 48 hours.

Special Assistance for a Meeting: Send request via email to tanderson@midwestcityok.org or call 405-739-1220 no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

Please note that the elected officials will informally gather at or after 5:00 PM in the City Manager's Conference room for dinner for evening meetings; however, no business will be discussed or acted upon. Meals will only be provided to the City Council and staff. Doors to the Council Chamber will be open to the public fifteen minutes prior to the start of a meeting.

For the purposes of all meetings of the MWC elected and/or appointed officials, the term "possible action" shall mean possible adoption, rejection, amendments, postponements, and/or recommendation to the City Council and/or Authorities.

Pursuant to Midwest City Resolution 2022-50, the following rules of conduct and engagement are in effect for all meetings of the MWC elected and/or appointed officials:

1. Only residents of the City, and/or identifiable business doing business in or with the City, or where it is required by statute during public hearings may speak during a public meeting, unless by majority vote of the City Council, non-residents may be permitted to comment on agenda items that impact them. To verify this new requirement, speakers must state their name and City residential/business address or provide/present proof of residential/business address to the City Clerk before addressing the elected officials.

2. There will be a 4 (four) minute time restriction on each speaker, which can be extended by a vote of the City Council, only if it benefits and/or clarifies the discussion at hand. The City Clerk, or designee, will be the timekeeper and will notify the chair when time has expired.

3. The Mayor/Chair reserves the right to remove individuals from the audience if they become disorderly. If the Mayor/Chair asks a disruptive individual to leave and the individual refuses to leave, the meeting will be recessed and appropriate law enforcement action will be taken.

4. Agenda items requesting action of the elected officials shall include:
    1. Presentation by City Staff and/or their invited guest speaker;
    2. If a public hearing is required, questions and discussion by and between the elected officials, City Staff, and the public;
    3. Questions and discussion by and between the elected officials and City Staff, invited guest speaker, and/or public during a public hearing; and
    4. Motion and second by the elected officials.
    5. If a motion is to be amended, the one who made the motion may agree and restate the motion with the amendment; however, if the maker of the motion does not agree to the amendment, the motion may be voted on as it stands.
    6. Final discussion and possible action/amended motion by the elected officials.

CITY OF MIDWEST CITY COUNCIL AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

September 23, 2025 – 6:00 PM

Presiding members: Mayor Matthew Dukes		City Staff:
Ward 1 Susan Eads	Ward 2 Pat Byrne	City Manager Tim Lyon
Ward 3 Rita Maxwell	Ward 4 Marc Thompson	City Clerk Sara Hancock
Ward 5 Sara Bana	Ward 6 Rick Favors	City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Assistant City Manager Vaughn Sullivan
- Pledge of Allegiance
- Community-related announcements and comments

C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council members, by unanimous consent, can approve routine agenda items by one motion. If any Council member requests to discuss an item(s) or if there is not unanimous consent, then the item(s) will be removed and heard in regular order.

1. Discussion, consideration and possible action to approve the meeting minutes for August 26, 2025. (City Clerk - S. Hancock)

2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2025-2026 increase: General Government Sales Tax Fund, expenditures/Small tools & Equipment (16) $2,595; expenditures/Small Tools & Equipment (05) $1,075. MWC Fire Capitalization Fund, expenditures/Small Tools & Equipment (64) $6,221. MWC Police Capitalization, expenditures/Small Tools & Equipment (62) $26,645. Grants Funds, revenue/Intergovernmental (62) $10,508; revenue/Intergovernmental (57) $17,850; revenue/Intergovernmental (21) $493; expenditures/Transfers Out (21) $493. Emergency Operations Fund, expenditures/Transfers In (00) $493. Grants Funds, revenue/Intergovernmental (62) $11,237. Grants Housing Activities Fund, revenue/Intergovernmental (37) $22,500. Grants Funds, revenue/Intergovernmental (62) $15,042; expenditures/Overtime (62) $20,785; expenditures/Social Security (62) $1,639; revenues/Intergovernmental (57) $952,150. Grants Funds, revenue/Intergovernmental (57) $17,850; expenditures/Overtime (62) $8,486; expenditures/Social Security (62) $631; expenditures/Overtime (62) $4,415; expenditures/Travel & School (62) $575; expenditures/Supplies (62) $266; expenditures/Contractual (62) $7,560. Grants Fund, expenditures/Social Security (62) $2,195; revenue/Intergovernmental (62) $534. Police Impound Fees Fund, expenditures/Transfers Out (62) $534. (Finance- T. Cromar)

3. Discussion, consideration and possible action of approving decrease budget adjustments to the following fund for FY 2025-2026, decrease: General Fund, expenditures/Small Tools & Equipment (016) $-2,595; expenditures/Small Tools & Equipment (05) $-1,075. Grants Fund, revenue/Intergovernmental (62) $-9,020; revenue/Intergovernmental (62) $-688; expenditures/Overtime (62) $-688. MWC Police Department Fund, expenditures/Small Tools & Equipment (62) $-26,645. MWC Fire Department Fund, expenditures/Small Tools & Equipment (64) $-6,221. Grants Fund, expenditures/Social Security (62) $-152; expenditures/Social Security (62) $-86. (Finance- T. Cromar)

4. Discussion, consideration and possible action to authorize the City Manager or his designee to execute all documents necessary pertaining to the acceptance and approval of the Congressionally Directed Spending ("CDS") U.S. Federal Railroad Administration ("FRA") Consolidated Rail Infrastructure and Safety Improvements ("CRISI") Grant for the Midwest City, OK, Industrial Rail Spur Development Project. (Economic Development - R. Coleman)

5. Discussion consideration, and possible action to approve and adopt the City's Emergency Operations Plan for 2025-26 (Emergency Management- D. Wagner)

6. Discussion, consideration, and possible action of 1) declaring various office furniture, equipment and other miscellaneous items of City property as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary. (Neighborhood Services - M. Stroh)

7. Discussion, consideration and possible action, declaring miscellaneous Office Supplies, as surplus and authorizing disposal by public auction, sealed bid or destruction, if necessary. (City Clerk - S. Hancock)

8. Discussion, consideration, and possible action to declare (1) Treadmill, (1) Leg Press machine, (1) Leg Extension/Curl machine, (1) Biceps/Triceps machine, (1) Max Rack Smith Machine, (1) Plate loaded leg curl machine, as surplus and authorizing disposal by public auction, sealed bid, or other necessary means. (G. Wipfli-Police Chief)

9. Discussion, consideration, and possible action of declaring various computer equipment and other miscellaneous items per attached memo as obsolete, defective, or replaced and authorizing their disposal by public auction, sealed bid or other means as necessary. (Information Technology - A. Stephenson)

10. Discussion, consideration, and possible action of declaring miscellaneous construction materials and equipment from the Public Works Department as surplus and authorizing their disposal by sealed bid, public auction or by other means as necessary. (Public Works - R. Paul Streets)

D. DISCUSSION ITEMS.

1. Discussion, consideration and possible action of approving a resolution and executing all appropriate documents to participate in the Purdue Pharma LP, Members of the Sackler Family, Alvogen Inc., Amneal Pharmaceuticals, Inc., Apotex Inc., Hikma Pharmaceuticals USA, Inc., Indivior, Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals Opioid Settlement Agreements. (D. Maisch – City Attorney).

2. Discussion, consideration, and possible action of adopting, the Collective Bargaining Agreement (CBA) between the City of Midwest City and the Fraternal Order of Police (FOP) Lodge 127, as negotiated to be effective from July 1, 2025, through June 30, 2026. (Human Resources - T. Bradley)

3. (MP-00025) Public hearing, discussion, consideration, and possible action to approve a Minor Plat of Pointon's Glendale Additions for the property located at 10624 & 10628 E. Reno Avenue, Midwest City, Oklahoma. (Community Development - M. Summers)

4. (PC-2217) Public hearing, discussion, consideration, and possible action on a resolution to amend the Comprehensive Plan from Office/Retail to Commercial; and an ordinance to redistrict from C-3 (Community Commercial District) to PUD (Planned Unit Development), for the property located at 2300 and 2350 S. Midwest Blvd., Midwest City, Oklahoma. (Community Development - M. Summers)

5. (PC-2228) Public hearing, discussion, consideration, and possible action on a resolution to amend the Comprehensive Plan from Single-Family Detached to Medium Density Residential; and an ordinance to redistrict from R-6 to SPUD, for the property located at 1116 Wilkinson Drive, Midwest City, Oklahoma. (Community Development - M. Summers)

6. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration; by creating a new Article XI, Midwest City Municipal Code Enforcement Lien Act; providing for a repealer, and severability. (D. Maisch – City Attorney).

7. Discussion, consideration, and possible action of awarding the bid to and approving a contract with H & H Plumbing & Utilities, Inc., for $616,970.00 and 90 Calendar Days for the S.E. 29th Street and Douglas Boulevard Water Line and Sanitary Sewer Improvement project and authorizing the City Manager to execute the contract. (Public Works - R. Streets)

E. NEW BUSINESS/PUBLIC DISCUSSION. "In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Council on any subject not scheduled on the regular agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL."

F. FURTHER INFORMATION.

1. Review of the August 5, 2025 Planning Commission Meeting Minutes. (Community Development - M. Summers)

2. Monthly Residential and Commercial Building report for August 2025 Building Report (Community Development —M. Summers)

3. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for August 2025. (Human Resources - T. Bradley)

4. Review of the City Manager's Report for the month of August 2025. (Finance - T. Cromar)

G. ADJOURNMENT.

MIDWEST CITY

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CONSENT AGENDA

Notice for the Midwest City Council meetings was filed for the calendar year with the City Clerk of Midwest. Public notice of this agenda was accessible at least 24 hours before the meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Council Minutes

August 26, 2025

This meeting was held in the City Hall Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 6:01 PM with the following members present:

Ward 1 Susan Eads	Ward 2 Pat Byrne	Assistant City Manager Vaughn Sullivan
Ward 3 Rita Maxwell	Ward 4 Marc Thompson	City Clerk Sara Hancock
Ward 5 Sara Bana	Ward 6 Rick Favors	City Attorney Don Maisch

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance was led by Carl Albert Color Guard. The Mayor presented Proclamation to Susan MacQuarrie. Vaughn Sullivan made community-related announcements and comments.

CONSENT AGENDA. Bana made a motion to approve the consent with exception to pulled items #4 and 5, seconded by Maxwell. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

1. Discussion, consideration and possible action to approve the meeting minutes for July 22, 2025.

2. Discussion, consideration and possible action to approve the minutes of the August 12, 2025, special meeting.

3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2025-2026 increase: General Gov't Sales Tax Fund, expenditures/Street (09) $9,000. Grants Fund, revenue/Intergovernmental (06) $254,000; expenditures/Transfers Out (06) $254,000; revenue/Intergovernmental (09) $541,534; expenditures/Transfers Out (09) $541,534; revenue/Intergovernmental (21) $10,757; expenditures/Transfers Out (21) $10,757; revenue/Intergovernmental (24) $117,820; expenditures/Transfers Out (24) $117,820; revenue/Intergovernmental (25) $62,500; expenditures/Transfers Out (25) $62,500; revenue/Intergovernmental (41) $589,496; expenditures/Transfers Out (41) $589,496; revenue/Intergovernmental(42) $175,279; expenditures/Transfers Out (42) $175,279; revenue/Intergovernmental (43) $107,501; expenditures/Transfers Out (43) $107,501; revenue/Intergovernmental (46) $2,130,673; expenditures/Transfers Out (46) $2,130,673; revenue/Intergovernmental (57) $772,150; expenditures/Transfers Out (57) $790,000; revenue/Intergovernmental (61) $346,808; expenditures/Transfers Out (61) $346,808; revenue/Intergovernmental (62) $153,894; expenditures/Transfers Out (62) $2,753; revenue/Intergovernmental (72) $250,943; expenditures/Transfers Out (72) $250,943. Street Tax

Fund, revenue/Transfers In (00) $254,000. MWC Police Department Fund, revenue/Transfers In (62) $2,195; expenditures/MWC Police Department (62) $98,601. Emergency Operations Fund, revenue/Transfers In (21) $10,757. General Government Sales Tax Fund, revenue/Transfers In (09) $541,534; revenue/Transfers In (24) $117,820. Capital Improvements Fund, revenue/Transfers In (00) $790,000. Fleet Services Fund, revenue/Transfers In (00) $62,500. Reimbursed Projects Fund, expenditure/Park & Recreation (06) $10,492; expenditure/Streets (09) $4,495; expenditure/Animal Welfare (10) $7,243; expenditure/Neighborhood Services (15) $27,779; revenue/Intergovernmental (39) $568,430; expenditure/Grants Mgmt (39) $94,441; expenditure/Economic (87) $49,443. Police Impound Fees Fund, revenue/Transfers Out (62) $558. Grants/Housing Activities Fund, revenue/Intergovernmental (37) $67,500; expenditures/Housing (37) $52,500. Comm Dev Block Grant Fund, expenditure/Grants Mgmt (39) $139,002. Disaster Relief Fund, expenditures/Disaster Relief (88) $100,000.

6. Discussion, consideration and possible action to authorize the City Manager or his designee to execute all documents necessary pertaining to the acceptance and approval of the Congressionally Directed Spending (“CDS”) U.S. Federal Railroad Administration (“FRA”) Consolidated Rail Infrastructure and Safety Improvements (“CRISI”) Grant for the Midwest City, OK, Industrial Rail Spur Development Project.

7. Discussion, consideration, and possible action of approving Change Order #2 for $13,362.00 with Oklahoma Department of Transportation for STP-255B(575)AG, State Job Number 33345(04), Midwest Boulevard resurfacing from SE 29th Street to NE 10thStreet.

8. Discussion, consideration and possible action of appointing Joel Bryant to the newly created Trades’ Advisory Board.

9. Discussion, consideration, and possible action of declaring various computer equipment and other miscellaneous items per attached memo as obsolete, defective, or replaced and authorizing their disposal by public auction, sealed bid or other means as necessary.

10. Discussion, consideration, and possible action to declare (4) Chevrolet Caprice’ and (1) RAM with their contents as surplus and authorizing disposal by public auction, sealed bid, or other necessary means.

11. Discussion, consideration, and possible action of declaring miscellaneous equipment from the Public Works Department as surplus and authorizing their disposal by sealed bid, public auction or by other means as necessary.

12. Discussion, consideration, and possible action of declaring a SCAG Turf Tiger Zero Turn Riding Mower Fleet ID 07-04-02 as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.

4. **Discussion, consideration and possible action of approving a contract with Arledge & Associates, P.C. to perform the FY 2024-2025 audit of Midwest City' financial statements for the audit fee of $54,200, Single Audit Fee of $7,000 and major programs $5,000 each.**

Bana asked questions. T. Cromar addressed Council. After discussion, Bana made a motion to approve the contract, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

5. **Discussion, consideration and possible action approving a contract with the Central Oklahoma Master Conservancy District to establish a rate and allocation for the acquisition of flood waters from Lake Thunderbird, upon request**.

Thompson, Maxwell and Bana asked questions. P. Streets addressed Council. After discussion, Thompson made a motion to approve the contract, seconded by Maxwell. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

DISCUSSION ITEMS.

1. **Discussion, consideration, and possible action of adopting, the Collective Bargaining Agreement (CBA) between the City of Midwest City and the International Association of Firefighters (IAFF) Local 2066, as negotiated to be effective from July 1, 2025, through June 30, 2026.**

T. Bradley addressed the council. Mayor and Favors asked questions. After discussion, Bana made a motion to approve the agreement, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

2. **Discussion, consideration, and possible action of approving a contract with Kimley- Horn and Associates, Inc., in an amount not to exceed $294,800.00, for the development of a Parks & Trails Master Plan for the City of Midwest City.**

J. Ryan and Darrin Scott with Kimley Horn addressed the Council. Byrne, Bana, and Thomspon asked questions. After discussions, Eads made a motion to approve the contract, seconded by Bana. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

3. **Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 40, Taxation; Article III, Hotel Room Tax; Section 40-53, Levied; Section 40-71, Use of Funds; and Providing for Repealer and Severability.**

R. Rushing, D. Maisch, and V. Sullivan address the council. Maxwell, Bana, Mayor, Thompson, and Byrne asked questions. After discussion, Favors made a motion to approve Ordinance 3600, seconded by Byrne. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: Eads. Motion Carried.

4. **Discussion, consideration and possible action of passing and approving a resolution authorizing the calling and holding a special municipal election in the City of Midwest, City, County of Oklahoma, State of Oklahoma, on Tuesday, November 18, 2025, for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma with the question for their approval or rejection of Ordinance No. 3600 relating to the levy of a hotel/motel tax.**

Byrne asked questions. Maisch addressed Council. After discussion, Byrne made a motion to approve Resolution 2025-24, seconded by Favors. Voting Aye: Byrne, Thompson, Favors and Dukes. Nay: Eads, Maxwell, and Bana. Motion Carried.

5. **Discussion, consideration and possible action of issuing a proclamation calling for a special municipal election in the City of Midwest, City, County of Oklahoma, State of Oklahoma, on Tuesday, November 18, 2025, for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma with the question for their approval or rejection of Ordinance No. 3600 relating to the levy of a hotel/motel tax.**

Thompson asked questions. Maisch addressed Council. After discussion, Thompson made a motion to approve the proclamation, seconded by Favors. Voting Aye: Byrne, Thompson, Favors and Dukes. Nay: Eads, Maxwell, and Bana. Motion Carried.

6. (**CA-82) Discussion, consideration, and possible action to consider approval of a Plat Correction Certificate for the Boulder Ridge Estates addition to Midwest City, Oklahoma County, Oklahoma**.

M. Summers and V. Sullivan addressed the Council. Byrne asked questions. After discussion, Favors made a motion to approve, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

7. (**PC-2220) Public hearing, discussion, consideration, and possible action to consider approval of the Final Plat of Cypress Village, for the property located at 1120 S. Post Road & 10100 SE 10th Street, Midwest City, Oklahoma.**

M. Summers addressed the Council. Thompson asked questions. After discussion, Thompson made a motion to approve the final plat, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

At 6:56 PM Bana left the meeting and returned at 6:57 PM.

At 7:00 PM to 7:01 PM Eads left horseshoe but remained in Chambers.

At 7:00 PM Favors left the meeting.

8. **(PC-2222) Public hearing, discussion, consideration, and possible action approving an ordinance to redistrict from C-3 (Community Commercial District) to PUD (Planned Unit Development), for the property described as Lots 1, 2, 3, 24, 25, and 26 of Block 3 of Aviation Acres Addition, Oklahoma County, Oklahoma.**

Summers address the council. Council and staff had discussion on the item. Byrne made a motion to approve Ordinance 3601, seconded by Thompson. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, and Dukes. Nay: none. Recused: Favors. Motion Carried.

At 7:04 PM Favors returned to meeting.

9. **(PC-2221) Public hearing, discussion, consideration, and possible action to consider approval of a Special Use Permit (SUP) to allow Eating Establishments: Sit-Down, Alcoholic Beverages Permitted in the C-3 (Community Commercial District) for the property located at 2113 S. Air Depot Blvd, Midwest City, Oklahoma.**

M. Summers, Frank Young of 6229 SE 8th St, and Todd Ruddell the Applicants Attorney addressed the Council. Thompson, Maxwell, Eads, Bana, and Byrne had questions. After discussion, Eads made a motion to approve the SUP, seconded by Bana. Voting Aye: Eads, Maxwell, Thompson, and Bana. Nay: Byrne and Favors. Abstain: Dukes. Motion Carried.

10. **Public hearing with discussion, consideration, and possible action to approve a resolution declaring the structure(s) located at 10324 SAINT. PATRICK DR; a dilapidated building(s) as defined in Midwest City Ordinance "Section" 9-3 and abatement accordingly to the Municipal Code and setting dates to demolish and remove the structure(s) from the site.**

Eads made a motion to approve Resolution 2025-25, seconded by Maxwell. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion Carried.

At 7:32 PM Council took a recess and reconvened at 7:41 PM.

11. **Public hearing with discussion, consideration, and possible action to approve a resolution declaring the structure(s) located at 9603 S.E. 4th ST. a dilapidated building(s) as defined in Midwest City Ordinance "Section" 9-3 and abatement accordingly to the Municipal Code and setting dates to demolish and remove the structure(s) from the site.**

M. Stroh and V. Sullivan addressed the Council. Eads asked questions. After discussion, Eads made a motion to approve Resolution 2025-26, seconded by Bana. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana Favors and Dukes. Nay: none. Motion carried.

12. **Discussion, consideration, and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention; Article II, In General; Division 1, Generally; Section 15-22, Location of Fire Hydrants; and providing for repealer and severability.**

P. Streets addressed the Council. Eads made a motion to approve Ordinance 3602, seconded by Bana. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana Favors and Dukes. Nay: none. Motion carried.

13. **Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration; Article II, City Council; Section 2-11, Time of regular meetings of council; and providing for repealer and severability.**

D. Maisch addressed the Council. Byrne asked questions. After discussion, Eads made a motion to approve Ordinance 3603, seconded by Bana. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana Favors and Dukes. Nay: none. Motion carried.

14. **Discussion, consideration, and possible action on an ordinance amending Midwest City municipal code, Chapter 9, Buildings and Building Regulations; Article IX, Tornado Shelters; Section 9-596, Definitions; Section 9-597, Permits Required; Section 9-598, Approval of Plans, Specifications; Section 9-599, Permit Issuance, Fee; Section 9-600, Standards and Specifications; and Section 9-601, Violations; and providing for repealer and severability.**

M. Summers addressed the Council. Favors and Bana asked questions. After discussion, Bana made a motion to approve Ordinance 3604, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana Favors and Dukes. Nay: none. Motion carried.

15**. Discussion, consideration, and possible action on an ordinance amending Midwest City municipal code, Chapter 9, Buildings and Building Regulations; Article I, In General; Section 9-5, Incorporation by Reference; 9-16 Reserved; and providing for repealer and severability.**

M. Summers addressed the Council. Favors made a motion to approve Ordinance 3605, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana Favors and Dukes. Nay: none. Motion carried.

16. **Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 10, Child Care Centers and Adult Day Care Centers; Article I, In General; Section 10-3, Definitions; Article III, Standards and Requirements; Sections 10-36, Compliance with Codes and 10-39, Minimum Standards; and providing for repealer, severability and an effective date.**

D. Maisch addressed the Council. Bana asked questions. After discussion, Bana made a motion to approve Ordinance 3606, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana Favors and Dukes. Nay: none. Motion carried.

At 8:09 to 8:10 PM Eads left the horseshoe but remained in Chambers.

17. **Discussion, consideration, and possible action on an ordinance amending Midwest City municipal code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc.; Article I, In General; Sections 23-1 through 23-22; Article II, Licenses and Permits, Sections 23-23 through 23-42; Article III, Manufactured Homes and Trailer Regulations, Sections 23-43 through 23-73; Article IV, Manufactured Home and Travel Trailer Park, Sections 23-74 through 23-191; Article V, Manufactured Home Subdivisions, Sections 23-192 through 23-198; and providing for repealer and severability.**

M. Summers addressed the Council. Bana, Maxwell, Byrne, Eads and Mayor asked questions. After discussion, Favors made a motion to approve Ordinance 3607, seconded by Maxwell. Voting Aye: Eads, Byrne, Maxwell, Thompson, Favors and Dukes. Nay: none. Abstain: Bana. Motion carried.

18. **Discussion, consideration, and possible action on an ordinance amending Midwest City municipal code, Chapter 31, Health Care Facilities; Article II, Hospitals and Ambulatory Surgical Care Facilities; Section 31-27, Hospitals; Section 31-28, Ambulatory Surgical Care Facilities; Section 31-29, Cardiac Catheterization Laboratories; Section 31-30, Diagnostic Imaging Center; and providing for repealer and severability.**

M. Summers addressed the Council. Eads made a motion to approve Ordinance 3608, seconded by Favors. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana Favors and Dukes. Nay: none. Motion carried.

19. **Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors; Article IV, Garage Sales, Yard Sales, Etc.; Section 32-76, Exemption; providing for a repealer and severability.**

Maisch addressed the Council. Eads made a motion to approve Ordinance 3609, seconded by Bana. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana Favors and Dukes. Nay: none. Motion carried.

20. **Discussion, consideration, and possible action of adopting the annual water meter schedule of fees review as allowed per Midwest City Municipal Code, Chapter 43 Water, Sewer, Sewage Disposal and Stormwater Quality, Article II, Water, Section 18 Installation fees; meter installation, etc.**

P. Streets addressed the Council. Eads made a motion to approve the action, seconded by Byrne. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion carried.

21. **Discussion, consideration, and possible action to approve an ordinance amending the Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article III, Sewers and Sewage Disposal; Division 8, Usage Rates and Charges, Section 43-224, Sewer User Charge; and providing for repealer and severability.**

P. Streets addressed the Council. Thompson asked questions. After discussion, Thompson made a motion to approve Ordinance 3610, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION.

Charles Williams of 403 E Rickenbacker Dr addressed the council concerning soft surface parking.

At 8:24 PM Eads left the meeting.

FURTHER INFORMATION.

1. (PC-2217) Public hearing, discussion, consideration, and possible action on a resolution to amend the Comprehensive Plan from Office/Retail to Commercial; and an ordinance to redistrict from C-3 (Community Commercial District) to PUD (Planned Unit Development), for the property located at 2300 and 2350 S. Midwest Blvd., Midwest City, Oklahoma.

2. Review of the July 1, 2025 Planning Commission Meeting Minutes.

3. FY 2024 - 2025 Annual Report of the Urban Renewal Authority

4. Monthly Residential and Commercial Building report for July 2025 Building Report

5. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for July 2025.

6. Review of the City Manager's Report for the month of July 2025.

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 8:24PM

ATTEST:

_____
MATTHEW D. DUKES II, Mayor

_____
SARA HANCOCK, City Clerk

Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
tcromar@midwestcity.org
Office: 405-739-1245
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: September 23, 2025

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2025-2026 increase: General Government Sales Tax Fund, expenditures/Small tools & Equipment (16) $2,595; expenditures/Small Tools & Equipment (05) $1,075. MWC Fire Capitalization Fund, expenditures/Small Tools & Equipment (64) $6,221. MWC Police Capitalization, expenditures/Small Tools & Equipment (62) $26,645. Grants Funds, revenue/Intergovernmental (62) $10,508; revenue/Intergovernmental (57) $17,850; revenue/Intergovernmental (21) $493; expenditures/Transfers Out (21) $493. Emergency Operations Fund, expenditures/Transfers In (00) $493. Grants Funds, revenue/Intergovernmental (62) $11,237. Grants Housing Activities Fund, revenue/Intergovernmental (37) $22,500. Grants Funds, revenue/Intergovernmental (62) $15,042; expenditures/Overtime (62) $20,785; expenditures/Social Security (62) $1,639; revenues/Intergovernmental (57) $952,150. Grants Funds, revenue/Intergovernmental (57) $17,850; expenditures/Overtime (62) $8,486; expenditures/Social Security (62) $631; expenditures/Overtime (62) $4,415; expenditures/Travel & School (62) $575; expenditures/Supplies (62) $266; expenditures/Contractual (62) $7,560. Grants Fund, expenditures/Social Security (62) $2,195; revenue/Intergovernmental (62) $534. Police Impound Fees Fund, expenditures/Transfers Out (62) $534.

The first and second supplements are needed to move budget for Small Tools & Equipment from General Fund 010 to Gen Gov Sales Tax Fund 009. The third supplement is needed to move budget for Small Tools & Equipment from MWC Fire Dept Fund 040 to Fire Capitalization Fund 041. The fourth supplement is needed to move budget for Small Tools & Equipment from MWC Police Dept Fund 020 into Police Capitalization Fund 021. The fifth supplement is needed to budget for additional revenue for project #622526 in the Grants Fund. The sixth supplement is needed to budget for additional revenue for project #572203 in the Grants Fund. The seventh and eight supplements are needed to increase budget for project #182503 in the Grants Fund. The ninth supplement is needed to increase budget for project #182503 in the Emergency Operations Fund. The tenth supplement is needed for additional revenue on project #622528 in the Grants Fund. The eleventh supplement is needed to budget for additional revenue for project #372301 in the Grants Housing Activities Fund. The twelfth through fourteenth supplements are needed to increase budget needed for project #622523 in the Grants Fund. The fifteenth supplement is needed to budget for increased revenue needed for project #572203 in the Grants Fund. The sixteenth through twenty-fourth supplements are needed due to additional roll-forward from FY

24/25 that should have happened in the Grants Fund. The twenty-fifth supplement is needed due to additional roll-forward from FY 24/25 that should have happened in for the Police Impound Fees Fund.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

September 23, 2025

Fund General Government Sales Tax (009)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
16	Small Tools & Equipment			2,595	
5	Small Tools & Equipment			1,075	
		0	0	3,670	0

Explanation:
To move all expenses from Fund 010 (20-35) accounts, into fund 009 (20-35) accounts.

Fund MWC FIRE CAPITALIZATION (041)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
64	SMALL TOOLS & EQUIP			6,221	
		0	0	6,221	0

Explanation:
To move all expenses from Fund 40 (20-35) accounts, into fund 041 (20-35) accounts.

Fund MWC POLICE CAPITALIZATION (021)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	SMALL TOOLS & EQUIP			26,645	
		0	0	26,645	0

Explanation:
To move all expenses from Fund 20 (20-35) accounts, into fund 021 (20-35) accounts.

Fund Grants Funds (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	Intergovernmental (622526)	10,508			
		10,508	0	0	0

Explanation:
To budget for additional revenue not accounted for in previous calculation due to accrual in prior period.
Funding to come from fund balance.

SUPPLEMENTS

September 23, 2025

Fund Grants Funds (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
57	Intergovernmental (572203)	17,850			
		17,850	0	0	0

Explanation:
To budget for additional revenue that should have been rolled forward in 24/25.
Funding to come from fund balance.

Fund Grants Funds (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
21	Intergovernmental (182503)	493			
21	Transfers Out (182503)			493	
		493	0	493	0

Explanation:
To increase budget for project # 182503 due to additional sub grant reward.
Funding to come from fund balance.

Fund Emergency Operations Fund (070)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
0	Transfers In Grants (143) (182503)			493	
		0	0	493	0

Explanation:
To increase budget for project # 182503 due to additional sub grant reward.
Funding to come from fund balance.

Fund Grants Funds (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	Intergovernmental (622528)	11,237			
		11,237	0	0	0

Explanation:
To budget for additional revenue not accounted for in previous calculation due to accrual in prior period.
Funding to come from fund balance.

SUPPLEMENTS

September 23, 2025

Fund Grants / Housing Activities (142)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
37	Intergovernmental (372301)	22,500			
		22,500	0	0	0

Explanation:
To budget for additional revenue not accounted for in previous calculation due funds being received in FY 26 already.
Funding to come from fund balance.

Fund Grants Funds (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	Intergovernmental (622523)	15,042			
62	Overtiime (622523)			20,785	
62	Social Security (622523)			1,639	
		15,042	0	22,424	0

Explanation:
To increase budget for FY 25/26 due to calculation error. Funding to come from Fund Balance.

Fund Grants Funds (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
57	Intergovernmental (572203)	952,150			
		952,150	0	0	0

Explanation:
To increase budget for project #572203 due to revenue already being received in FY 26 when calculations were made.
Funding to come from Fund balance.

Fund Grants Funds (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
57	Intergovernmental (572402)	17,850			
		17,850	0	0	0

Explanation:
To increase budget for revenue due to calculation error. $790,000 in revenue budget should have rolled from FY 24/25.
Funding to come from fund balance

SUPPLEMENTS

September 23, 2025

Fund Grants Funds (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	Overtime (622525)			8,486	
62	Social Security (622525)			631	
		0	0	9,117	0

Explanation:
To increase expenditure budgets for project #622525 due to a calculation error when rolling forward FY 24/26 budgets.
Funding to come from fund balance.

Fund Grants Funds (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	Overtime (622526)			4,415	
62	Travel & School (622526)			575	
62	Supplies (622526)			266	
62	Contractual (622526)			7,560	
		0	0	12,816	0

Explanation:
To increase expenditure budgets for project #622526 due to a calculation error when rolling forward FY 24/26 budgets.
Funding to come from fund balance.

Fund Grants Funds (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	Social Security (622526)			2,195	
		0	0	2,195	0

Explanation:
To Increase budget that should have been rolled forward from FY 24/25.
Funding to come from fund balance.

SUPPLEMENTS

September 23, 2025

Fund Grants Funds (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	Intergovernmental (622525)	534			
		534	0	0	0

Explanation:
To Increase budget that should have been rolled forward from FY 24/25.
Funding to come from fund balance.

Fund POLICE IMPOUND FEES (037)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	Transfers Out (622525)			534	
		0	0	534	0

Explanation:
To Increase budget that should have been rolled forward from FY 24/25.
Funding to come from fund balance.

Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
tcromar@midwestcity.org
Office: 405-739-1245
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: September 23, 2025

SUBJECT: Discussion, consideration and possible action of approving decrease budget adjustments to the following fund for FY 2025-2026, decrease: General Fund, expenditures/Small Tools & Equipment (016) $-2,595; expenditures/Small Tools & Equipment (05) $-1,075. Grants Fund, revenue/Intergovernmental (62) $-9,020; revenue/Intergovernmental (62) $-688; expenditures/Overtime (62) $-688. MWC Police Department Fund, expenditures/Small Tools & Equipment (62) $-26,645. MWC Fire Department Fund, expenditures/Small Tools & Equipment (64) $-6,221. Grants Fund, expenditures/Social Security (62) $-152; expenditures/Social Security (62) $-86.

The first and second decreases are needed to reduce budget in the General Fund 010 Small Tools & Equipment accounts because they were both moved into Fund 009. The third, fourth, and fifth decreases are needed to reduce the budget in the Grants Funds for two separate projects, due to the grant being expired. The sixth decrease is needed to reduce the budget for the Police Department Small Tools & Equipment account due to it being moved into Fund 021. The seventh decrease is needed to reduce the budget in the Fire Department Small Tools and Equipment due to it being moved into Fund 041. The eighth and ninth decreases are needed to reduce the budget in Grants Funds for two projects for funds that should not have been rolled forward from FY 24/25 due to Grant being complete.

Tiatia Cromar
Tiatia Cromar
Finance Director

DECREASES

September 23, 2025

Fund General (010)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
16	Small Tools & Equipment				2,595
5	Small Tools & Equipment				1,075
		0	0	0	3,670

Explanation:
To move all expenses from Fund 010 (20-35) accounts, into fund 009 (20-35) accounts.

Fund Grants Funds (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	Intergovernmental (622324)		9,020		
		0	9,020	0	0

Explanation:
To decrease for project #622324 due to the dates of the grant being expired on 9/30/23.

Fund Grant Funds (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	Intergovernmental (622420)		688		
62	Overtime (622420)				688
		0	688	0	688

Explanation:
To decrease for project #622420 due to the dates of the grant being expired on 9/30/24.

DECREASES

September 23, 2025

Fund MWC POLICE DEPARTMENT (020)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	SMALL TOOLS & EQUIP				26,645
		0	0	0	26,645

Explanation:
To move all expenses from Fund 20 (20-35) accounts, into fund 021 (20-35) accounts.

Fund MWC FIRE DEPARTMENT (040)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
64	SMALL TOOLS & EQUIP				6,221
		0	0	0	6,221

Explanation:
To move all expenses from Fund 40 (20-35) accounts, into fund 041 (20-35) accounts.

Fund Grants Funds (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	Social Security (622421)				152
		0	0	0	152

Explanation:
To decrease budget that should not have been rolled forward from FY 24/25. Project is now complete.

Fund Grants Funds (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	Social Security (622323)				86
		0	0	0	86

Explanation:
To decrease budget that should not have been rolled forward from FY 24/25. Project is now complete.

MIDWEST CITY
Economic Development

Economic Development
100 N Midwest Boulevard
Midwest City, OK 73110-4327
(405) 739-1202
MidwestCityOK.biz

MEMORANDUM

To: Honorable Mayor and Council

From: Robert Coleman, Director of Economic Development
Terri Craft, Grants Manager

Date: September 23, 2025

Subject: Discussion, consideration and possible action to authorize the City Manager or his designee to execute all documents necessary pertaining to the acceptance and approval of the Congressionally Directed Spending ("CDS") U.S. Federal Railroad Administration ("FRA") Consolidated Rail Infrastructure and Safety Improvements ("CRISI") Grant for the Midwest City, OK, Industrial Rail Spur Development Project.

In the American Glass Development Finance Assistance Agreement, we committed to moving forward and to prioritize the installation of the rail switch and spur to serve the Soldier Creek Industrial Park Rail (PROJECT#952406) at an estimated cost of $2.1 million. Thanks to U.S. Congressman Tom Cole's office, we were able to secure a grant from the FY24 CRISI program that may reimburse up to 75% of the actual costs incurred in constructing the project.

With the valuable assistance of Ms. Adrianne Covington-Graham, the Grant Writer & Funding Support Specialist for Garver Engineering, Grants Manager Terri Craft and Director of Economic Development Robert Coleman have been diligently working to complete all tasks necessary to obtain the FRA's notice of award.

There is a strong possibility the U.S. FRA will issue the approvals we desperately need sometime before our next meeting. We are respectfully asking Council to authorize the City Manager or his designee, under the advisement of legal counsel, to execute all documents necessary to proceed, thereby helping us expedite a project that is well behind schedule.

This authorization does not incur additional expenses but it will commit the City to abide by those terms prescribed by the U.S. FRA in administering and applying grant funds.

Please contact Economic Development Director Robert Coleman (405) 739-1218 or Grants Manager Terri Craft (405) 739-1217 with any questions.

Respectfully,

R Coleman

Robert Coleman, Director of Economic Development

EMERGENCY MANAGEMENT
8201 E. Reno Ave.
Midwest City, OK. 73110
Office: 405-739-1386

To: Honorable Mayor and Council

From: Debra Wagner, Emergency Manager

Date: September 23, 2025

Subject: Discussion, consideration, and possible action to approve and adopt the City's Emergency Operations Plan for 2025-26.

The Midwest City Emergency Operations plan is the foundation of a comprehensive Emergency Management program. The EOP provides a framework in which the departments of the city and our community partners plan for and perform their respective emergency functions during a disaster or national emergency. This plan recognizes the need for proactive engagement through all phases of emergency management by the whole community of Midwest City.

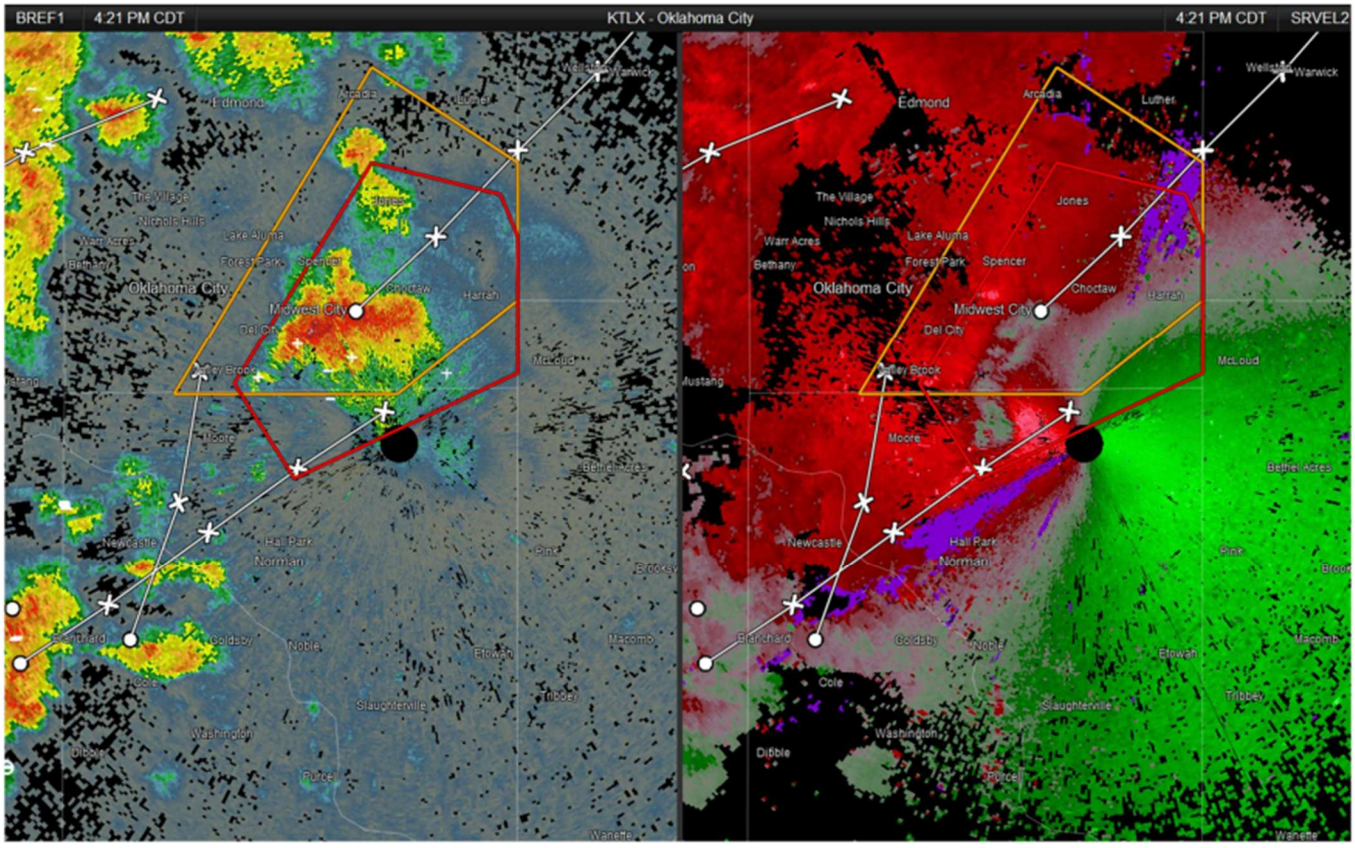
State and Federal Emergency Management Performance Grant requirements include an annual Emergency Operations Plan review and update. The Midwest City plan has been reviewed by the Whole Community Planning Group and updated to reflect current best practices.

In accordance with Homeland Security Presidential Directive 5, all agencies, departments, and organizations having responsibilities identified in the EOP will use the National Response Framework (NRF), including the Incident Command System (ICS). This allows for proper coordination and communication between local, state and federal organizations.

Please feel free to contact me with any questions at 405-739-1386.

Debra Wagner

MIDWEST CITY, OK
EMERGENCY OPERATIONS PLAN
2025-26



Prepared By:

Midwest City Emergency Management
May 8, 2025

APPROVAL PAGE

Effective Date: _____

To all recipients:

Transmitted herewith is the new integrated Emergency Operations Plan for the City of Midwest City, Oklahoma. This plan supersedes any previous emergency management/civil defense plans promulgated by the city for this purpose. It provides a framework in which the departments of the City of Midwest City can plan and perform their respective emergency functions during a statewide emergency or disaster. This plan recognizes the need for ongoing All Hazards, Whole Community Planning by the city.

This plan combines the phases of Emergency Management, which are:

(1) Mitigation: activities to eliminate or reduce the probability of disaster. and

(2) Preparedness: activities the city, other organizations within the city, and individuals develop to save lives and minimize damage. and

(3) Response: activities that prevent loss of lives and property and provide emergency assistance. and

(4) Recovery: short and long-term activities that return the State to normal or improved standards. and

(5) Prevention: While "prevention" may be a common term, it has specific meaning in the context of the National Prevention Framework and the National Preparedness Goal. The National Prevention Framework covers the capabilities necessary to avoid, prevent, or stop a threatened or actual act of terrorism.
In accordance with Homeland Security Presidential Directive (HSPD) 5, all agencies, departments, and organizations having responsibilities delineated in this EOP will use the National Incident Management System (NIMS) and the Incident Command System (ICS). This will allow proper coordination between local, state, and federal organizations.

This plan complies with existing Federal and State statutes. It is approved by Midwest City leadership and Midwest City Emergency Management and will be revised and updated as required. Please inform the Emergency Manager of any changes which might result in its improvement or increase its usefulness.

APPROVED BY:

_____
Matthew D. Dukes II, Mayor, Midwest City, OK

_____
Tim L. Lyon, City Manager, Midwest City, OK

_____
Debra Wagner, Emergency Manager, Midwest City, OK

PLAN DISTRIBUTION

Electronic copies of this Emergency Operations Plan are available to City employees on the Citywide shared drive, and to external partners on the Midwest City website.

RECORD OF CHANGES

Modifications to this Emergency Operations Plan will be made by adding complete pages and destroying obsolete pages or by making minor changes by pen or pencil as identified by a letter from the Emergency Manager or the Director of Operations. Each change will be recorded by the person making the change by noting on the Record of Changes form: the date of change, change number, a description of the change, and his/her signature. Additionally, the document directing the change will be filed in front of this page.

Date	Change #	Description	Signature
2/3/2022	1	Added Hazard Specific Annexes	
2/25/2022	2	Simplified formatting	
2/25/2022	3	Edited glossary definitions	
2/25/2022	4	Added National Risk Index Information	
3/2/2022	5	Updated snow route map	
5/11/2022	6	Updated page numbers in TOC	
5/11/2022	7	Corrected transportation to communication in ESF-2	
5/11/2022	8	Updated Animal Welfare address to new facility	
5/23/2022	9	Removed DEQ from copy distribution list after consulting with Matt Wormus	
12/19/2022	10	Added RAPT imaging and data	
4/12/2023	11	Updated Census and NRI data	
5/19/2023	12	Updated ESF 11 Annex	
5/22/2023	13	Update incident priorities, verbiage, add Oklahoma Historical Preservation Office information, reformat National Response Framework matrix	
5/23/2023	14	Added task matrix information to ESF annexes, replaced task matrix with resource list	
7/10/2023	15	Changed Emergency Manager title to Emergency Operations Manager per CMO	
3/19/2024	16	Updated glossary definitions and acronyms	
5/17/2024	17	Modified color formatting. Added PWA Director to MAC Group and Removed Mayor and Vice Mayor. Added IT Support Unit to EOC Staff 207.	
5/29/2024	18	Updated Census data	
8/6-7/2024	19	Added PETS Act, Access and Functional Needs, MWC Ordinances, NIMS adoption, ICS information, Response roles chart	
5/16/25	20	Initial read-through for 2026 update, correcting grammatical and formatting errors.	

5/21-22/2025	21	Added Presidential Exec. Order (3/19/25) verbiage and community partners	Dwagner
6/1-3, 2025	22	Updated CRI data and NRI maps.	Dwagner
6/15-17, 2025	23	Reviewed and edited ESF Annexes, made minor changes to wording, added information from the State EOP.	Dwagner
6/18/25	24	Updated RAPT maps	Dwagner
7/28/25	25	Changed Emergency Operations Manager title to Emergency Manager per title change 7/23/25	Dwagner
7/28/25	26	Added new FEMA Community Lifeline, Water Systems, and updated the others.	Dwagner
7/30/25	27	Changed Supporting Agencies to Assisting Agencies in ESF listings for external partners.	Dwagner
9/3/25	28	Added Sample Delegation of Authority Letter	Dwagner
9/8/25	29	Amended language to clarify Assisting and Cooperating Agencies.	Dwagner

CHANGE SUBMISSION FORM

TO: Midwest City Department of Emergency Management,

100 N. Midwest Blvd., Midwest City, OK 73110

Any user of the Midwest City Emergency Operations Plan is encouraged to recommend corrections, additions and/or deletions. Kindly submit any recommended changes or suggestions to the Emergency Manager at the above address. The format for guide modifications should be by Basic Plan or Annex, Section, and page number.

CHANGE:

SHOULD READ:

Submitted by:

_____ (Name)

_____ (Date)

_____ (Email)

_____

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BASIC PLAN

INTRODUCTION

This plan is one component of a comprehensive emergency management program for the City of Midwest City, OK. Its purpose is to provide, in cooperation with other government and community organizations, a collaborative approach to mitigate against, prepare for, respond to, and recover from the effects of natural, technological hazards, and national security incidents affecting the city.

Additional purposes include:

- Assign roles and responsibilities to identified city departments and community partners
- Define the roles of local, state, and federal government entities in providing disaster relief and assistance.
- Accept guidance from the Oklahoma Department of Emergency Management and the Department of Homeland Security/Emergency Preparedness and Response/Federal Emergency Management Agency (DHS/EPR/FEMA), Region VI, Denton, Texas.

This plan also defines roles and responsibilities of organizations and city departments, non-governmental (NGO) organizations, and private sector stakeholders to effectively mitigate, prepare for, respond to, and recover from the effects of natural disasters, technological accidents, nuclear incidents, and other major hazards. This plan is a guide, and as such, may never be followed in its entirety, however, the layout of this plan allows quick access to valuable information, illustrates the command structure, and allows for emergency preparedness.

The EOP does not address the Continuity of Government and Continuity of Operations during an incident/disaster. Each City department is responsible for developing and maintaining their Continuity of Operations (COOP) Plan. acquiring resources necessary to execute their plan. training their employees on their plan and conducting periodic exercises to test their plan.

Each City department is responsible for developing and maintaining its own Emergency Response Plans (ERP) and Standard Operating Procedures (SOP). City departments act under their existing authorities and use their available on-duty personnel and material resources for response and management of day-to-day emergencies. During incidents/disasters the EOP is used to organize, coordinate and manage the response and recovery operations of City departments, nongovernmental organizations (NGOs), and private sector stakeholders.

It is not possible for any government agency to always do everything that is required to completely protect the lives and property of citizens. People must take personal responsibility to prepare themselves and their households for coping with emergency situations and manage their affairs and property in ways that will aid the government in effectively dealing with emergencies. Midwest City should assist its residents and businesses with these responsibilities by providing information and assistance prior to, during, and after incidents, to the greatest extent possible and depending on available resources.

PLAN DEVELOPMENT AND MAINTENANCE

The Emergency Manager is responsible for maintaining this plan, including the Base Plan, Annexes, and Appendices.

The development of the Basic Plan and Annexes occurs through a cooperative effort between the Midwest City Department of Emergency Management and each primary department or agency lead for each of the Emergency Support Functions, with input from the Whole Community Planning Group.

Those responsible for implementing this plan must know and understand its contents. The Emergency Manager is responsible for briefing staff members and city officials concerning their role in emergency management, and the contents of this plan.

Department directors/Agency leads are responsible for developing and maintaining their respective segments of this plan, and their appropriate supporting SOPs. They should maintain a response strategy and the necessary implementation and performance procedures to achieve full compliance, consistent with the principles and premise of the EOP.

The Whole Community Planning Group should conduct an annual review of this plan. Plan review may occur in person, by telephone, or by multiple e-mails. The EM Director will coordinate this review, and any plan revision and distribution found necessary.

This plan was approved November 12, 2024, and remains in effect until a newer version is adopted.

The plan should be tested at least once a year in the form of a simulated emergency exercise to provide a practical, controlled experience to those tasked within the plan.

HOW TO USE THIS PLAN

The City of Midwest City Emergency Management Department, in collaboration with the City's Whole Community Planning Group, has developed this plan to address the methods and procedures utilized for mitigating against, preparing for, responding to, and recovering from large-scale events, emergencies or disasters.

This is intended to be a planning document and not a real-time emergency guide.

To use this plan, identify which Emergency Support Function most closely matches your discipline and reference the information within that area, including the All-ESF portion.

Each entity participating in this EOP should develop their own specific Standard Operating Guides and procedures.

Emergency preparedness begins with personal responsibility at the most basic level. Family and personal preparedness information and additional information can be found at www.Ready.gov and the websites of other preparedness agencies.

SITUATION, ASSUMPTIONS, AND GUIDANCE

SITUATION

- Midwest City is located directly east of Oklahoma City on Interstate 40. The 2024 census estimates the population as 58,505, slightly higher than 2023. The city encompasses 24.40 sq. miles.
- There are approximately 25,000 households in Midwest City, with a median income in 2023 dollars of $57,739. Just over 15% of Midwest City residents live below the established poverty level.
- In approximately 5.6% of the households in Midwest City, a language other than English is spoken in the home.
- For persons under age 65, 13.1% report having a disability, down from 13.5 in 2023 and 12.5% report having no health insurance, which is down from 13.3 in 2023.
- The city is exposed to many hazards, all of which have the potential to disrupt the community, cause damage, and create casualties. Potential hazards in and around the city include, but are not limited to weather hazards, floods, civil disorder, earthquakes, HAZMAT incidents, large scale power failures, radiological incidents, wildland fires, structure fires, aircraft incidents, human and livestock epidemics, and the threat of terrorism.
- All levels of government have a responsibility to provide for the health, welfare, and safety of the citizens of Oklahoma and their property.
- When a disaster occurs, each level of government must commit all available resources, to include resources belonging to mutual aid partners, prior to requesting additional assistance from the next higher level of government.

- Some disasters provide ample time for response coordination while others occur suddenly with little time for warning or preparation. This plan establishes procedures to prepare all levels of government to manage any type of disaster effectively.

ASSUMPTIONS

- Midwest City will continue to be exposed to the hazards listed, as well as others which may be identified in the future.
- Midwest City will continue to recognize their responsibilities regarding public safety and exercise their authority to implement this emergency operations plan in a timely manner when confronted with real or threatened disasters.
- Incidents are managed at the lowest possible geographic, organizational, and jurisdictional level.
- Incidents occurring within Midwest City limits will be managed using the most current guidelines of the National Incident Management System (NIMS)
- Large-scale disasters may cause competition for resources of all types.
- If properly implemented, this plan may help reduce or prevent disaster related losses.

EMERGENCY MANAGEMENT GUIDANCE

- This plan was developed to meet the requirements for local emergency planning established under the State of Oklahoma Emergency Management Act and meets the requirements of other State and Federal guidelines for local emergency management plans and programs. The guidelines and concepts of the Federal Emergency Management Agency's Comprehensive Preparedness Guide (CPG) 101 are applied throughout the document.
- The contents of this plan are intended to provide a basis for the coordinated management of emergencies and disasters using a "Risk-Informed" approach. The roles and responsibilities of the various agencies are organized according to the Emergency Support Function (ESF) format provided in CPG-101, and the National Response Framework.
- Each department, agency, and organization included in this plan is responsible for developing and maintaining current SOPs and SOGs specific to their organization(s), discipline(s), and jurisdictional capabilities, to include checklists and other guidance tools necessary for executing assigned duties and functions.
- Should local jurisdictional resources prove to be inadequate during a large-scale event or emergency, the city may request assistance from other jurisdictions. These requests may follow existing, or emergency negotiated mutual aid or automatic aid agreements, including 63 O.S. § 695.2, the Oklahoma Intrastate Mutual Aid Compact. Such assistance may be in the form of equipment, supplies, personnel, or other available resources and capabilities. All agreements and understandings should be entered into by duly authorized officials and formalized in writing whenever possible.
- The Midwest City Emergency Manager is responsible for plan updates and revisions, and for developing an Integrated Preparedness Plan to familiarize officials and other participants with the provisions of this plan.
- The Emergency Manager is responsible for organizing and conducting an After-Action review following the conclusion of a significant event, incident, or exercise. The review should include both written and verbal input from all appropriate ESFs and participants. Where deficiencies are identified, an individual, department, or agency should be assigned responsibility for correcting the deficiency under an Improvement Plan, which includes improvement recommendations and completion deadlines.
- Required reports should be submitted to the appropriate authorities in accordance with the instructions in this plan. The Emergency Manager maintains records of emergency management activities.

- All government provided disaster assistance should be administered in accordance with policies and procedures set forth by the Oklahoma Department of Emergency Management and those Federal agencies providing such assistance.

SUMMARY OF HAZARDS, VULNERABILITIES, AND RISK

- Severe weather is the most likely natural hazard to affect Midwest City. Severe thunderstorm components such as tornadoes, floods, high winds, hail, and lightning have the potential to cause significant numbers of casualties, substantial property damage, and the loss of critical services. Winter storms pose less of an immediate threat to public safety, but can produce significant property damage, loss of services-notably power, and the need to provide public shelter. (See Appendix 5: Hazard Analysis)
- Public education and personal planning, forecasting, awareness monitoring, and early warning play critical roles in mitigating weather-related hazards.
- Hazards caused by humans may occur with little or no advance notice. Hazardous materials released from fixed facilities or during transportation related accidents are among the most probable human-caused hazards. Rapid situational assessment and effective decision-making regarding response as well as public information/instruction (i.e., evacuation vs. shelter in place) are critically shared responsibilities of response agencies, emergency management, and any business or other entity involved. See ESF-10/Hazardous Material for more information.
- These hazards present some degree of danger to our community. Risk is the highly variable relationship between hazards and vulnerabilities. Risk must be reduced through education, prevention, and mitigation, or it has the potential to require more robust preparedness, response, and recovery. This plan provides the general framework for the identification of resources, capabilities, actions, and authorities for the coordination of risk-informed recovery and response for Midwest City. Partners and stakeholders include all levels of the public and private sectors.

CONCEPT OF OPERATIONS

GENERAL

It is the responsibility of local government to undertake comprehensive management of emergencies to protect life and property from the effects of hazardous events. With the understanding that emergency functions for those responding to disaster will generally parallel normal daily functions, plan participants acknowledge that all non-essential governmental functions may be suspended indefinitely to facilitate the personnel and resources required to resolve the emergency.

The Presidential Executive Order dated March 18, 2025, specifies and requires that preparedness is most effectively owned and managed at the state, local, and individual levels. “This order empowers State, local, and individual preparedness and injects common sense into infrastructure prioritization and strategic investments through risk-informed decisions that make our infrastructure, communities, and economy resilient to global and dynamic threats and hazards.”

“It is the policy of the United States that State and local governments and individuals play a more active and significant role in national resilience and preparedness…”

The Emergency Manager, acting on behalf of the City Manager and Mayor, will be the principal coordinator for all interagency and volunteer service organizations’ activities for all phases of emergency management. The Emergency Manager will also coordinate as necessary with the Oklahoma Department of Emergency Management for all assistance requests.

Priorities for all emergency incidents are 1. Life Safety, 2. Incident Stabilization, 3. Property/Environmental Preservation 4. Society Restoration-Business Continuity. Additional priorities include 1. Health, 2. Property Protection, 3. Environmental Protection, 4. Restoration of Essential Utilities, 5. Restoration of Essential Functions, and 6. Coordination Among Stakeholders.

During a large disaster it is preferable to maintain organizational continuity and to assign familiar tasks to personnel. However, to accomplish emergency related tasks, it may be necessary to draw on people's basic capabilities and expertise and use them in areas of greatest need. Day-to-day functions that do not contribute directly to the emergency operation may be suspended allowing for labor and resources to be redirected.

The following principles establish fundamental doctrine for the response mission area to support locally executed, state managed, and federally supported disaster operations: (1) engaged partnerships. (2) tiered response. (3) scalable, flexible, and adaptable operational capabilities. (4) unity of effort through unified command. and (5) readiness to act.

PROCLAMATION OF STATE OF EMERGENCY

A proclamation of a State of Emergency may facilitate response and recovery efforts by conferring emergency powers, activating existing statutory emergency powers, expediting the purchasing and procurement process, and receiving mutual aid.

Midwest City Ordinance Sec. 16. - Proclamation of state of emergency.

The City Council, after finding that a public disorder, disaster or riot exists which affects life, health, property or the public peace, may proclaim a state of emergency in the area affected. The proclamation of a state of emergency and other proclamations issued pursuant to this section shall be in writing and shall be signed by the Mayor and filed with the City Clerk.

The City of Midwest City shall give as much public notice as practical through the news media of the issuance of proclamations pursuant to this section.

During the state of emergency, the City Manager shall have the authority to act in accordance with the items listed in Section 2-126 Emergency Purchases, of Article VIII of Chapter 2 of the City of Midwest City's Code of Ordinances once the Council approves the state of emergency.

The state of emergency shall cease to exist upon the issuance of a proclamation of the City Council declaring its termination. provided that the City Council shall terminate the proclamation when order has been restored in the area affected.

PURCHASING

Midwest City Ordinance 2-126. - Emergency purchases.

(a) Should the city council find that an immediate emergency exists, which findings shall be entered in the minutes of the city council, by reason of which an immediate outlay of city funds, in an amount in excess of the limit set in section 2-118 hereof, is necessary in order to avoid loss of life, substantial damage to property or damage to the public peace or safety, then such contracts may be made and entered into without public notice or competitive bids.

(b) Should the city suffer a shortage of petroleum products due to nonavailability under the regularly bid contract, and the ability of the city to maintain services is threatened, the city manager or his designee is authorized and directed to contact suppliers of petroleum products directly and negotiate for a supply of fuel sufficient to maintain municipal services until the provisions of subsection (a) can be complied with.

(c) Should, in the case of a natural disaster, acts of terrorism, civil disturbances, uprisings or other disruption of public services involving public safety or welfare, the city require the immediate purchase of supplies, materials, and services in order to properly care for, provide for and recover from said disaster, the city manager is empowered to direct that any supplies, materials, or contract services whose immediate procurement is essential to prevent delay in the recovery from said disruption be procured on the open market with or without negotiation. If said emergency purchase is necessary, the requirements of subsection (a) above are waived until there is called a meeting of the council. The city manager shall report the reason for, necessity of and the amount of the purchases at the next meeting of the council. The city council shall meet as soon as practicable.

DAMAGE ASSESSMENT

Damage assessment is a process that involves both physical and social indicators. There are multiple steps to this process.

RAPID DAMAGE ASSESSMENT

Rapid Damage Assessment is a process to determine the scope of the emergency/disaster and the status and condition of the City's infrastructure, critical facilities, and ability to provide both disaster response and recovery activities and normal services to unaffected portions of the city.

This would largely be accomplished by reports from City personnel in the field, such as police and fire, to the EOC through dispatch immediately following the incident.

INITIAL DAMAGE ASSESSSMENT

The Initial Damage Assessment (IDA) is a standardized process to determine the extent of damage and destruction to residential structures, apartments, mobile homes, and businesses from the hazard impact. The IDA is conducted by Midwest City Emergency Management in partnership with the American Red Cross. The IDA is non-conclusive and shall be conducted based solely on initial damage reports provided by various agencies, entities and private sector partners throughout the City and windshield surveys conducted by staff in the field. This is a preliminary assessment that provides only initial numbers that are given to the Oklahoma Department of Emergency Management (OEM) to decide whether to request a Joint Preliminary Damage Assessment. The IDA also identifies any unmet needs that may require immediate attention by the American Red Cross. Depending upon the magnitude of the incident or disaster, the IDA may take several days to complete.

JOINT PRELIMINARY DAMAGE ASSESSMENT

The Joint Preliminary Damage Assessment (PDA) for Individual Assistance is a standardized process to determine the extent of damage and destruction to residential structures, apartments, mobile homes, and businesses from the hazard impact. The PDA is conducted by FEMA, the Small Business Administration (SBA), OEM, and Midwest City Emergency Management. This is a preliminary assessment that provides the official numbers that are used to prepare a Governor's request for a Presidential Major Disaster Declaration.

Additional assessments may follow depending on the scope of the disaster.

DISASTER ASSISTANCE

If no Presidential Disaster Declaration is awarded or the decision is pending, Midwest City Emergency Management and local non-profit organizations coordinate to deliver local recovery assistance programs and services within the scope of their existing authorities and missions at a Multiagency Resource Center (MARC) and later through the long-term recovery groups or long-term recovery committees.

If a Presidential Disaster Declaration is awarded, the Federal Joint Field Office (JFO) is the central coordination point among Federal, State, local, and tribal agencies and voluntary organizations for delivering recovery assistance programs. If Individual Assistance is authorized in the Presidential Disaster Declaration, FEMA and the Oklahoma Department of Emergency Management (OEM) may open a Disaster Recovery Center (DRC) to deliver recovery assistance programs. Midwest City Emergency Management will assist with securing locations for the JFO and DRCs.

FEMA COMMUNITY LIFELINES

In 2019, the Federal Emergency Management Agency developed the Community Lifelines construct to increase effectiveness in disaster operations. The construct allows emergency managers to characterize the incident and identify the root causes of priority issue areas and distinguish the highest priorities and most complex issues from other incident information.

A lifeline enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security.

Lifelines are the most fundamental services in the community that, when stabilized, enable all other aspects of society to function.

- FEMA has developed a construct for objectives-based response that prioritizes the rapid stabilization of Community Lifelines after a disaster. The seven lifelines paint a comprehensive picture of the state of the community at any time during an emergency.
- The integrated network of assets, services, and capabilities that provide lifeline services are used day-to-day to support the recurring needs of the community and enable all other aspects of society to function.
- When disrupted, decisive intervention (e.g., rapid re-establishment or employment of contingency response solutions) is required to stabilize the incident.

Lifeline Stabilizations Targets

Safety and Security Lifeline: Threats to life safety are no longer a concern for all response personnel and impacted communities. Government essential functions, including executive leadership, are operational. Sufficient search and rescue assets are on-scene to assist all survivors. Sufficient fire resources are available to support fire suppression efforts.

Food, Hydration, Shelter Lifeline: All survivors, their pets, and service animals have access to food and temporary drinking water. Sheltering (including reception, capacity, and wrap-around services) is supporting the displaced population. Sufficient resources are in place to sustain agricultural requirements.

Health and Medical Lifeline: All survivors, their pets, and service animals have access to required medical and veterinary care. Emergency medical systems can manage patient movement requirements. Public health services are accessible to all survivors. Sufficient temporary fatality management support is in place to meet processing demand. The medical supply chain is capable of adequately resupplying medical care providers.

Energy Lifeline: Generators are providing temporary emergency power at critical facilities necessary to stabilize other lifelines. Fuel distribution is available for responders. Sufficient fuel distribution is available for survivors, including supporting individuals dependent on power for life-sustaining medical care.

Communications Lifeline: Survivors have access to commercial communications infrastructure to contact or be contacted by emergency services. Land Mobile Radio communications network is operational. Public safety answering points are available to the public. Survivors have access to financial services.

Transportation Lifeline: Multimodal routes (air, rail, road, port) are clear of debris and accessible by normal or alternate means.

Hazardous Material Lifeline: All contaminated areas are identified and secure.

Water Systems: Survivors have access to temporary or permanent infrastructure providing potable water and wastewater management services. Sufficient resources are in place to support the temporary or permanent delivery of baseline water systems services.

Lifelines should be evaluated during each operational period, updated as needed, and shared by the EOC to provide situational awareness.

(See Appendix 6: FEMA Lifelines for additional information)

PHASES OF EMERGENCY MANAGEMENT

MITIGATION

Mitigation activities are those designed to either prevent the occurrence of an emergency or long-term activities directed toward minimizing the potentially adverse effects of an emergency or disaster.

The City of Midwest City is a part of the Oklahoma County Hazard Mitigation plan that was approved by FEMA in 2025. That plan is posted on the Midwest City website under Emergency Management.

PREVENTION

Prevention focuses on preventing human hazards, primarily from potential natural disasters or terrorist (both physical and biological) attacks.

PREPAREDNESS

Preparedness activities are those programs and systems that exist prior to an emergency and support and enhance response to an emergency or disaster. This phase includes planning, training, and exercising.

RESPONSE

Response activities and programs address the immediate and short-term effects of an emergency or disaster. They help to reduce casualties and damage as well as speed recovery. Response activities include direction and control, warning, evacuation, and other similar operations.

RECOVERY

Recovery activities involve restoring systems to the phase that involves restoring systems to normal or a new normal. Short-term recovery operations/actions are taken to assess damage and return vital life-support systems to minimum operating standards. Long-term recovery actions may take many years based on the type of disaster.

Throughout this document, the phases may be combined as their activities often overlap. All phases of emergency management are critical to successful disaster management and a resilient community.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

GENERAL

- Most of the departments within the city have prescribed emergency functions in addition to their normal duties. Therefore, each department is responsible for developing and maintaining its own emergency Standard Operating Procedures to fulfill these responsibilities. Specific responsibilities are outlined under “Assignments” and amplified in specific annexes in this plan.
- In accordance with the HSPD-5, all agencies, departments, and organizations having responsibilities delineated in this EOP will use the National Incident Management System (NIMS). This system allows proper coordination among State, Local and Federal organizations.
- The Incident Command System (ICS), as a part of NIMS, is a standard, on-scene, all-hazard incident management concept and shall be used during all incidents in Midwest City.
- The Midwest City Emergency Operations Plan provides overview guidance for the coordination of various organizations and entities, and the activities associated with handling significant emergencies, disasters, and large-scale events or incidents within the City.

ACCESS AND FUNCTIONAL NEEDS PLANNING

The Americans with Disabilities Act of 1990 provides enforceable standards to eliminate discrimination towards people with disabilities. The ADA is applicable to disaster response and recovery operations such as evacuation, communication/emergency public information, transportation, sheltering, mass care, emergency assistance, medical care, and housing.

The Stafford Act and Post-Katrina Emergency Management Reform Act (PKEMRA), along with Federal civil rights laws, mandate integration and equal opportunity for people with disabilities in emergency programs, services and activities.

Self-Determination – People with disabilities are the most knowledgeable about their own needs.
No "One-Size-Fits-All" – People with disabilities do not all require the same assistance and do not all have the same needs.

- Many different types of disabilities affect people in different ways. Preparations should be made for people with a variety of access and functional needs, including people who use mobility aids, require medication or portable medical equipment, use service animals, need information in alternate formats or rely on personal assistance services.

Equal Opportunity – People with disabilities must have the same opportunities to benefit from emergency programs, services, and activities as people without disabilities.

- Emergency recovery services and programs should be designed to provide equivalent choices for people with disabilities as they do for people without disabilities. This includes choices relating to short-term housing or other short- and long-term disaster support services.

Inclusion – People with disabilities have the right to participate in and receive the benefits of emergency programs, services, and activities provided by governments, private businesses, and nonprofit organizations.

- The inclusion of people with various types of disabilities in planning, training, and evaluation of programs and services ensures that all people are given appropriate consideration during emergencies.

Integration – Emergency programs, services, and activities typically must be provided in an integrated setting.

- The provision of services such as sheltering, information intake for disaster services, and short-term housing in integrated settings keeps people connected to their support system and personal assistance services providers and avoids the need for disparate services facilities.

Physical Access – Emergency programs, services, and activities must be provided at locations that all people can access, including people with disabilities.

- People with disabilities should be able to enter and use emergency facilities and access the programs, services, and activities that are provided. Facilities typically required to be accessible include parking lots, drop-off areas, entrances and exits, security screening areas, toilet rooms, bathing facilities, sleeping areas, dining facilities, areas where medical care or human services are provided, and paths of travel to and from and between these areas.

Equal Access – People with disabilities must be able to access and benefit from emergency programs, services, and activities equal to the general population.

- Equal access applies to emergency preparedness, notification of emergencies, evacuation, transportation, communication, shelter, distribution of supplies, food, first aid, medical care, housing, and application for and distribution of benefits

Effective Communication – People with disabilities must be given information that is comparable in content and detail to that given to the public. It must also be accessible, understandable and timely.

- Auxiliary aids and services may be needed to ensure effective communication. These resources may include pen and paper. sign language interpreters through on-site or video. and interpretation aids for people who are deaf, deaf-blind, hard of hearing or having speech

disabilities. People who are blind, deaf-blind, have low vision, or have cognitive or intellectual disabilities may need large print information or people to assist with reading and filling out forms.

Program Modifications – People with disabilities must have equal access to emergency programs and services, which may entail modifications to rules, policies, practices, and procedures.

- Service staff may need to change the way questions are asked, provide reader assistance to complete forms, or provide assistance in a more accessible location.

No Charge – People with disabilities may not be charged to cover the costs of measures necessary to ensure equal access and nondiscriminatory treatment.

- Examples of accommodations provided without charge to the individual may include ramps. cots modified to address disability-related needs. a visual alarm. grab bars. additional storage space for medical equipment. lowered counters or shelves. Braille and raised letter signage. a sign language interpreter. Computer-Aided Real-time Translation (CART): a message board. assistance in completing forms and documents provided in Braille, large print or audio recording.

DOMESTIC ANIMALS AND PETS

The American Veterinary Medical Association estimates that 45.5% of households in the US have dogs as pets, and 32.1% have cats. If pet ownership in Midwest City follows these parameters, we have 10,920 households with dogs, and 7,704 households with cats. These numbers may overlap as some households have both types of pets.

These numbers do not address the fact that many households have more than one cat or dog, or both. City Ordinance Chapter 8, Sec 8-3 generally prohibits ownership of five or more dogs or cats, or a combination thereof, therefore the limit within the city for pets is 4 per household. Keeping within those limits, we potentially have as many as 43,680 dogs and 30,816 cats legally kept as pets in our city.

The Pets Evacuation and Transportation Standards Act (PETS Act), Public Law-109-308 (2006) amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act). The PETS Act requires the rescue, care, shelter, and providing essential needs of individuals and their pets and animals.

FEMA Disaster Assistance Policy identifies the expenses related to state and local governments' emergency pet evacuation and sheltering activities that are eligible for reimbursement following a major disaster declaration under Category B, Emergency Protective Measures, and provisions of the Public Assistance Program. The policy details eligible reimbursements related to shelter facilities, supplies and commodities, eligible labor, equipment, emergency veterinary services, transportation, shelter safety and security, cleaning and restoration, and the removal and disposal of animal carcasses.

Public entities are required to make reasonable modifications to policies, practices or procedures to afford access to persons with disabilities, including those who use service animals, which is equal to the access afforded to individuals without disabilities (28 C.F.R. § 35.130(b) and § 35.136.)

This extends to emergency response and recovery operations. A person with a disability should be evacuated, transported, provided with mass care and sheltered with their service animal.

EMERGENCY SUPPORT FUNCTION (ESF) OVERVIEW:

This plan is organized according to Emergency Support Functions, as identified within the National Response Framework, with minor modifications to better reflect local needs. The following table provides the ESFs utilized in Midwest City:

Emergency Support Functions (ESFs)	
#1	Transportation
#2	Communications
#3	Public Works & Engineering
#4	Firefighting & Technical Rescue
#5	Emergency Management
#6	Mass Care & Sheltering
#7	Logistics & Resource Support
#8	Public Health & Medical
#9	Search & Rescue
#10	Hazardous Materials
#11	Agriculture & Natural Resources
#12	Energy & Utilities
#13	Public Safety & Security
#14	Recovery and Mitigation
#15	Public Information
#16	Donations & Volunteer Management
#17	Business and Infrastructure

Many of the concepts and details for the organizational units, lead agencies, and support agencies are similar in nature, although duties and responsibilities vary greatly. This portion of the EOP pertains to **ALL** ESFs.

ASSIGNMENTS AND RESPONSIBILITIES

Identified in Emergency Support Function annexes of this plan are the tasks for each agency, department or volunteer service organization that supports the City of Midwest City Emergency Management program.

EMERGENCY SUPPORT ROLES

The Emergency Manager will help ensure the development and maintenance of the EOP on the part of each ESF. Generally, each designated department and agency should:

- Provide input and recommendations for modifications to the EOP relative to their respective ESF
- Maintain current notification and accountability rosters
- Create and maintain Standard Operating Procedures for emergency response within their department or agency
- Designate a representative and necessary back-up personnel to staff the EOC when requested
- Establish procedures for reporting urgent or emergency information to their respective EOC Point of Contact.
- Develop mutual aid/automatic aid agreements with like agencies in adjacent localities.
- Provide, obtain, and/or sponsor ongoing training to maintain emergency response capabilities

- Participate in planning, training, and exercises that pertain to this plan and related plans.

This EOP provides guidance for managing the use of services and requests for response, relief, and other recovery resources. When operational, all requests for support or other needs should be submitted through the EOC for consideration, validation, and/or action in accordance with the appropriate ESF.

Procedures, protocols, and plans for event/disaster response activities provide guidelines for operations at the Midwest City EOC and in the field.

- The Emergency Operations Plan and corresponding Annexes, and Standard Operating Guidelines (SOGs) or Standard Operating Procedures (SOPs) describing respective ESF capabilities are based on National Planning Scenarios, Universal Task Lists and Target Capabilities, and are the basis of these guidelines.
- Conduct periodic training and exercises to enhance effectiveness
- ESF-related planning is continuous, beginning well before the impact of approaching known events and continuing upon initiation of those not foreseen.

A large response requiring regional, state, and/or interstate mutual aid assistance will likely require appropriate ESF implementation. Activated ESFs coordinate with Support Agency counterparts to seek and procure, plan, coordinate, and direct the use of required assets or capabilities.

When an event requires a specific type of resource or response mode, specific technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency. These Technical Specialist(s) advise and/or direct operations within the context of the Incident Command System.

To facilitate and coordinate emergency tasks in the city, each identified department, or organization shall identify a minimum of three (3) liaison officers to the Midwest City Emergency Operations Center (EOC) location. Each department or organization should ensure the agency liaisons are trained, have routine decision-making authority and are accessible 24 hours a day.

ORGANIZATION

Emergency response in Midwest City is structured as follows:

MULTI-AGENCY COORDINATION OR POLICY GROUP

MAC or Policy Group-Serves to coordinate policy to ensure and support an integrated and coordinated emergency management program. With the assistance and advice of the Emergency Manager, they also oversee and participate in emergency decision-making and issue appropriate emergency declarations, resolutions, and executive orders.

Their role is to provide input and to help identify the overall objectives to be accomplished, providing mission and strategic direction for Incident Command and EOC staff.

- City Manager
- Assistant City Manager
- Mayor and/or Vice-Mayor
- Public Works Director
- City Clerk
- Finance Director
- City Attorney
- Hospital Administrator or designee if needed
- School District Superintendent or designee if needed

The authority to elevate the EOC Operational Level of the EOC is delegated to the Emergency Manager. The Emergency Manager will elevate the EOC level when a major incident has occurred or is likely to occur within or near City limits. The Emergency Manager may also elect to elevate the EOC in anticipation of an incident predicted to affect the City. Should the Policy Group or members thereof be needed at the EOC, they will be contacted by the Emergency Manager or designee and requested to respond to the current EOC location. Members of the MAC Group may report to the EOC at their discretion when the EOC is monitoring potential threats to the City.

Following are the levels of operation for the Midwest City Emergency Operations Center.

EMERGENCY OPERATIONS CENTER OPERATIONAL LEVELS

NORMAL OPERATIONS

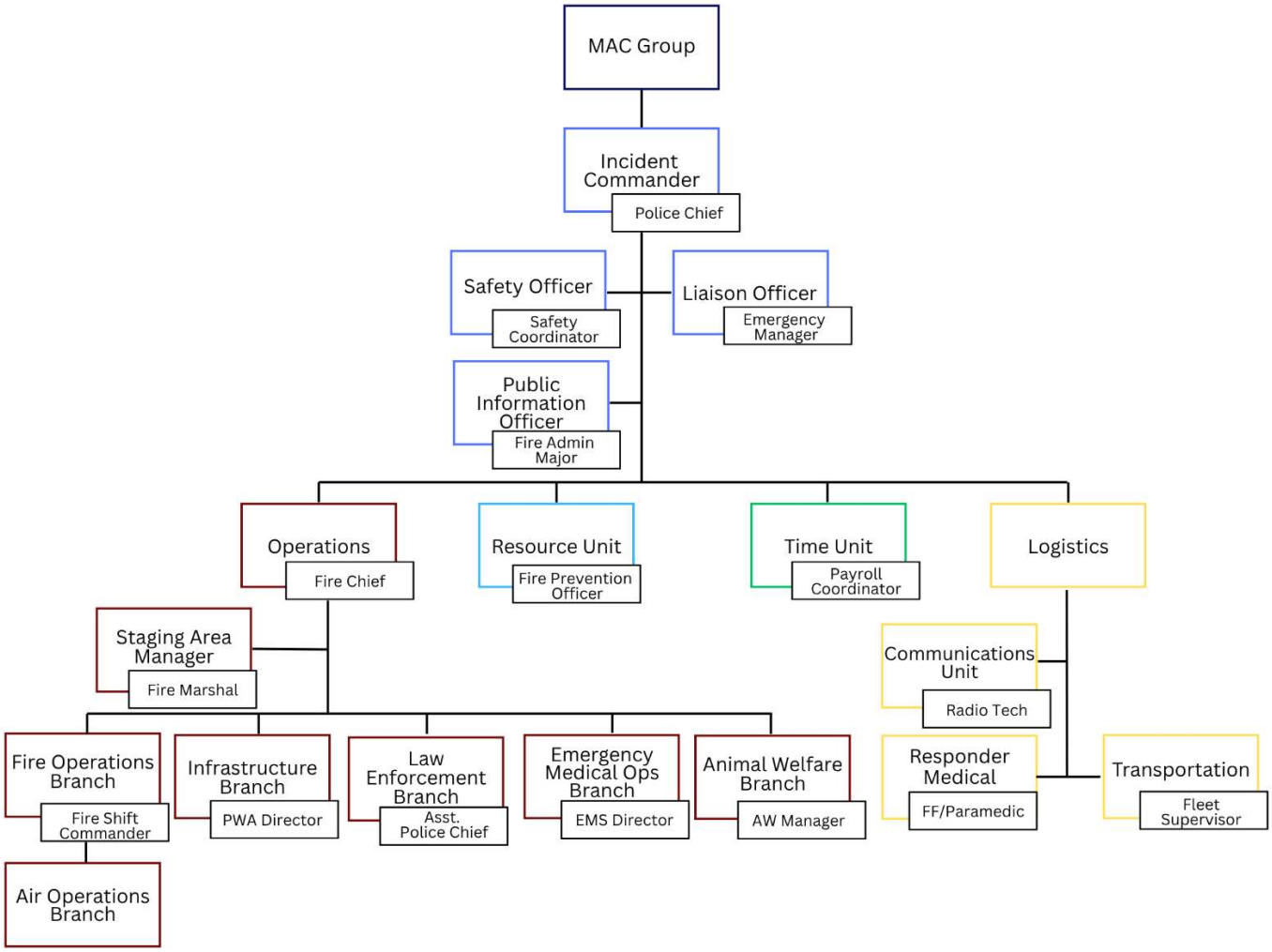
Operational Level	Trigger	Staffing	Functions
LEVEL VI Normal Operations	No Immediate Threat	Emergency Manager	Monitor a broad spectrum of threats and situations

EXPANDED OPERATIONS

LEVEL III Increased Monitoring	Potential Threat	Performed by Emergency Management staff Staff. Emergency Manager and his/her backup, EM Volunteers	Monitor a specific potential threat. Develop a Common Operating Picture. Request National Weather Service Forecast Support if appropriate. Provide Updates to response and recovery partners. may begin days in advance of an event
LEVEL II Enhanced Operations	Immediate Threat	Increased staffing in EOC. usually limited to one 12-hour operational period or less Staff: Emergency Manager, City Manager, Fire Liaison, Police Liaison	Monitor an immediate, specific threat. Notify and coordinate preparedness actions with response and recovery partners. Request National Weather Service forecast support if appropriate. Develop a Common Operating Picture, May update more frequently
LEVEL I Emergency or Disaster Operations	Hazard Impact/Expanding Incident/Increase in resource requests	Increased staffing at EOC. Multiple 12-hour operational periods possible Staff: Emergency Manager, City Manager, Assistant City Manager, Director of Operations, Fire Liaison, Police Liaison, City Clerk, Communications and Marketing Director, Public Works Director, other Command and General Staff	Coordination and Support of response and recovery operations. Request National Weather Service forecast support if appropriate. Provide Impact Assessment and ongoing situation reports (SITREP) May update more frequently.

INCIDENT COMMAND STAFF

Incident Command Staff- Positions in the Incident Command structure are staffed as needed. On-site Incident Command manages the incident at the scene. The Incident Commander, with input from the MAC and EOC, identifies the objectives for each operational period.
The Incident Command Staff will most frequently be in an Incident Command Post. The MAC or Policy Group may be adjacent to the EOC, and EOC staff and liaisons will likely be in the EOC.
There must be active, reliable communication between these locations at all times. This may be in the form of a runner in the initial aftermath of a disaster if communications are completely compromised.



Proposed Incident Command Post Organizational Chart (Modified ICS 207)

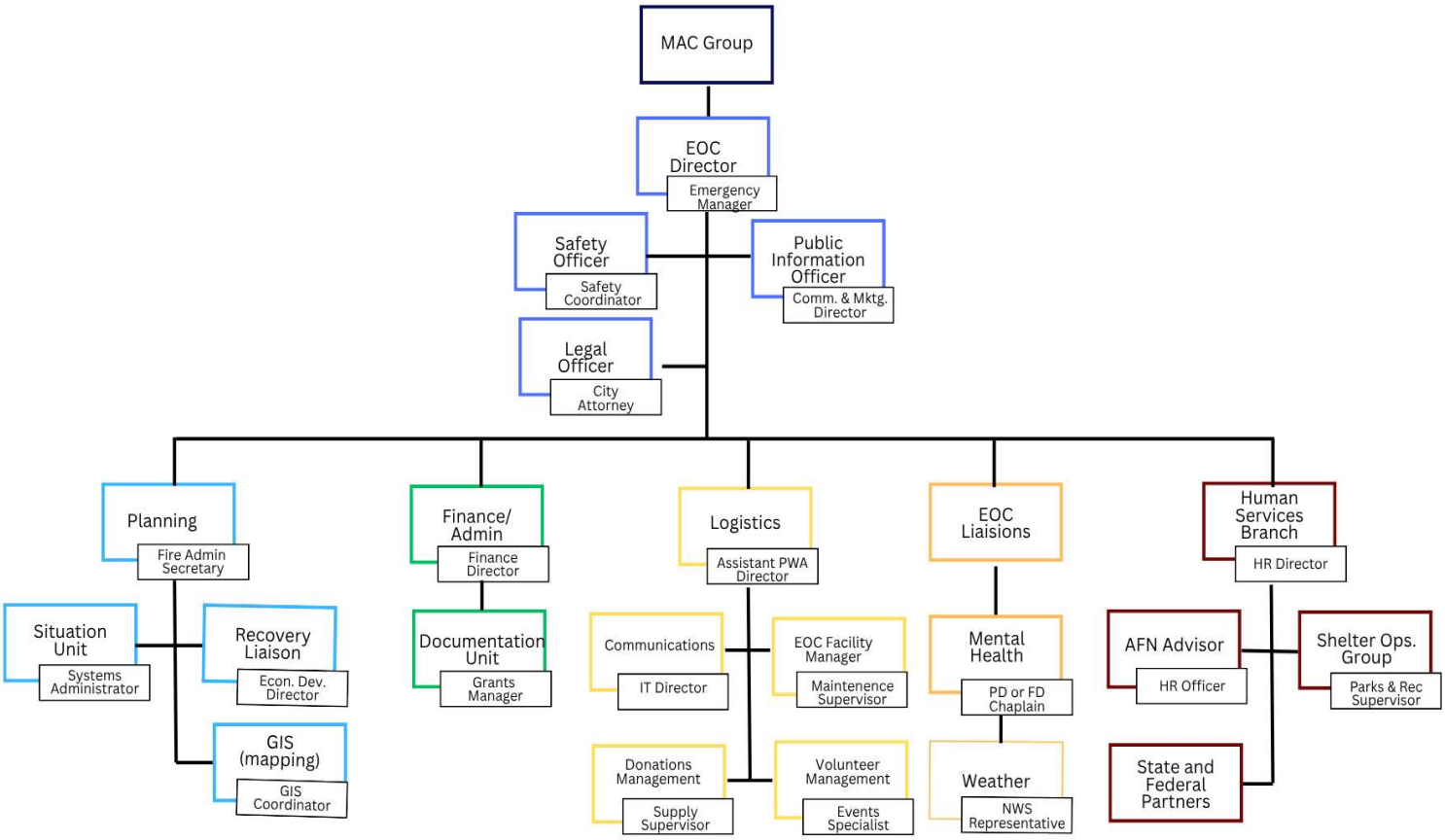
Note: In the event one or more of the above-listed officials is unable to serve in their assigned role, their assistant/deputy should replace them. Deputies may also work alternating shifts during an emergency if there are 24-hour operational periods.

EOC STAFF

An effective EOC enhances community preparedness and allows the Incident Commander to focus on the needs of the incident.

EOC support and special staff members may include volunteers who have skills and training in areas needed to provide a total response to an emergency. They may assist in many different areas, perform functions within the EOC to enhance efficiency, or perform critical tasks outside of the scope of government departments. In larger incidents, the Emergency Manager typically manages EOC Operations. One of the most important functions of the EOC is to provide ongoing Situational Awareness to all levels of Operations. EOC staff also plan for resource requirements and provide resources and support to Incident Command, and coordinate with other affected or responding communities and jurisdictions.

A separate EOC Standard Operations Guide is in development and will be included as part of the Comprehensive Plan.



Proposed Emergency Operations Center Organizational Chart (ICS 207)

ASSIGNMENTS AND RESPONSIBILITIES

Duties and responsibilities are grouped according to Emergency Support Functions (ESF), as identified within the National Response Framework, and modified to meet local needs. Identified in separate annexes of this plan are the tasks for each agency, department or volunteer service organization that supports the City of Midwest City Emergency Management program. Information in the Basic Plan applies to all ESFs.

To facilitate and coordinate emergency tasks in the city, each identified department, or organization shall identify a minimum of three (3) liaison officers to the Midwest City Emergency Operations Center (EOC). Each department or organization should ensure the agency liaison is trained, has routine decision-making authority and is accessible 24 hours.

DIRECTION AND CONTROL

- On November 9, 2004, the City of Midwest City officially adopted the National Incident Management System as the basis for all incident management in the City. NIMS and ICS shall be used to manage all incidents that occur in the City.
- The Incident Command System is a component of NIMS. It is a standardized, all-hazard incident management approach. ICS is flexible and scalable, depending on the size and scope of the incident. It is not dependent on jurisdictional boundaries and places the most qualified individual in each specific role rather than simply relying on daily titles and structures.
- Unified Command is used when two or more departments or agencies have jurisdictional responsibility for an incident. Each entity provides an Incident Commander to the Unified Command, which jointly produces incident objectives, priorities, and one common Incident Action Plan. Each participating agency retains control and authority over their respective resources and personnel.
- Agencies that do not have jurisdictional responsibility for an incident are known as assisting or cooperating agencies. Assisting agencies are agencies that bring tactical resources to the response, cooperating agencies support the response logistically. They interact with the Incident Command through the Liaison Officer or EOC.
- An Incident Complex may be established when two or more individual incidents located in the same area that are assigned to the same Incident Commander or Unified Command. An example of this is when the October 2020 Ice Storm occurred during the ongoing response to the COVID-19 pandemic.
    - The incidents must be close enough in proximity to be managed effectively by the same Incident Command,
    - Separate incident branches are established under the same Operations Section.
- Area Command is used when multiple incidents are being handled by separate ICS structures. Area Command is typically only used when multiple similar incidents occur in the same area, and there is competition for resources. The Area Commander oversees the operations of all ICS structures operating within the area. A Unified Area Command may also be established.
- The Multi-Agency Coordination (MAC) group is the decision-making group for all policy level decisions and is the executive head of the emergency service coordinators, and EOC staff. During response operations, the members of the MAC group advise and direct the activities of the entire response organization through the EOC and Incident Command.
- The Emergency Manager is responsible for coordinating the emergency management program. He/she makes routine decisions and advises the MAC Group on options and alternatives when major decisions are required. During emergency operations, he/she is responsible for the proper functioning of the EOC and EOC staff and supporting Incident Command. The EM also acts as a liaison with other local, county, state, and federal emergency management agencies.
- Specific persons in departments/agencies are responsible for fulfilling their responsibilities as stated in this Basic Plan and the annexes thereto. Department Supervisors retain control of their employees and equipment during response operations unless specifically dictated in this document.
- Standard operating procedures are required of each department having responsibilities in this plan. These SOPs must include:
    - Recall procedures for personnel during non-duty hours.

- Current contact information for each employee.
- Prioritization of tasks to guide recovery work.
- Procedures to be followed which deviate from normal.
- Specific emergency authorities that may be assumed by the designated successor during emergency situations.

CONTINUITY OF GOVERNMENT

SUCCESSION OF LEADERSHIP

The line of succession for continuity of government for Midwest City is as follows:

- Mayor
- Vice Mayor
- Individual elected by available council members
- Individual elected by available council members
- Individual elected by available council members
- Individual elected by available council members
- Individual elected by available council members
- City Manager

The line of succession for the Emergency Manager, and/or her Deputy will be the Fire Chief and then Police Chief.

The line of succession for each agency/department head is according to the department rules, and/or standing operating procedures established by that department. Each department should establish at least three levels of succession.

All city departments, agencies, commissions, boards, and volunteer organizations shall establish internal rules of succession to ensure continuity of government (COG) and continuity of operations (COOP) during times of disaster. To this end, they shall all identify necessary resources and alternate locations to continue emergency operations should their primary facilities become untenable due to a disaster.

CITY RECORD PRESERVATION

To provide normal government operations following a disaster, vital records must be protected. The principal causes of damage to records are fire and water. therefore, essential records should be protected accordingly at City Hall or in local safety deposit boxes. Backup copies of records should also be stored in alternate locations that would be easily accessible if City Hall was destroyed.

Local records in the following categories are essential records that shall be preserved pursuant to Title 67, Oklahoma Statutes:

CATEGORY A: Records containing information necessary for government operations in an emergency created by any disaster.

CATEGORY B: Records not in Category A but containing information necessary to protect the rights and interests of persons or to establish and affirm the powers and duties of governments in the resumption of operations after a disaster.

It is the responsibility of each agency to ensure recognition and preservation of essential records as defined under Categories A and B

EMERGENCY RESPONSE ROLES

Effective emergency response depends on all parties knowing their role and being capable of carrying it out effectively. The table below describes the emergency response roles of each City department.

DEPARTMENT	RESPONSIBILITY	TASKS	LOCATION
Animal Welfare	ESF-11-Agriculture and Natural Resources	Displaced pets, evacuation and sheltering	Animal Welfare
City Attorney	ICS/EOC Support	Legal Advice, Emergency legislation, Contracts	EOC
City Clerk	EOC Support	Staff support, recordkeeping	EOC or adjacent
Customer Service	EOC Support	Staff support, recordkeeping	EOC or adjacent
City Manager's Office	Policy Direction, Emergency Legislation,	CM is the chair of the MAC group. CM may proclaim a state of emergency in the absence of a Council vote until the Council can meet. CM has expanded purchasing and contracting authority in an emergency,	EOC or adjacent
Communications and Marketing	ESF-15 External Affairs	JIC/JIS Management Emergency Public Information Public/Media Information Messaging Coordination	EOC or JIC
Court	TBD	TBD	TBD
ECC/911	Emergency Communications	911 Dispatch	ECC or backup ECC location
Economic Development	ESF-17-Business and Infrastructure	Support for affected businesses Economic Recovery	EOC
Emergency Management	ESF 5 – Emergency Management ESF 6 – Mass Care, Emergency Assistance, Temporary Housing, and Human Services (Coordination) ESF 7 – Logistics Management and Resource Support	Emergency Operations Plan EOC Management Resource management Damage assessment and documentation Collect, evaluate, and disseminate information Provide a Common Operating Picture Recommend appropriate action to City Departments and first responders Coordinate: o Emergency public information o Hazard mitigation actions o Mass Evacuations o Mass care, emergency assistance, housing, and human services FEMA Public Assistance process	EOC

		Disaster Volunteer Management Disaster Donation Management Liaison between the City and OEM/FEMA	
Engineering and Construction Services	Support: ESF-5 Emergency Management	Infrastructure damage assessment Flood Plain Management Emergency Permitting	EOC or Location
Fire	ESF 4 – Fire Fighting ESF-7-Logistics ESF 8 -Public Health and Medical (Support) ESF 9 – Search and Rescue ESF 10 – Oil and Hazardous Materials response	Fire Suppression Search and Rescue HazMat Response Staging	Incident Command Post Staging Locations
Finance	Finance/Admin	Emergency Purchasing Contracts Timekeeping and documentation	EOC/ICP (Time Unit)
Fleet	Support: ESF-1-Transportation ESF-3 Public Works & Utilities ESF-4 Firefighting ESF 13-Public Safety	Vehicle & equipment maintenance & repair-including tires Fuel for vehicles	EOC or ICP
Grants Management	Finance/Admin Documentation Unit	Gather and analyze documentation	EOC
Human Resources	Finance/Admin ESF-16 Donation and Volunteer Management	Payroll Support Volunteer Tracking Donation/Warehouse Management	EOC/Location
Information Technology	ESF-2 Communications	Repair and restore communications infrastructure, telecommunications, radio system, computer networks	EOC/Location
GIS	Technical Specialist	Mapping	EOC
Parks and Recreation	ESF-3 Public Works ESF-6 Mass Care	Debris Clearance and removal Contract monitoring Cooling/Warming stations	Location
Police	ESF-13- Public Safety and Security	Public Safety and Security Law Enforcement and Investigation functions Traffic control	Incident Command Post

		Site/Area security and access Warnings Evacuations Fusion Center Liaison JTTF Liaison	
Public Works	ESF 1 – Transportation (Streets & Roadways) ESF 3 – Public Works & Utilities ESF 4 – Fire Fighting (Support) ESF 9 – Search and Rescue (Support) ESF 13 – Public Safety (Support)	Street cleaning and debris removal for emergency equipment entry Heavy equipment for rescue operations Barricading and traffic management Emergency outdoor lighting Emergency Demolition Household Hazardous material collection & disposal Infrastructure repair and restoration Traffic Control Debris management & removal Stormwater Quality	ICP/Location
Reed Center/Delta Hotel	Support	Housing/Feeding responders	Location
Risk Management	Finance /Admin	Insurance Claims Injury claims Safety Officer	EOC/ICP
Senior Center	ESF-6 Mass Care	Cooling/Warming Station Meal distribution	Location
Streets	ESF-1 Transportation	Clear debris Evacuation Support	Location
Utilities	ESF-3 Public Works	Water/Wastewater infrastructure damage assessment, repair, and restoration	Locations

The table below describes the response roles of external partners. EOC may refer to the local or state EOC.

AGENCY	RESPONSIBILITY	TASKS	LOCATION
American Red Cross	ESF-5 Damage Assessment ESF-6 Mass Care	Coordinating with EM to conduct initial damage assessment Providing sheltering support for Mass Care shelter	EOC
Firelink Midwest City Board	Admin Support Staff Support ESF 14 Recovery	Donated meal coordination Volunteer and Donations Management Long Term Recovery Committee	EOC/Adjacent
Mid-Del Schools	ESF-1 Transportation ESF-6 Mass Care ESF-7 Logistics	Evacuation Support (Vehicles and Drivers) Shelter Locations Staging Areas Warehousing	School Facilities/EOC
Midwest City Chamber of Commerce	Admin Support Staff Support	Donated meal coordination Volunteer and Donations Management	EOC/Adjacent
OG&E	ESF-12-Energy	Restoration of electrical service	EOC/Adjacent
Oklahoma City-County Health Department	ESF-8 – Public Health and Medical	Public Health policy and guidance Vaccination/medical countermeasure support	EOC/OCCHD DCC
Oklahoma Dept of Agriculture, Food, and Forestry	ESF 4 – Fire Fighting Wildland (Support) ESF 11 – Agriculture & Natural Resources	Wildland Fire Fighting Support Responding to animal and plant diseases and pests Safety & security of food supply Companion animal and livestock sheltering	EOC/Adjacent
Oklahoma Dept. of Emergency Management	ESF 5 – Emergency Management ESF 6 – Mass Care, Emergency Assistance, Temporary Housing, and Human Services ESF 7 – Logistics Management and Resource Support ESF 15 – External Affairs	Coordinate OKVOAD response & recovery efforts Coordinate intrastate & interstate mutual aid Federal assistance and resources management Disaster declaration process Liaison to Federal Emergency Management Agency (FEMA)	EOC

		Emergency Management Assistance Compact (EMAC) process FEMA - Public Assistance FEMA - Individual Assistance Disaster Recovery Centers (DRC) Emergency Public Information	
Oklahoma Dept. of Environmental Quality	ESF-10 HazMat	Regulatory Oversight Technical and Laboratory Support	Locations
Oklahoma Dept. of Human Services	ESF-6 Mass Care, Emergency Assistance, Temporary Housing, Human Services	People with Disabilities, Access and Functional Needs	EOC/Adjacent
Oklahoma Dept. of Mental Health and Substance Abuse Services	ESF-8-Public Health and Medical	Disaster Mental Health for survivors Responder Mental Health	EOC/Adjacent
Oklahoma State Dept. of Health	ESF-8-Public Health and Medical	Oklahoma Medical Reserve Corps volunteers	EOC/Adjacent
Oklahoma State Office of the Medical Examiner	ESF-8-Public Health and Medical	Mass Fatality Management	Locations
Oklahoma Dept. of Transportation	ESF-1 Transportation	State and Federal Highway infrastructure repair and restoration	Locations
OKVOAD	ESF-6-Mass Care ESF-7 Logistics ESF-14 Long-term Recovery	Feeding, Tarping, Muck out, Rebuilding, Wraparound services for unmet needs	EOC/MARC (Multi-Agency Resource Center)
ONG	ESF-12-Energy	Restoration of Natural Gas Service	EOC/Adjacent
Private Sector Partners	ESF-7 -Logistics ESF-17 Economic Recovery	Response supplies and support Recovery Leadership Warehousing	EOC
Regional Medical Response System	ESF-8-Public Health and Medical	Medical system response coordination and support Medical Emergency Response Center (MERC)	MERC
SSM St. Anthony-Midwest Hospital EMS	ESF-8	Emergency Medical Triage, Pre-Hospital Treatment, and Transport	Location
Wireless Telecommunications Providers	ESF-2-Communications	Restoration of communication services Interim communications	EOC/Adjacent

ADMINISTRATION AND LOGISTICS

EMERGENCY AUTHORITY

A summary of existing Oklahoma legislation pertaining to emergency management is listed in the Authorities and References Section.

Provisions for local emergency powers are found in the Oklahoma State Code and Midwest City ordinances, which include but are not limited to:

- Declaration of States of Emergency.
- Provisions for Evacuations
- Damage Assessment
- Contracts and Obligations.
- Emergency Purchasing
- Mutual Aid Agreements
- Control of Restricted Areas.
- Liability.

AGREEMENTS AND UNDERSTANDINGS

Should city resources prove to be inadequate during an emergency, requests should be made for assistance from other local jurisdictions, higher levels of government, and other agencies in accordance with existing or emergency negotiated mutual-aid agreements and understandings, as well as the State Mutual Aid Compact passed into law in May of 2006, HB- 2585. Such assistance may take the form of equipment, supplies, personnel, or other available capabilities. All agreements and understandings should be entered into by duly authorized officials and formalized in writing whenever possible.

Letters of agreement or understanding between the City of Midwest City and local support groups should be prepared as required and cite as their authority the State of Oklahoma Emergency Management Act of 2003.

INCIDENT RECORDS AND REPORTS

The Records Management Act stated in Title 67, Oklahoma Statutes shall apply.

It is the responsibility of the Emergency Manager to request records and reports from supporting agencies, as required, to provide for continuity of operations as well as for the administration of this plan.

During emergency operations, each department should maintain a log or record identifying the personnel, the hours worked (including overtime), equipment used and all other costs and expenses (including direct costs), and tasks performed in the administration of disaster related responsibilities. This information may be used to determine total state costs for possible use by the Governor to request a State or Federal disaster declaration.

Each employee involved in the response shall also complete an ICS 214-Personal Activity Log every day and submit it to the documentation Unit or Planning Section upon demobilization.

RELIEF ASSISTANCE

All individual disaster assistance provided by the government should be administered in accordance with policies set forth by the Oklahoma Department of Emergency Management and those Federal agencies providing such assistance.

CONSUMER PROTECTION

Consumer complaints pertaining to alleged unfair or illegal business practices should be referred to the Oklahoma Attorney General's Consumer Protection Division.

NONDISCRIMINATION

There will be no discrimination on grounds of race, color, religion, nationality, sex, age, or economic status in the execution of emergency management functions. This policy applies to all levels of government, contractors, and labor unions.

ADMINISTRATION AND INSURANCE CLAIMS

Commercial insurance companies and adjustment agencies normally handle insurance claims on a routine basis. Complaints should be referred to the Oklahoma Insurance Commissioner. Adjusters of private insurance companies are usually dispatched to a disaster area to assist with claim problems. Midwest City will take all actions necessary to provide adequate access to facilitate insurance claims for survivors.

LABOR (PAID AND VOLUNTEER)

Labor, both paid and volunteer, is managed by the Human Resources Department and Volunteer Coordinator in cooperation with the EOC, Whole Community Group, and OKVOAD Donations and Volunteer Management Committee.

DUPLICATION OF BENEFITS

No person should receive assistance with respect to any loss for which he has received financial assistance under any other program, or for which he/she has received insurance or other compensation. This also applies to business concerns or other entities.

USE OF LOCAL FIRMS

When major disaster assistance activities may be carried out by contract or agreement with private organizations, firms or individuals, preference should be given to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the City.

PRESERVATION OF HISTORIC PROPERTIES.

The Oklahoma Historical Preservation Officer (OHPO) should be notified when the Governor declares that a state of emergency exists as the result of a disaster. The Director of the Oklahoma Department of Emergency Management should arrange for the OHPO to identify any existing historic properties within the designated disaster area.

A list of the properties identified on the OHPO website as being in Midwest City is saved on the Citywide Common drive in the Emergency Management Folder and a hard copy is included in the Emergency Operations binder.

Note: Nothing in the process of coordination and support should be interpreted as relieving agency or department heads of their responsibility for emergency planning and response for their agency under state law.

AUTHORITIES AND REFERENCES

LEGAL AUTHORITY

FEDERAL

1. Public Law 93-288 Robert T. Stafford Disaster Relief and Emergency Assistance as amended
2. Superfund Amendments and Reauthorization Act of 1986 (SARA Title III)
3. Emergency Planning and Right-to-Know Act of 1986 (EPCRA)
4. Homeland Security Presidential Directive 5
5. Title 44- Code of Federal Regulations – Emergency Management and Assistance
6. Health Insurance Portability and Accountability Act (HIPAA)
7. Americans with Disabilities Act 1990
8. Rehabilitation Act of 1973
9. Civil Rights Act of 1964
10. Pets Evacuation and Transportation Standards Act 2006
11. National Response Framework
12. Federal Clean Air Act
13. Federal Resource Conservation and Recovery Act
14. Federal Comprehensive Environmental Response Compensation and Liability Act of 1908 (CERCLA)
15. CFR 1910.120 Hazardous Waste and Emergency Operations (HAZWOPR)
16. 28 C.F.R. § 35.130(b) and § 35.136 relating to providing equal access to disaster services for persons utilizing service animals.
17. Presidential Executive Order dated March 18, 2025

STATE OF OKLAHOMA

1. Oklahoma Emergency Management Act of 2003 (O.S.§ 63-683.1)
2. Oklahoma Motor Vehicles Statute (O.S §47-1-103)
3. Oklahoma Hazardous Materials Planning and Notification Act
4. Oklahoma Emergency Response Act
5. Oklahoma Public Competitive Bidding Act of 1974

CITY OF MIDWEST CITY

1. Resolution Establishing Midwest City Department and Emergency Manager, Code 1972, Chapter 11
2. Midwest City Ordinance 2-126. - Emergency purchases.
3. Article VII Miscellaneous Provisions, Chapter 16,

REFERENCES

1. 44 CFR Part 302 Civil Defense State and Local Emergency Management Assistance Program (EMA).
2. 28 C.F.R. § 35.130(b) and § 35.136.
3. Pets Evacuation and Transportation Standards Act (PETS Act), Public Law-109-308 (2006)
4. O.S. § 63- 683 Emergency Management Act
5. Community Lifelines Toolkit 2.1
6. Comprehensive Preparedness Guide (CPG) 101 V. 2.0: Developing and Maintaining Emergency Operations Plans
7. The National Response Framework, Fourth Edition 2019
8. The National Disaster Recovery Framework, Second Edition 2016
9. National Incident Management System 2017
10. Public Law 93-288 Robert T. Stafford Disaster Relief and Emergency Assistance as amended.
11. Midwest City, Oklahoma –Article VII Miscellaneous Provisions, Chapter 16, Proclamation of state of emergency and Chapter 11 – CITY EMERGENCY MANAGEMENT,
12. FEMA G2300 Intermediate Emergency Operations Center Functions

APPENDICES

Appendix 1- Incorporation of National Response Framework
Appendix 2- Resource List
Appendix 3- Definitions
Appendix 4- Acronyms
Appendix 5- Hazard Analysis
Appendix 6- FEMA Lifeline Components
Appendix 7- National Risk Index Graphics
Appendix 8–Resiliency and Planning Tool Images
Appendix 9- Health Care Facility Map
Appendix 10-Sample Emergency Proclamation
Appendix 11- Sample Delegation of Authority Letter

APPENDIX 1: INCORPORATION OF THE NATIONAL RESPONSE FRAMEWORK

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended) provides the authority for the Federal government to respond to disasters and emergencies to save lives and protect public health, safety, and property. The Federal Response Plan for Public Law 93-288, as amended, is designed to address the consequences of any disaster or emergency in which there is a need for Federal response assistance. Copies of this plan are maintained at the State Emergency Operations Center.

The local agencies listed in the following matrix are responsible for cooperation with the State and Federal counterparts in coordinating and implementing the plan.

ESF	Federal Agency	State Agency	Local Agency
#1 Transportation	Dept. of Transportation	OK Dept. of Transportation	MWC PWA/ Mid-Del Public Schools
#2 Communication	Dept. of Homeland Security	OK Dept. of Emergency Management	MWC Information Technology/Emergency Communications
#3 Engineering and Public Works	Dept. of Defense/ U.S. Army Corps of Engineers	OK Dept. of Transportation	MWC Public Works Dept.
#4 Firefighting	Dept. of Agriculture/ U.S. Forest Service	OK Dept. of Agriculture, Food and Forestry	MWC Fire Dept.
#5 Emergency Management	Dept. of Homeland Security/FEMA	OK Dept. of Emergency Management	MWC Emergency Management
#6 Mass Care and Sheltering	Dept. of Homeland Security/FEMA	OK Dept. of Emergency Management	American Red Cross-Central and SW Oklahoma Chapter/ MWCEM
#7 Logistics	General Services Administration	OK Dept. of Emergency Management	MWC Fire Dept.
#8 Public Health and Medical	Dept. of Health and Human Services	OK Dept. of Health	SSM Health St. Anthony – Midwest EMS/ Oklahoma City-County Health Dept/ RMRS
#9 Search and Rescue	Dept. of Homeland Security/FEMA	OK Dept. of Public Safety	MWC Fire Dept.
#10 HazMat	Environmental Protection Agency	OK Dept. of Environmental Quality	MWC Fire Dept.
#11 Agriculture	Dept. of Agriculture	OK. Dept. of Agriculture, Food, and Forestry	MWC Animal Welfare
#12 Energy	Dept. of Energy	OK Corporation Commission	MWC Public Works Dept./Local Utility Providers
#13 Public Safety and Security	Department of Justice/Bureau of Alcohol, Tobacco, Firearms & Explosives	OK Dept. of Public Safety	MWC Police Dept.
#14 Recovery	FEMA	OK Dept. of Emergency Management	Midwest City Emergency Management/OKVOAD/FireLink MWC
#15 Public Affairs	Department of Homeland Security	OK Dept. of Emergency Management	MWC Communications & Marketing, Police PIO, Fire PIO, EOC Director
#16 Donations and Volunteer Management	National VOAD	OK VOAD	MWC Human Resources/Emergency Management
#17 Cross-Sector Business and Infrastructure	Department of Homeland Security / Cybersecurity and Infrastructure Security Agency (CISA)	OK Dept. of Homeland Security/ OK Dept. of Emergency Management	MWC Economic Development MWC Chamber of Commerce

APPENDIX 2: RESOURCE LIST

Numbers in red are answered 24-hours a day.

STATE OF OKLAHOMA

State Resource Hotline (OEM)	405-521-2481	1-800-800-2481
Oklahoma Corporation Commission		
Oil and Gas Division	405-521-2301	
Pollution Abatement	405-521-2201	
Transportation Division	405-521-2251	
Railroad Safety	405-521-3407	
Oklahoma Dept. of Environmental Quality 405-702-6100		
HazMat Release	405-702-6174	1-800-522-0206
Oklahoma Highway Patrol HQ	405-424-1616	
Oklahoma Dept. of Transportation	405-521-2554	
Oklahoma Dept. of Wildlife	405-521-4600	
Oklahoma Liquid Petroleum Board	405-521-2458	
Oklahoma National Guard	405-425-8275	
Oklahoma Poison Control	405-271-5454	1-800-222-1222
Oklahoma Water Resources Board	405-530-8800	

FEDERAL

Federal Aviation Administration Ops. Center-Ft. Worth, TX	1-817-222-5006	
Federal Railroad Administration	1-817-862-2200	
National Response Center Staffed by Coast Guard personnel, notifies all federal authorities	1-800-424-8802	
Nuclear Regulatory Commission	Operations Center 1-301-816-5100	Arlington, TX 1-817-860-8100

US Army Explosive Ordnance Disposal- Ft. Sill, OK	1-580-442-2313	
US Dept. of Energy		
Emergency Operations Center	1-202-586-8100	
Medical Information for effects of exposure to radiation	1-865-576-3131	
Radiation Emergency Assistance Center	1-865-576-1005	
Radiological Assistance Team Region 4	1-505-845-4667	
US Dept. of Transportation Enforcement	NIGHT- 1-800-759-7243	Page #805-7850
US Environmental Protection Agency	1-866-372-7745	
	PRIVATE	
Animal Poison Control Hotlines (fee for service)	1-888-426-4435	1-855-764-7661

APPENDIX 3: DEFINITIONS

AGENCY LIAISON OFFICER (ALO): Persons appointed by Director of designated state agencies who, during emergency periods, coordinate an agency's actions for providing effective relief and assistance in accordance with this plan and The Robert T. Stafford Act, Public Law 93-288.

ASSISTING PARTNER: An agency or organization that does not have legal jurisdiction over an incident but brings resources to assist in managing that incident upon request

CATASTROPHIC DISASTER: An event that results in large numbers of deaths and injuries. causes extensive damage or destruction of facilities that provide and sustain human needs. produces an overwhelming demand on State and local response resources and mechanisms. causes a severe long-term effect on general economic activity. and severely affects State, local, and private-sector capabilities to begin and sustain response activities.

COMMUNITY EMERGENCY RESPONSE TEAM (CERT): A program that helps train people to be better prepared to respond to emergencies in their communities. CERT members give critical support to first responders in emergencies, provide immediate assistance to victims, organize spontaneous volunteers at a disaster site, and collect disaster intelligence to support first responder efforts.

CONTINUITY OF GOVERNMENT: Ensuring the continued functioning of our city government in the event of an emergency or disaster.

CONTINUITY OF OPERATIONS: Continuity of Operations Plan (COOP) is planning to ensure that minimum essential government functions continue during any situation. It is a contingency plan for when any event disrupts an agency's day-to-day operations. It may include something as simple as a power outage or as serious as the destruction of an agency's current facilities.

DEMOBILIZATION: The orderly, safe, and efficient return of an incident resource to its original location and status.

DISASTER: A dangerous event that causes significant human and economic loss and demands a crisis response beyond the scope of any single agency or service, such as the fire or police department. Disasters are distinguished from emergencies by the greater level of response required. A disaster requires resources beyond those available locally. Disasters may be natural, or human-caused and are classified as major or catastrophic based on damage and injuries.

EMERGENCY: A dangerous event that may be devastating but may not result in a request for State or Federal assistance.

"EMERGENCY" AS PROCLAIMED BY THE GOVERNOR: Whenever, in the opinion of the Governor, the safety of Oklahoma and its citizens requires the exercise of extreme measures due to an impending or actual disaster, he may declare an emergency to exist in the state, or any part of the state, to aid individuals and local government.

EMERGENCY COMMNICATIONS CENTER (ECC): Sometimes called a PSAP (Public Safety Answering Point), a call center where emergency (911 and others) calls are answered and processed according to a specific policy.

EMERGENCY MANAGEMENT- The managerial function charged with creating the framework within which communities reduce vulnerability to hazards and cope with disasters.

EMERGENCY OPERATIONS CENTER (EOC): A pre-designated, centralized facility established and utilized for direction, control and coordination in an emergency or disaster.

EMERGENCY PREPAREDNESS: The discipline which ensures an organization, or community's readiness to respond to an emergency in a coordinated, timely, and effective manner.

EMERGENCY SUPPORT FUNCTION (ESF): The grouping of governmental and private sector capabilities into an organizational structure to provide capabilities and services most likely needed to manage domestic incidents.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA): The federal agency that coordinates the disaster response and recovery efforts.

FEDERAL COORDINATING OFFICER (FCO): The person appointed by the President of the United States to operate under the Director, Region VI Federal Emergency Management Agency to coordinate federal assistance in a declared major disaster area under the provisions of The Robert T. Stafford Act, Public Law 93-288.

FINANCE/ADMIN SECTION: The ICS Section responsible for an incident's administrative and financial considerations.

GOVERNOR'S AUTHORIZED REPRESENTATIVE (GAR): The person appointed by the Governor of Oklahoma in the Federal/State Disaster Assistance Agreement as his authorized representative to act in cooperation with the Federal Coordinating Officer.

HAZARD MITIGATION: The process of alleviating hazards or reducing the risk of hazards using proactive measures. (FEMA's Disaster Mitigation Act) Any sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards.

HAZARD VULNERABILITY ANALYSIS: The process of estimating, for defined areas, the probabilities of the occurrence of potentially damaging phenomenon of given magnitudes within a specified period. A systematic approach used to analyze the effectiveness of the overall (current or proposed) security and safety systems at a particular facility.

IAEM: International Association of Emergency Managers. A non-profit educational organization dedicated to promoting the goals of saving lives and protecting property during emergencies and disasters.

IC: Incident Commander. Under the Incident Command System, the person assigned to have overall charge of the field response to an incident.

ICS: The Incident Command System. A standardized approach to the command, control, and coordination of on-scene incident management, providing a common hierarchy within which personnel from multiple organizations can be effective. ICS is the combination of procedures, personnel, facilities, equipment, and communications operating within a common organizational structure, designed to aid in the management of on-scene resources during incidents. It is used for all kinds of incidents and is applicable to small, as well as large and complex, incidents, including planned events.

INDIVIDUAL ASSISTANCE: Financial or other aid provided to private citizens to help alleviate hardship and suffering and intended to facilitate resumption of their normal way of life prior to disaster.

JOINT FIELD OFFICE (JFO): A temporary federal facility established locally to provide a central point for federal, state, local, and tribal executives with responsibility for incident oversight to effectively coordinate all phases of emergency management.

JOINT INFORMATION CENTER (JIC): The primary field location for the coordination of Federal, State, and local media relations, located in or near the JFO.

LIAISON OFFICER: Under the Incident Command System, (ICS), a member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies or organizations.

LOGISTICS SECTION: The ICS Section responsible for providing facilities, services, and material support for the incident.

MAJOR DISASTER: A significant event that causes widespread destruction, poses a threat to life, and overwhelms the capacity of local and state governments to respond effectively.

MANAGEMENT BY OBJECTIVES: A management approach, fundamental to NIMS, that involves (1) establishing objectives, e.g., specific, measurable and realistic outcomes to be achieved.(2) identifying strategies, tactics, and tasks to achieve the objectives. (3) performing tactics and tasks and measuring and documenting results in achieving the objectives. and (4) taking corrective action to modify strategies, tactics, and/or performance to achieve the objectives.

MULTIAGENCY COORDINATION GROUP (POLICY GROUP): A group, typically consisting of agency administrators or executives from organizations, or their designees, that provides policy guidance to incident personnel, supports resource prioritization and allocation, and enables decision making among elected and appointed officials and senior executives in other organizations, as well as those directly responsible for incident management. May also be called the Policy Group.

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS): A systematic, proactive approach to guide all levels of government, NGOs, and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from the effects of incidents. NIMS provides stakeholders across the whole community with shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness System. NIMS provides a consistent foundation for dealing with all incidents, ranging from daily occurrences to incidents requiring a coordinated Federal response.

NATIONAL WARNING SYSTEM (NAWAS): A protected full-time voice communications system that provides warning information throughout the nation.

OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT (OEM): The agency responsible for preparation and execution of emergency functions to prevent, minimize and repair injury and damage resulting from hostile actions or natural disasters as stated in the Oklahoma Emergency Management Act of 2003.

OKLAHOMA OFFICE OF HOMELAND SECURITY (OKOHS): The office responsible for the homeland security effort for the State of Oklahoma to prepare for, to prevent, to reduce the State's vulnerability to, to minimize the damage from, and to respond to a terrorist attack should one occur.

OPERATIONS SECTION: The ICS Section responsible for implementing tactical incident operations described in the IAP. In ICS, the Operations Section may include subordinate branches, divisions, and/or groups.

PLANNING SECTION: The ICS Section that collects, evaluates, and disseminates operational information related to the incident and for the preparation and documentation of the IAP. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.

PRIVATE SECTOR: Organizations and individuals that are not part of any governmental structure. The private sector includes for-profit and not-for-profit organizations, formal and informal structures, commerce, and industry.

PUBLIC ASSISTANCE: Financial or other aid provided to political subdivisions or tribes to facilitate restoration of public facilities to pre-disaster functions and capabilities.

PIO: Public Information Officer. Under the Incident Command System (ICS), a member of the Command Staff responsible for interfacing with the public, media, and others to provide accurate and timely information about an incident.

RECOVERY PERIOD: That period after an emergency when short-term and long-term economic recovery from disaster damage takes place, including the use of any available local, state, federal government, and private resources.

RESPONSE: Activities to address the immediate and short-term effects of an emergency or disaster.

SAFETY OFFICER (SOFR): In the Incident Command System (ICS), a member of the Command Staff responsible for monitoring incident operations and advising the Incident Commander or Unified Command on all matters relating to operational safety, including the health and safety of incident personnel. The Safety Officer modifies or stops the work of personnel to prevent unsafe acts.

STATE COORDINATING AGENCY: The State department or agency assigned primary responsibility to facilitate and coordinate a specific ESF.

STATE COORDINATING OFFICER: The representative of the Governor who coordinates State response and recovery activities with those of the Federal Government.

SUPPORT AGENCY: A state or volunteer agency designated to assist a specific state coordinating agency with available resources, capabilities, or expertise in support of ESF response operations.

TERRORISM: Defined by the Federal Bureau of Investigation (FBI) as the unlawful use of force or violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives.

UNITY OF COMMAND: A NIMS guiding principle stating that everyone involved in incident management reports to and takes direction from only one person.

UNITY OF EFFORT: A NIMS guiding principle that provides coordination through cooperation and common interests and does not interfere with Federal department and agency supervisory, command, or statutory authorities.

VOAD: Voluntary Organizations Active in Disaster

WARNING: Indication that severe weather is occurring and there is imminent danger to life and property.

WATCH: When meteorological conditions indicate a probability of severe weather phenomena.

WHOLE COMMUNITY: A focus on enabling the participation in incident management activities of a wide range of players from the private and nonprofit sectors, including NGOs and the public, in conjunction with the participation of all levels of government, to foster better coordination and working relationships.

APPENDIX 4: ACRONYMS

ARC	AMERICAN RED CROSS
ARES	AMATEUR RADIO EMERGENCY SERVICES
ARRL	AMERICAN RADIO RELAY LEAGUE
C&G	COMMAND AND GENERAL STAFF
CAP	CIVIL AIR PATROL
CART	COUNTY ANIMAL RESPONSE TEAM
CBRNE	CHEMICAL, BIOLOGICAL, RADIOLOGICAL, NUCLEAR, & EXPLOSIVE
CERT	COMMUNITY EMERGENCY RESPONSE TEAM
CFR	CODE OF FEDERAL REGULATIONS
COOP	CONTINUITY OF OPERATIONS PLAN
CPG	COMPREHENSIVE PREPAREDNESS GUIDE
CST	CIVIL SUPPORT TEAM
DEQ	DEPARTMENT OF ENVIRONMENTAL QUALITY
DHS	DEPARTMENT OF HUMAN SERVICES
DMAT	DISASTER MEDICAL ASSISTANCE TEAM
DMORT	DISASTER MORTUARY TEAM
DMT	DISASTER/DONATIONS MANAGEMENT TEAM
DPS	DEPARTMENT OF PUBLIC SAFETY
DRC	DISASTER RECOVERY CENTER
DRRA	DISASTER RECOVERY REFORM ACT OF 2018
EAS	EMERGENCY ALERT SYSTEM
ECC	EMERGENCY COMMUNICATIONS CENTER
EMP	ELECTROMAGNETIC PULSE
EMS	EMERGENCY MEDICAL SERVICES
EOC	EMERGENCY OPERATIONS CENTER
EPA	ENVIRONMENTAL PROTECTION AGENCY
EPCRA	EMERGENCY PLANNING AND COMMUNITY RIGHT TO KNOW ACT
EPRS	EMERGENCY PREPAREDNESS & RESPONSE SERVICE
ERT	EMERGENCY RESPONSE TEAM
ESF	EMERGENCY SUPPORT FUNCTION
FAA	FEDERAL AVIATION ADMINISTRATION
FBI	FEDERAL BUREAU OF INVESTIGATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
GAR	GOVERNOR'S AUTHORIZED REPRESENTATIVE
GIS	GEOGRAPHICAL INFORMATION SYSTEM
IAO	INDIVIDUAL ASSISTANCE OFFICER
IC	INCIDENT COMMANDER
ICS	INCIDENT COMMAND SYSTEM
IHP	INDIVIDUAL AND HOUSEHOLDS PROGRAM
JFO	JOINT FIELD OFFICE
JIC	JOINT INFORMATION CENTER
JIS	JOINT INFORMATION SYSTEM
LOFR	LIAISON OFFICER
MDARC	MID-DEL AMATEUR RADIO CLUB
MERC	MEDICAL EMERGENCY RESPONSE CENTER
MOA	MEMORANDUM OF AGREEMENT
MOU	MEMORANDUM OF UNDERSTANDING
NAWAS	NATIONAL WARNING SYSTEM
NDMS	NATIONAL DISASTER MEDICAL SYSTEM

NDEMU	NATIONAL DISASTER & EMERGENCY MANAGEMENT UNIVERSIRY (FORMERLY EMI)
NDRF	NATIONAL DISASTER RECOVERY FRAMEWORK
NIMS	NATIONAL INCIDENT MANAGEMENT SYSTEM
NOAA	NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION
NRF	NATIONAL RESPONSE FRAMEWORK
NTAS	NATIONAL TERRORISM ADVISORY SYSTEM
NTSP	NATIONAL TELECOMMUNICATIONS SUPPORT PLAN
NWS	NATIONAL WEATHER SERVICE
OCTIC	OKLAHOMA COUNTER TERRORISM INTELLIGENCE CENTER
ODAFF	OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY
OEM	OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT
ODOT	OKLAHOMA DEPARTMENT OF TRANSPORTATION
OHP	OKLAHOMA HIGHWAY PATROL
OIFC	OKLAHOMA INFORMATION FUSION CENTER
OKMRC	OKLAHOMA MEDICAL RESERVE CORPS
OKNG	OKLAHOMA NATIONAL GUARD
OKOHS	OKLAHOMA OFFICE OF HOMELAND SECURITY
OKVOAD	OKLAHOMA VOLUNTARY ORGANIZATIONS ACTIVE IN DISASTERS
OKWIN	OKLAHOMA WIRELESS INFORMATION NETWORK
OLETS	OKLAHOMA LAW ENFORCEMENT TELECOMM SYSTEM
OMD	OKLAHOMA MILITARY DEPARTMENT
OSART	OKLAHOMA STATE ANIMAL RESPONSE TEAM
OSBI	OKLAHOMA STATE BUREAU OF INVESTIGATION
OWRB	OKLAHOMA WATER RESOURCES BOARD
PIO	PUBLIC INFORMATION OFFICER
POC	POINT OF CONTACT
REACT	RADIO EMERGENCY ASSOCIATION COMMUNICATIONS TEAM
RACES	RADIO AMATEUR CIVIL EMERGENCY SERVICE
RMRS	REGIONAL MEDICAL RESPONSE SYSTEM
SAR	SEARCH AND RESCUE
SARA	SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT
SBA	SMALL BUSINESS ADMINISTRATION
SEOC	STATE EMERGENCY OPERATIONS CENTER
SITREP	SITUATION REPORT
SLA	STATE AND LOCAL ASSISTANCE
SME	SUBJECT MATTER EXPERT
SOG/P	STANDARD OPERATING GUIDE/ PROCEDURE
USACE	UNITED STATES ARMY CORPS OF ENGINEERS
USDA	UNITED STATES DEPARTMENT OF AGRICULTURE
USPS	UNITED STATES POSTAL SERVICE
USAR	URBAN SEARCH AND RESCUE
USFS	UNITED STATES FOREST SERVICE
VOAD	VOLUNTARY ORGANIZATIONS ACTIVE IN DISASTERS
WMD	WEAPONS OF MASS DESTRUCTION
ZULU	TIME ZONE CORRESPONDING TO GREENWICH, ENGLAND

APPENDIX 5: HAZARD ANALYSIS

The City of Midwest City has responded to and recovered from multiple natural disasters and has supported statewide responses and recovery as well. With each disaster, our community becomes better prepared for the next incident. The Midwest City Emergency Management Department continually assesses the community for new hazards.

Experience has shown that natural disasters associated with severe thunderstorms (Tornadoes, Floods, Hail, Strong Winds) have the greatest potential for damage and occur most frequently. Other hazards that may threaten the city are as follows:

HAZARD	FREQUENCY	DURATION	AREAL EXTENT	SPEED OF ONSET	DISPERSION	TIMING	RISK
Natural							
Tornado	High	Short	Limited	Rapid	Citywide	Random	High
High Winds	High	Short	Variable	Rapid	Citywide	Random	Moderate
Lightning	High	Short	Variable	Rapid	Citywide	Random	High
Hail	High	Short	Variable	Rapid	Citywide	Random	Moderate
Winter Weather	High	Long	Widespread	Moderate	Citywide	Seasonal	Moderate
Flood	High	Long	Limited	Rapid	Concentrated	Random	High
Extreme Heat	High	Long	Widespread	Slow	Citywide	Seasonal	High
Drought	Medium	Long	Widespread	Slow	Citywide	Random	
Wildfire	High	Variable	Variable	Rapid	Variable	Seasonal	High
Earthquake	High	Short	Variable	Rapid	Variable	Random	High
Mosquito Borne Disease	High	Long	Widespread	Rapid	Variable	Seasonal	High
Human-caused							
Cyber Incident	High	Variable	Limited	Rapid	Citywide	Random	High
Workplace Violence	Very Low	Short	Limited	Rapid	Citywide	Random	Moderate

HAZARD	FREQUENCY	DURATION	AREAL EXTENT	SPEED OF ONSET	DISPERSION	TIMING	RISK
Terrorism	Very Low	Short	Limited	Rapid	Concentrated	Random	Moderate
Human Pandemic	Very Low	Variable	Widespread	Variable	Variable	Random	Moderate
Civil Unrest	Very Low	Variable	Variable	Variable	Concentrated	Random	Low
Accidental							
Urban Fires-Non-arson	High	Variable	Limited	Rapid	Variable	Random	High
Hazardous Materials Releases	High	Variable	Limited	Rapid	Variable	Random	Moderate
Train Derailment	High	Variable	Limited	Rapid	Concentrated	Random	Moderate
Dam Failure	Low	Variable	Variable	Variable	Variable	Random/ Seasonal	Moderate
Radiological Release	Very Low	Short	Limited	Rapid	Concentrated	Random	Moderate
Aircraft Crash	Low	Short	Limited	Rapid	Concentrated	Random	High

APPENDIX 6: COMMUNITY LIFELINES

The eight FEMA community lifelines, broken down into their respective components and subcomponents, are:

- **Safety and Security**
  - Law enforcement/Security
    - Police Stations
    - Law Enforcement
    - Site Security
    - Correctional Facilities
  - Fire Service
    - Fire Stations
    - Firefighting Resources
  - Search and Rescue
    - Local Search and Rescue
  - Government Service
    - Emergency Operations Centers
    - Essential Government Functions
    - Government Offices
    - Schools
    - Public Records
    - Historic/Cultural Resources
  - Community Safety
    - Flood Control
    - Other Hazards
    - Protective Actions

- **Food, Hydration, Shelter (Changed from Food, Water and Shetler in 2023)**
  - Food
    - Commercial Food Distribution
    - Commercial Food Supply Chain
    - Food Distribution Programs (e.g. Food Banks)
  - Hydration
    - Temporary hydration missions (bottled water distribution)
    - Commercial Water Supply Chain
  - Shelter
    - Housing (e.g., homes, shelters)
    - Commercial Facilities (e.g., hotels)
  - Agriculture
    - Animals and Agriculture

- **Health and Medical**
  - Medical Care
    - Hospitals
    - Dialysis
    - Pharmacies
    - Long-Term Care Facilities
    - VA Health System
    - Veterinary Services
    - Home Care
  - Public Health
    - Epidemiological Surveillance
    - Laboratory
    - Clinical Guidance
    - Assessment/Interventions/Treatments
    - Human Services
    - Behavioral Health
  - Patient Movement
    - Emergency Medical Services
  - Medical Supply Chain
    - Blood/Blood Products
    - Manufacturing
      - Pharmaceutical Devices
      - Medical Gases
    - Distribution
    - Critical Clinical Research
    - Sterilization
    - Raw Materials
  - Fatality Management
    - Mortuary and Post-Mortuary Services

- **Water Systems (new in 2023)**
  - Potable Water Infrastructure
    - Intake
    - Treatment
    - Storage
    - Distribution
  - Wastewater Management
    - Collection
    - Storage
    - Treatment
    - Discharge

- **Energy (Power and Fuel)**
  - Power Grid
    - Generation Systems
    - Transmission Systems
    - Distribution Systems
  - Fuel
    - Refineries/Fuel Processing
    - Fuel Storage
    - Pipelines
    - Fuel Distributions (e.g., gas stations, fuel points)
    - Off-shore Oil Platforms

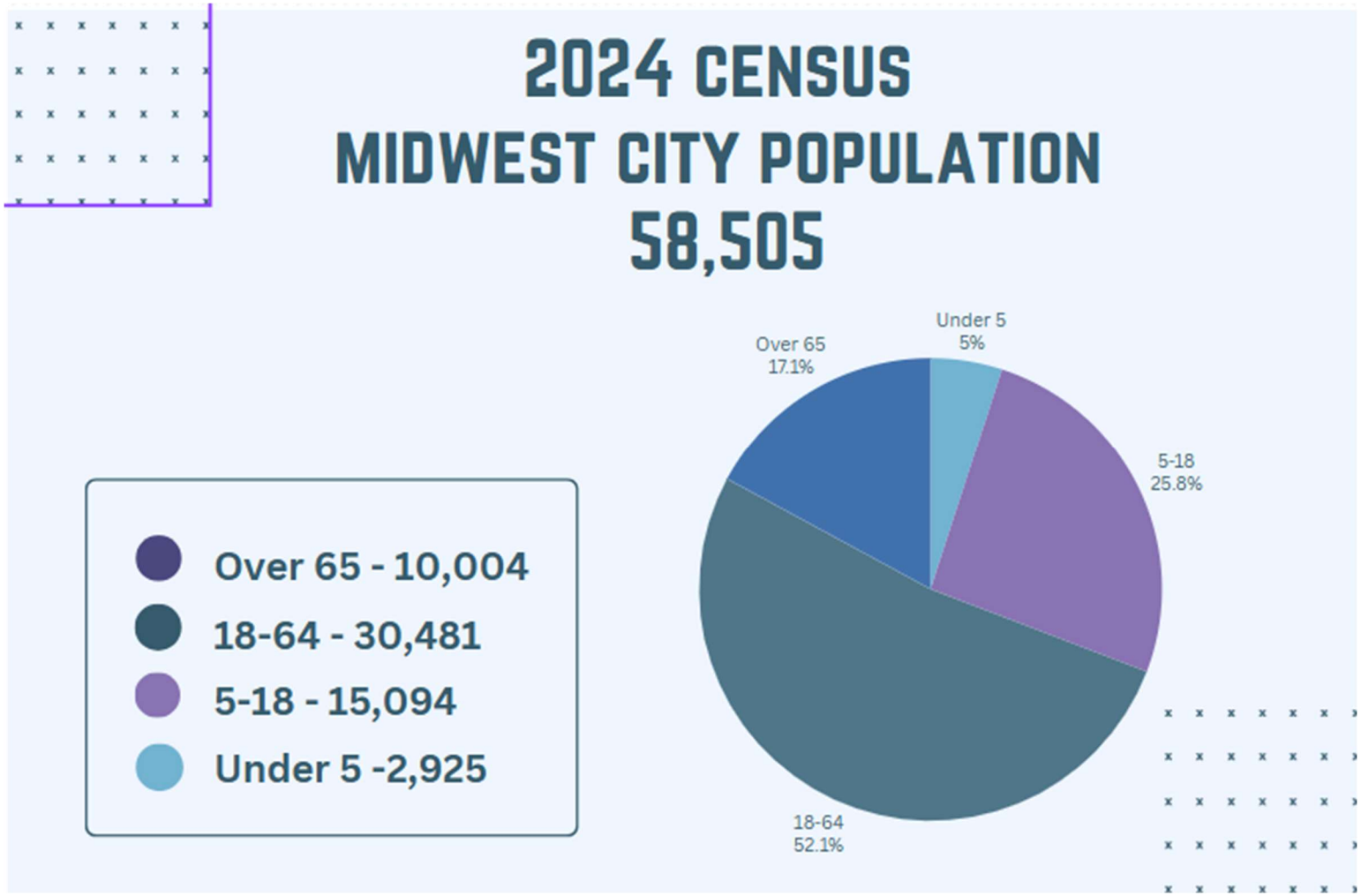
- **Communications**
- Infrastructure
  - Wireless
  - Cable Systems and Wireline
  - Broadcast (TV and Radio)
  - Satellite
  - Data Centers/Internet
- Responder Communications
  - LMR Networks
- Alerts, Warnings, and Messages
  - Local Alert/Warning Ability
  - Access to IPAWS (WEA, EAS, NWR)

- Finance
  - Banking Services
  - Electronic Payment Processing
- 911 and Dispatch
  - Public Safety Answering Points
  - Dispatch

- **Hazardous Materials**
- Facilities
  - Oil/HAZMAT Facilities (e.g. chemical, nuclear)
  - Oil/HAZMAT/Toxic Incidents from Facilities
  - HAZMAT, Pollutants, Contaminants
  - Oil/HAZMAT/Toxic Incidents from
  - Non-fixed Facilities
  - Radiological or Nuclear Incidents

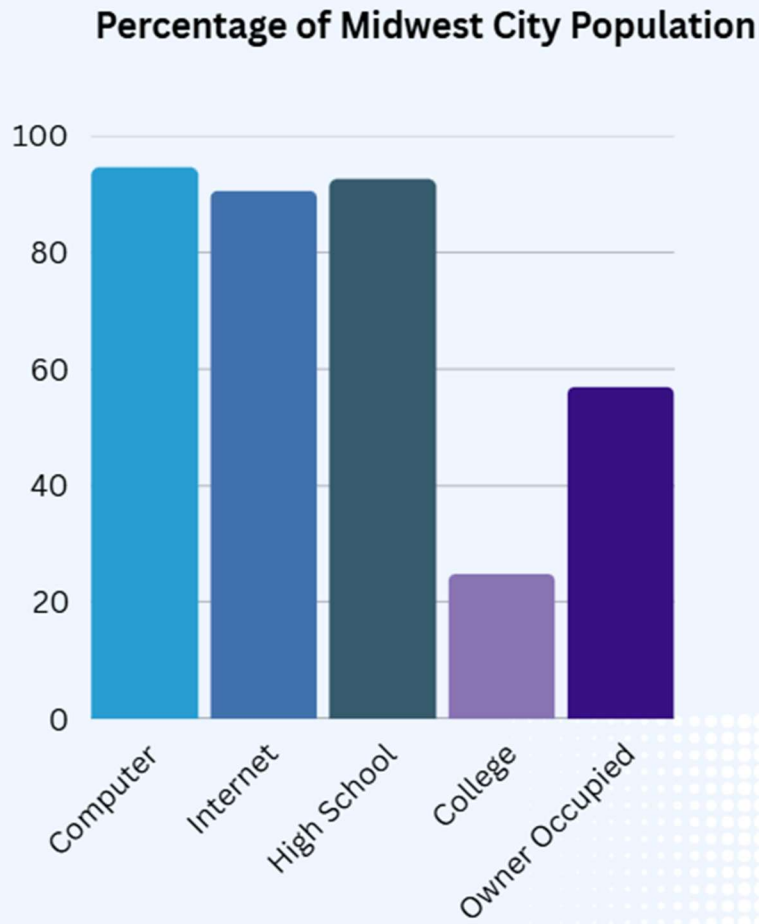
- **Transportation**
  - Highway/Roadway/Motor Vehicle
    - Roads
    - Bridges
  - Mass Transit
    - Bus
    - Rail
    - Ferry
  - Railway
    - Freight
    - Passenger
  - Aviation
    - Commercial (e.g., cargo/passenger)
    - General
    - Military
  - Maritime
    - Waterways
    - Port and Port Facilities

APPENDIX 7: COMMUNITY RISK INDEX



FACTORS THAT MAY DECREASE VULNERABILITY

- Have a computer-53,430
- Have Internet Subscription -50,185
- High School Graduate - 53,777
- Bachelor's Degree or Higher-14,603
- Owner Occupied Housing - 13,627



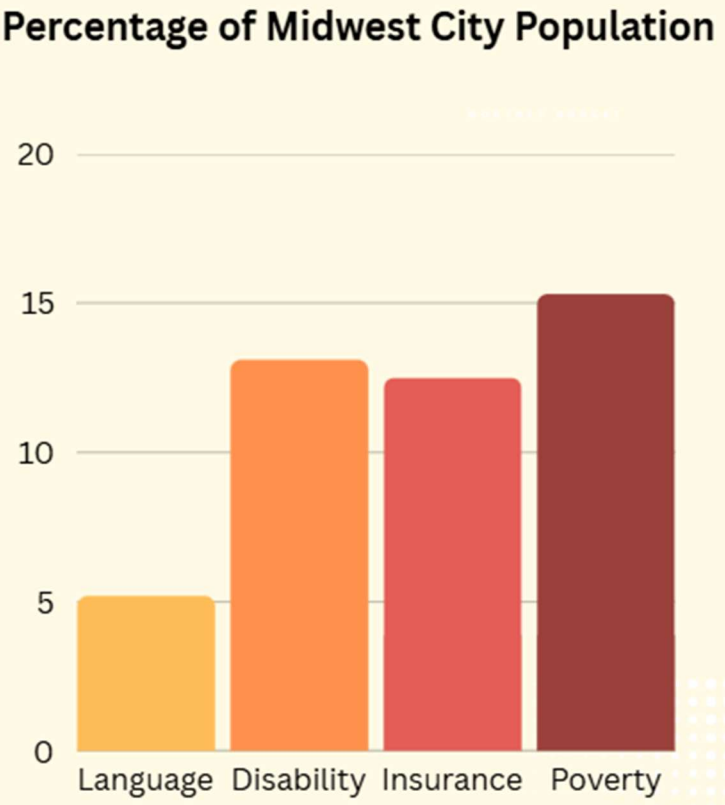
FACTORS THAT MAY INCREASE VULNERABILITY

English Not Spoken at Home - 2,840

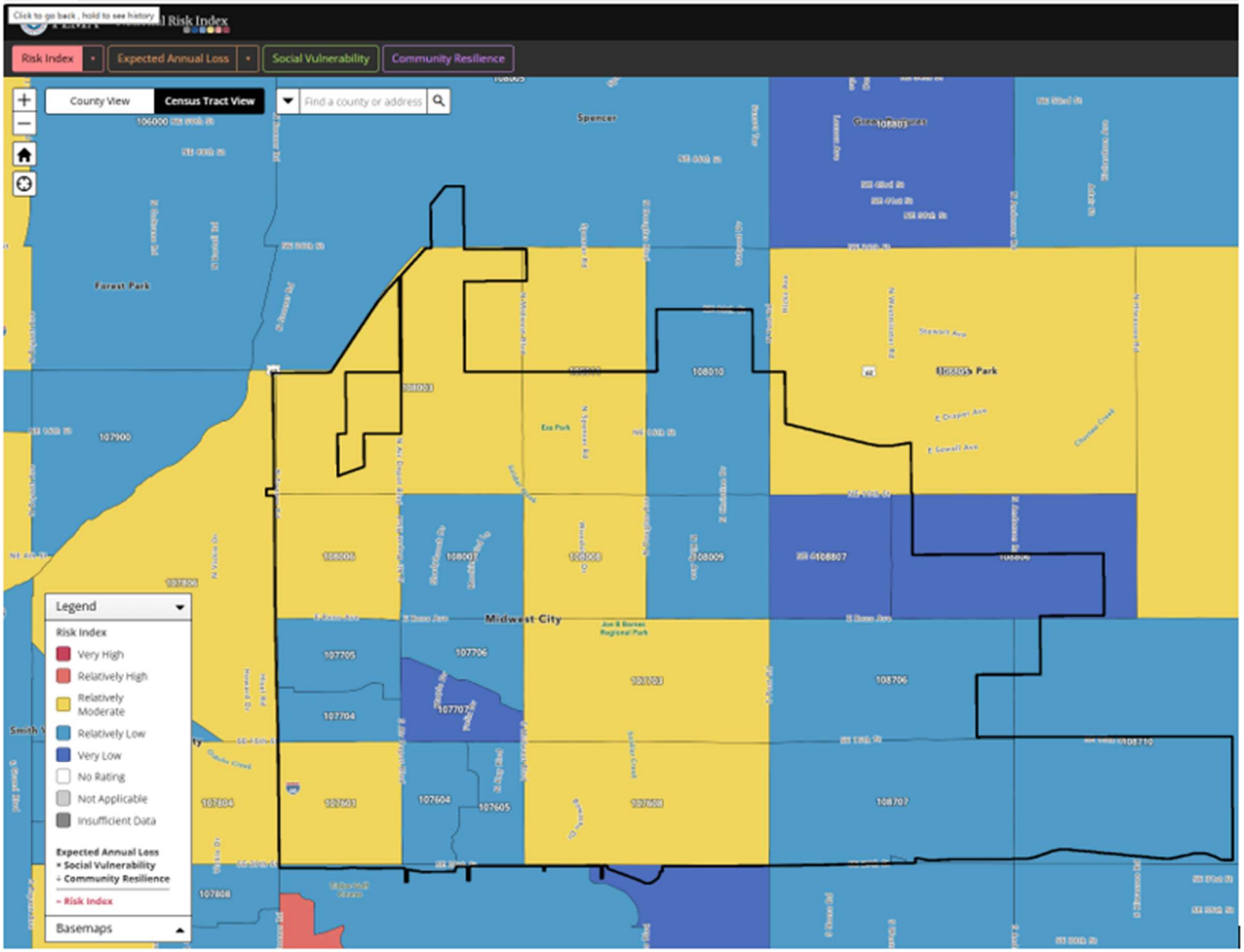
Under 65 With a Disability -7,664

No Health Insurance -7,313

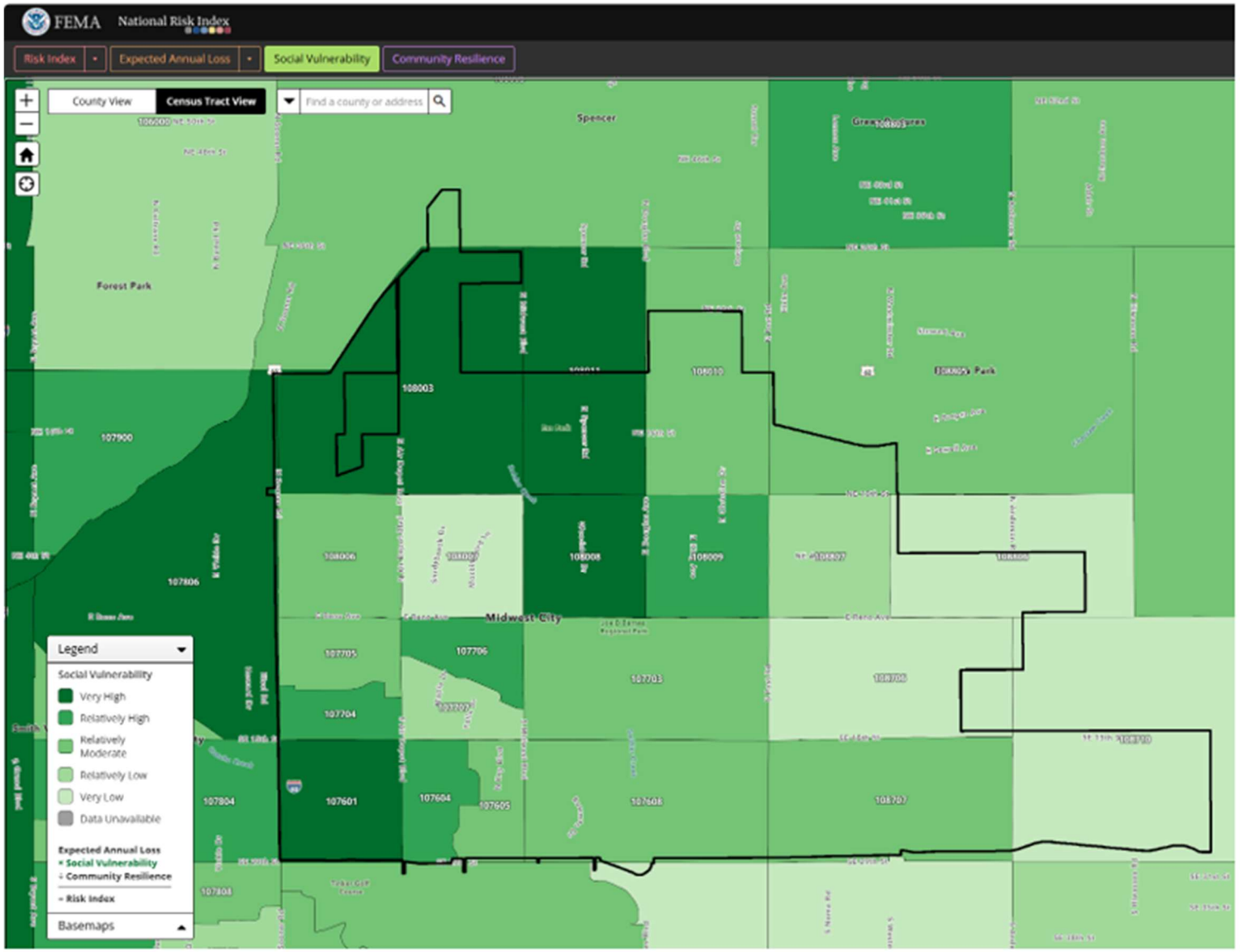
Below Poverty Level-8,951



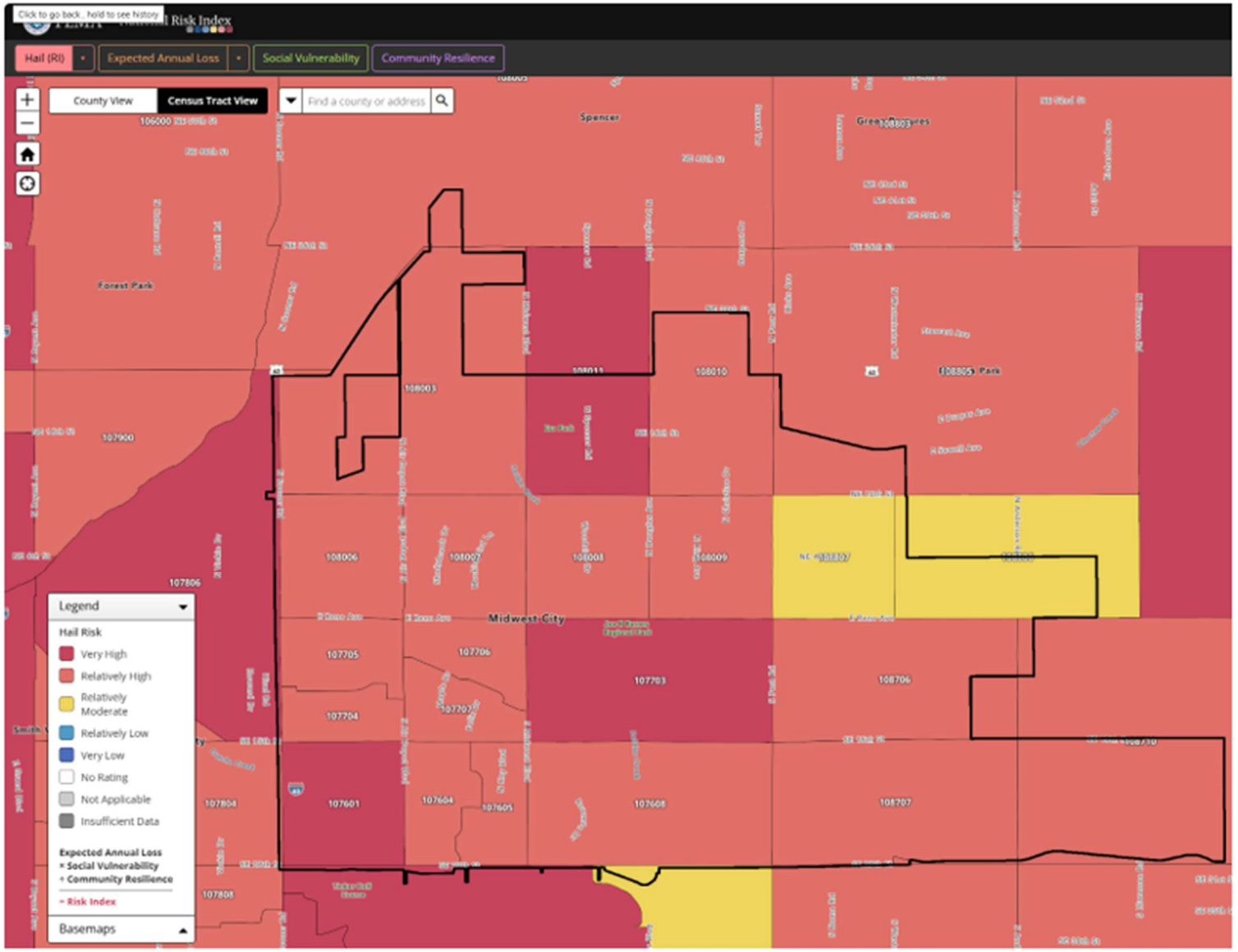
NATIONAL RISK INDEX: ALL HAZARDS-UPDATED MARCH 2023



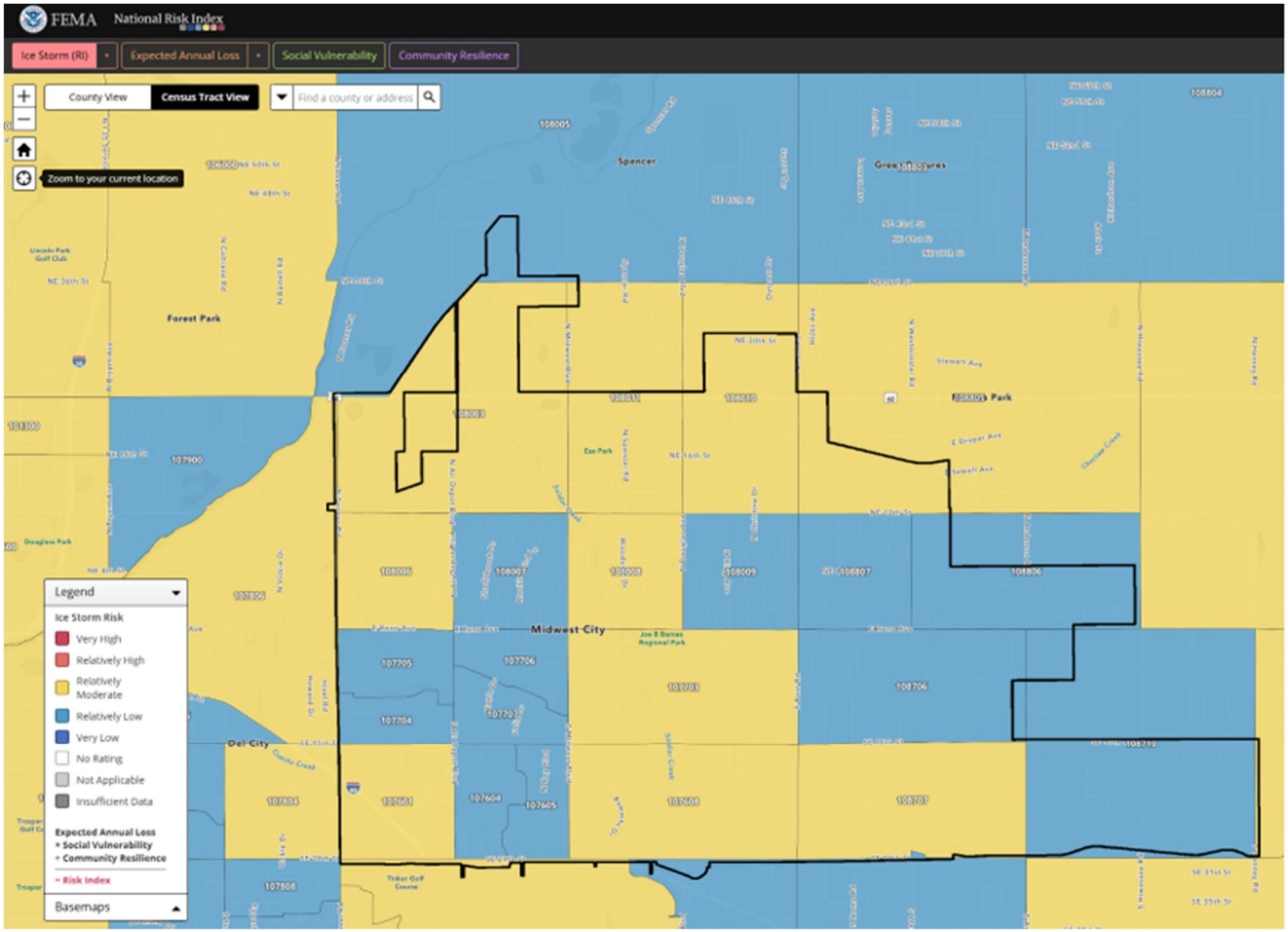
NATIONAL RISK INDEX: SOCIAL VULNERABILITY- UPDATED MARCH 2023



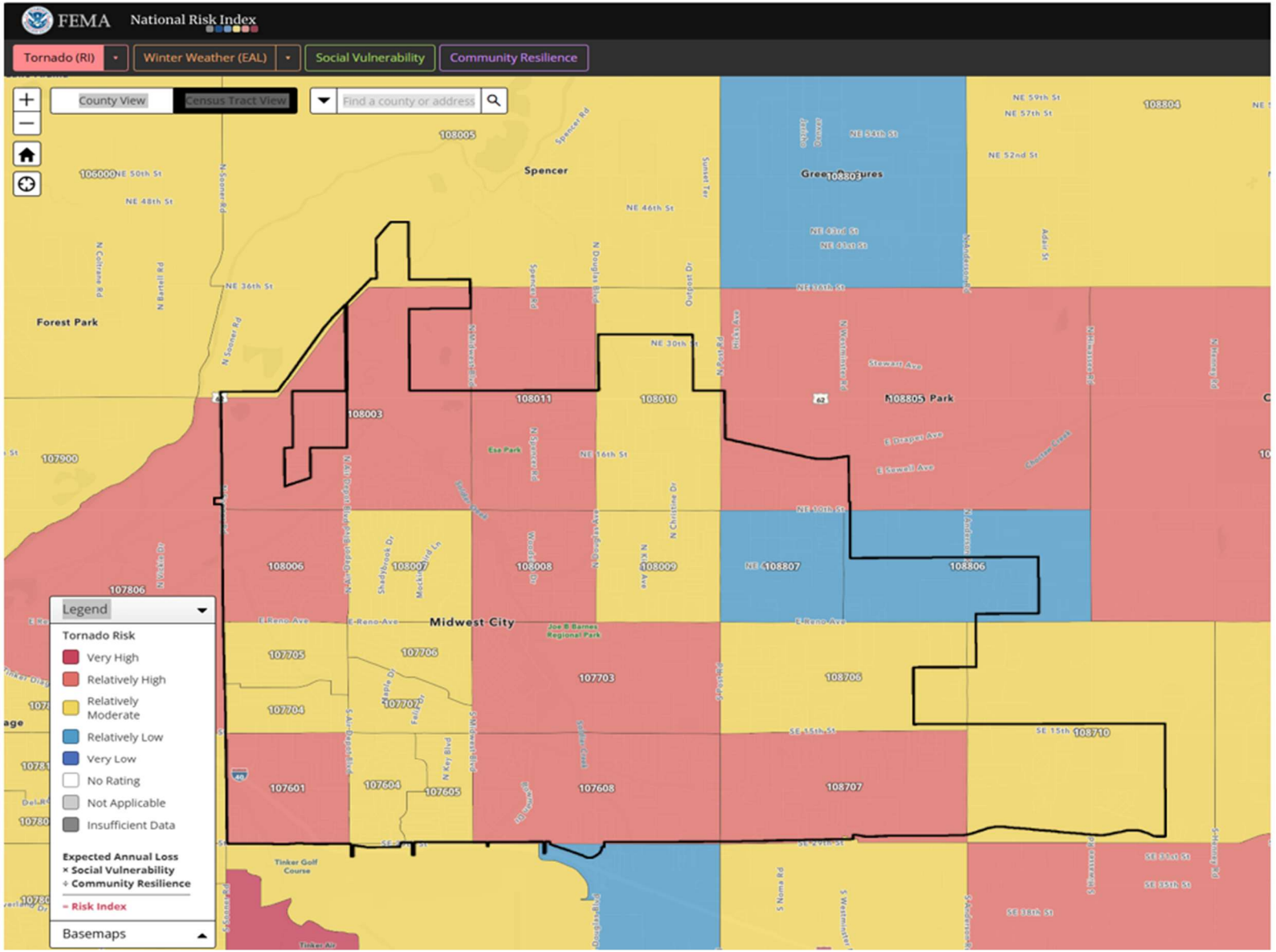
NATIONAL RISK INDEX: HAIL- UPDATED MARCH 2023



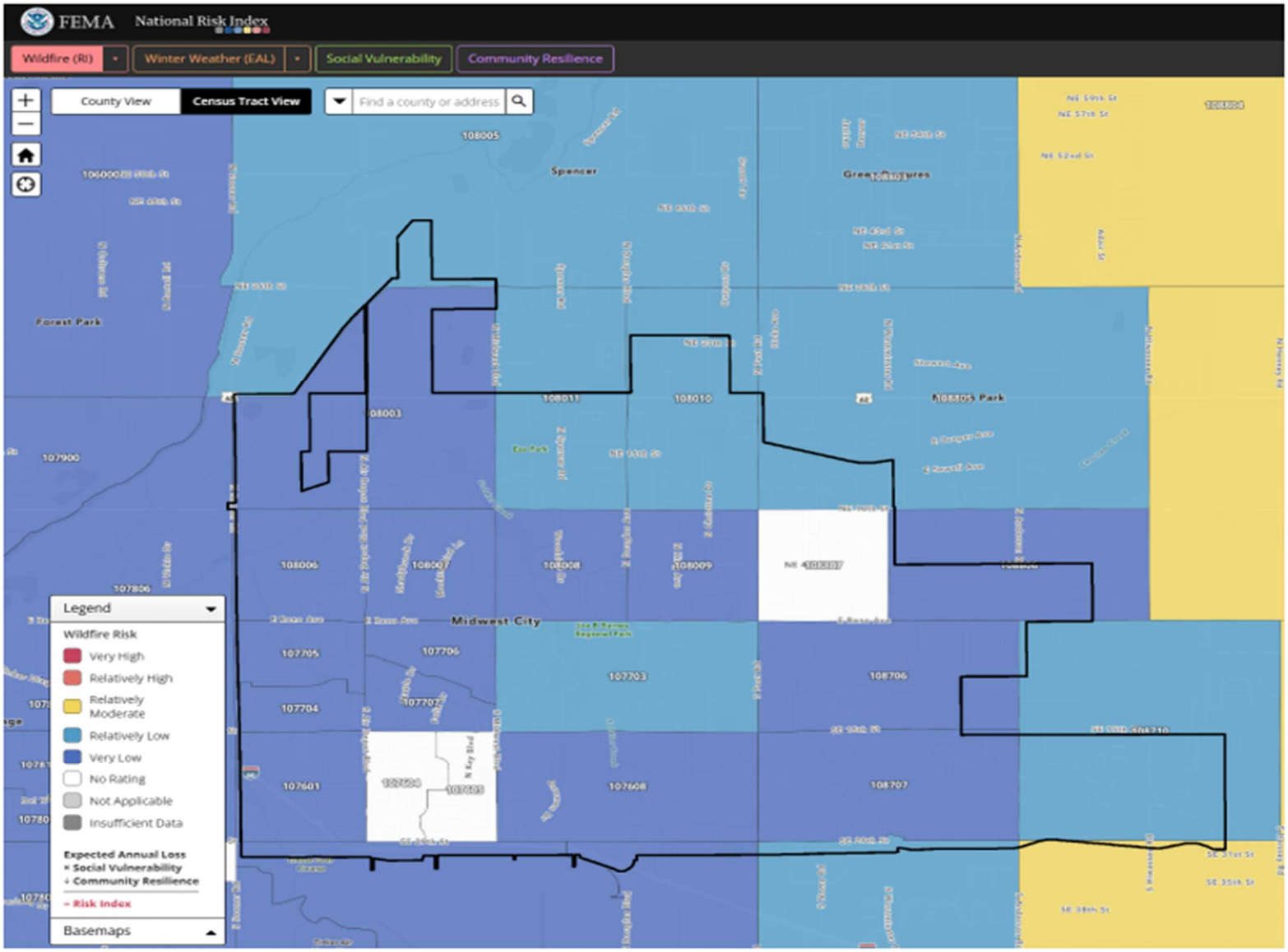
NATIONAL RISK INDEX: ICE STORM- UPDATED MARCH 2023



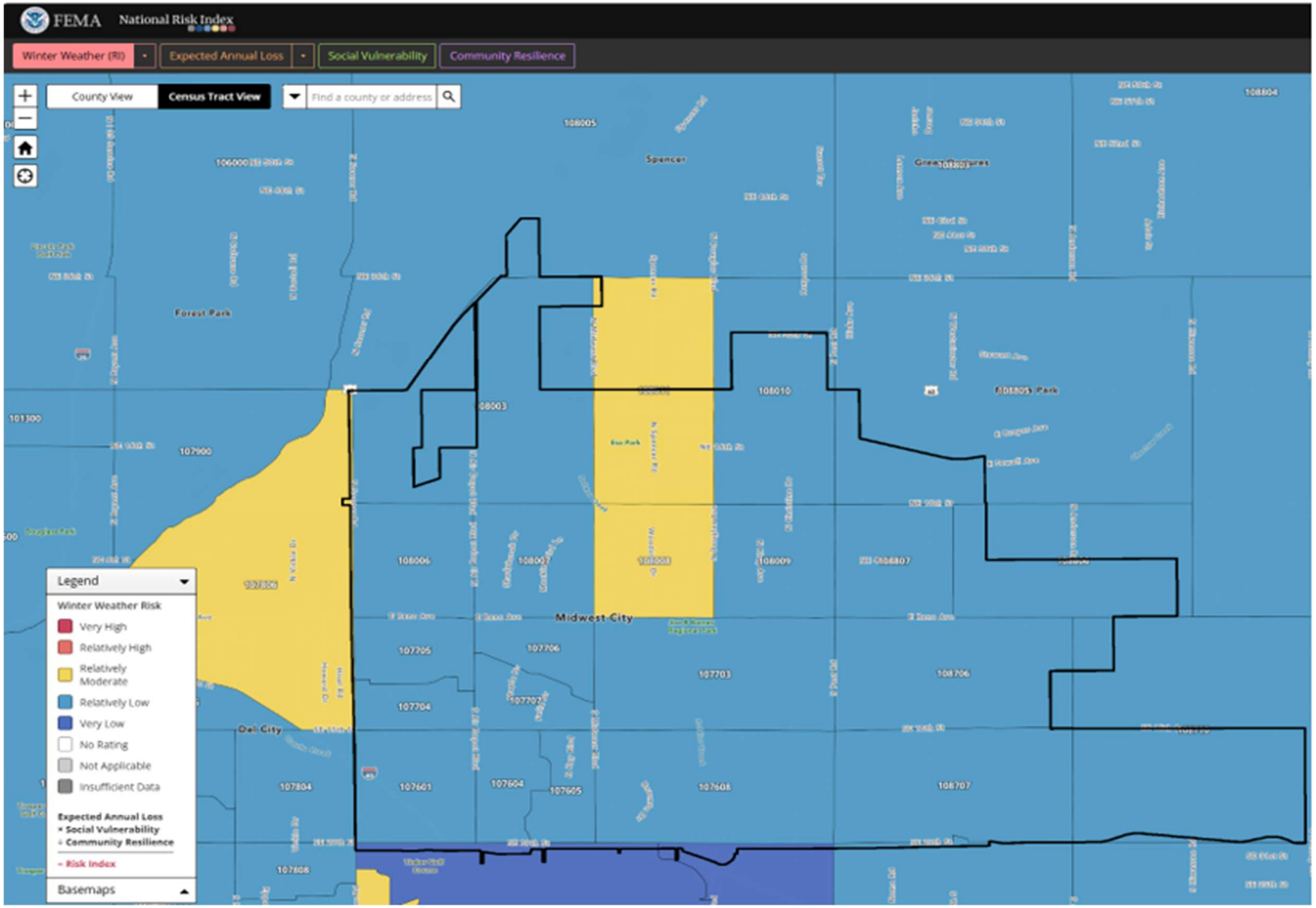
NATIONAL RISK INDEX: TORNADO- UPDATED MARCH 2023



NATIONAL RISK INDEX: WILDFIRE- UPDATED MARCH 2023

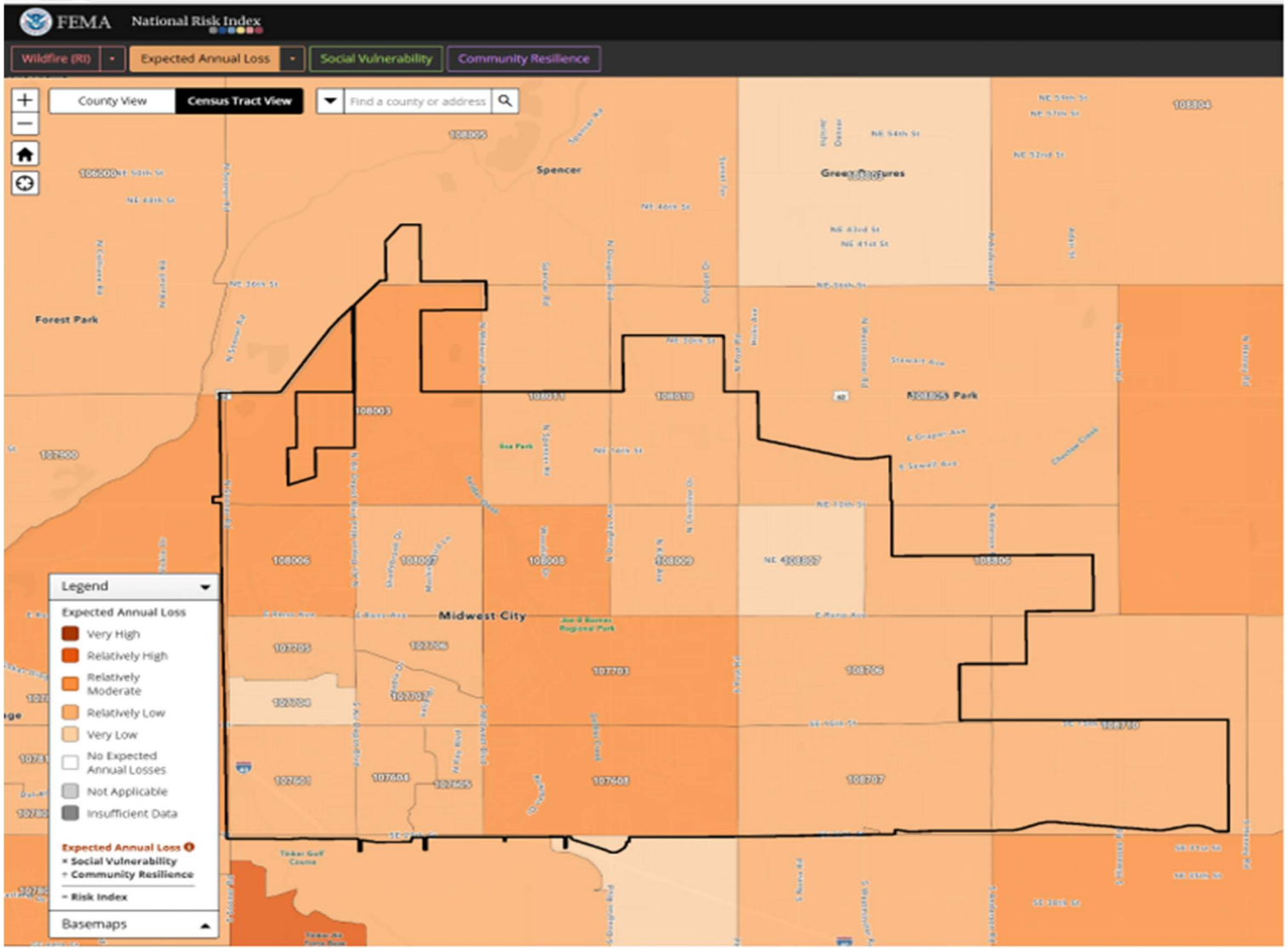


NATIONAL RISK INDEX: WINTER WEATHER- UPDATED MARCH 2023

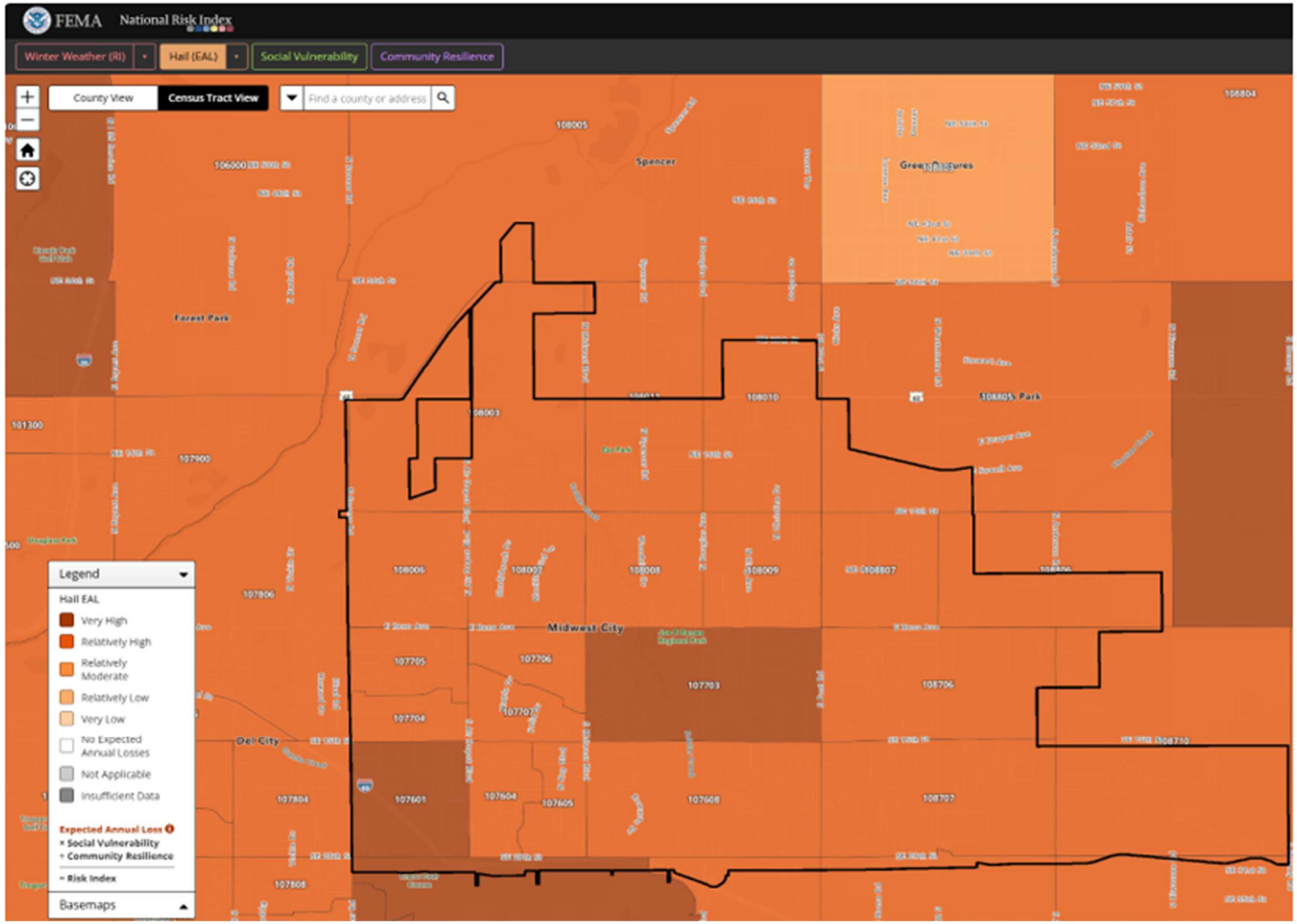


FEMA NATIONAL RISK INDEX: EXPECTED ANNUAL LOSS COMPOSITE- UPDATED MARCH 2023

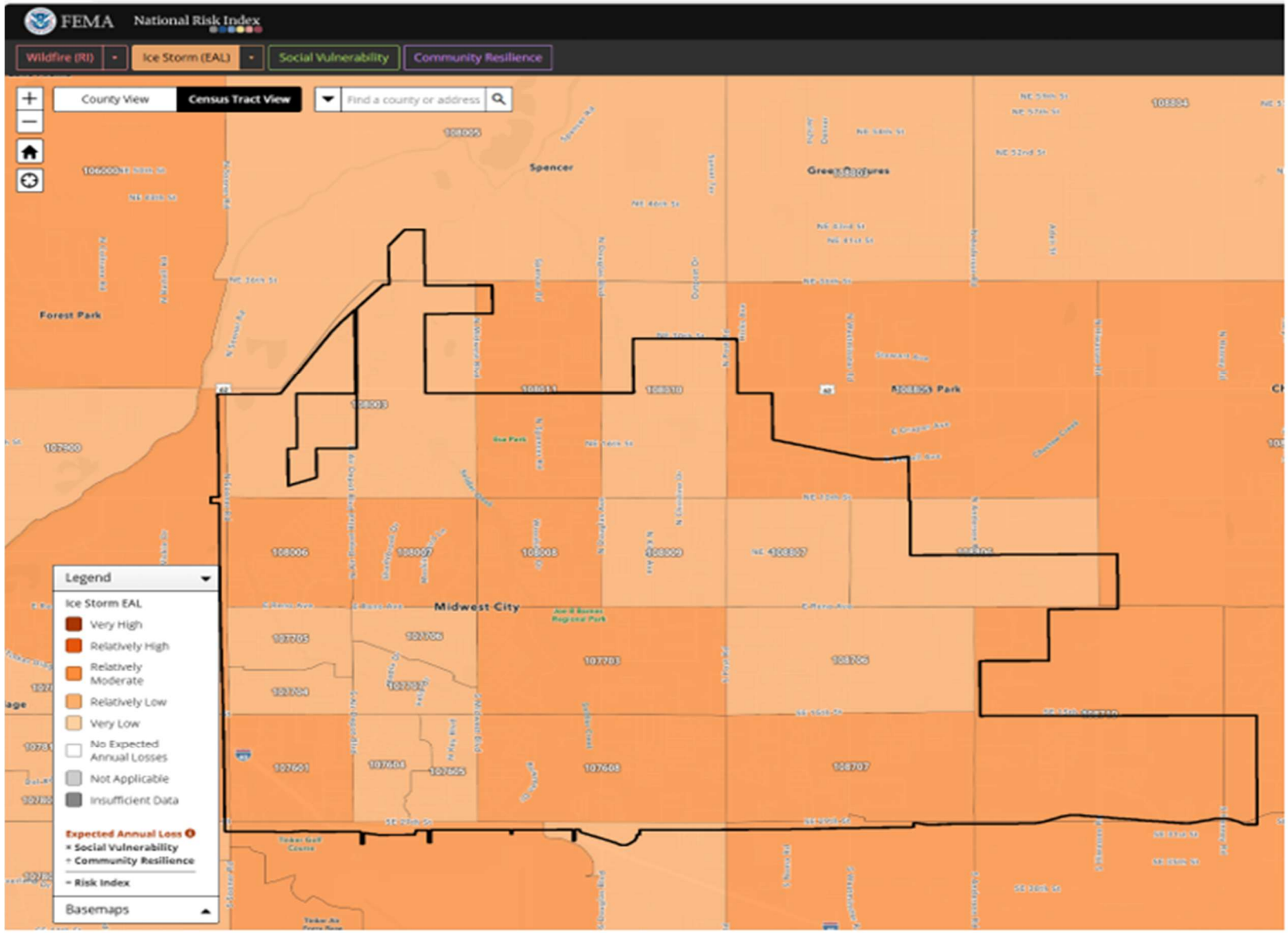
Expected Annual Loss refers to the expected loss each year due to natural hazards.



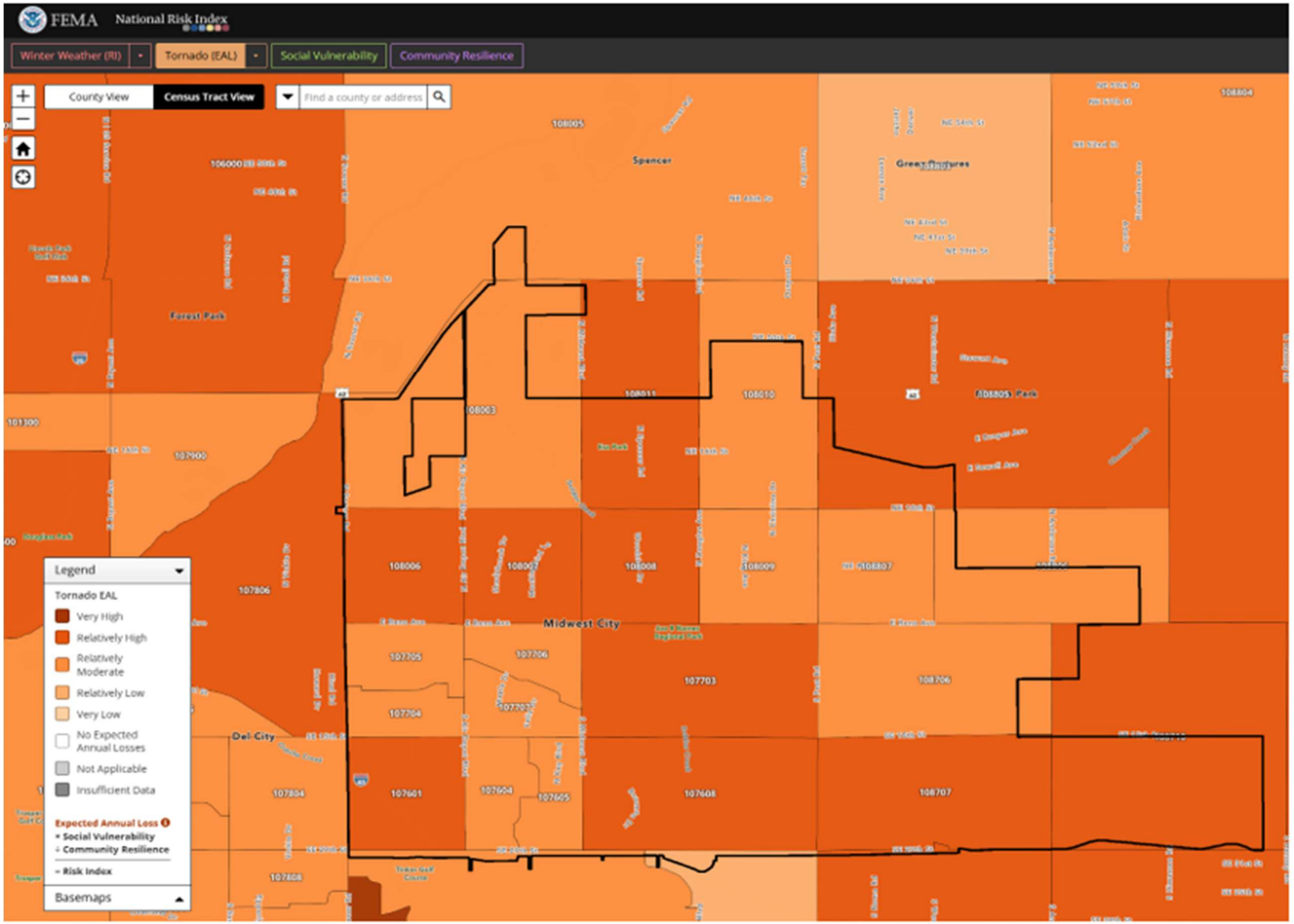
FEMA NATIONAL RISK INDEX: EXPECTED ANNUAL LOSS: HAIL- UPDATED MARCH 2023



FEMA NATIONAL RISK INDEX: EXPECTED ANNUAL LOSS: ICE STORM- UPDATED MARCH 2023



FEMA NATIONAL RISK INDEX: EXPECTED ANNUAL LOSS: TORNADO- UPDATED MARCH 2023



APPENDIX 8: FEMA RESILIENCY AND PLANNING TOOL

The following images were taken from the FEMA Resilience Analysis and Planning Tool, or RAPT. RAPT is a GIS tool with over 100 pre-loaded data layers that supports emergency management decisions for outreach, planning, mitigation, response, and recovery.

The FEMA Resiliency Index is a composite of 22 indicators including social, economic, and infrastructure.

The three main indicators that drive Oklahoma County's resilience rating are (with Midwest City's composite ratings):

1. Income inequality 0.49
2. Percentage of the population without health insurance 13.88
3. Percentage of the population with limited English proficiency 3.36

1. Percent Without Religious Affiliation 25.81 down from 27.5.
2. Number of Hospitals per 10,000 people: 0.25, up from 0.19
3. Social/Civic Organizations per 10,000 people 0.59, down from 0.61
4. Percent Inactive Voters: 12.08, up from 10.25

County-wide indicators:
RAPT Data Analysis
RAPT Indicators are divided into different categories. Listed below are the census tracts that scored most vulnerable in each.
Refer to the map on p.67 for tract numbers.

Highest Composite Resilience Challenge Rating - 20 Next highest – 3

POPULATION CHARACTERISTICS

Population without a High School Diploma - 4
Population 65 and older – 1,18
Population with a Disability – 20

HOUSEHOLD CHARACTERISTICS

Households without a Vehicle - 18
Households with Limited English – 4
Single-Parent Households – 3, 20
Households without a Smartphone - 21

HOUSING

Mobile Homes as a Percentage of Housing - 5
Owner-Occupied Housing - 18

ECONOMIC

Population below Poverty Level – 3, 18
Median Household Income -0
Unemployed Labor Force – 1,16,20
Income Inequality - 8
Workforce in Predominant Sector – 6, 15

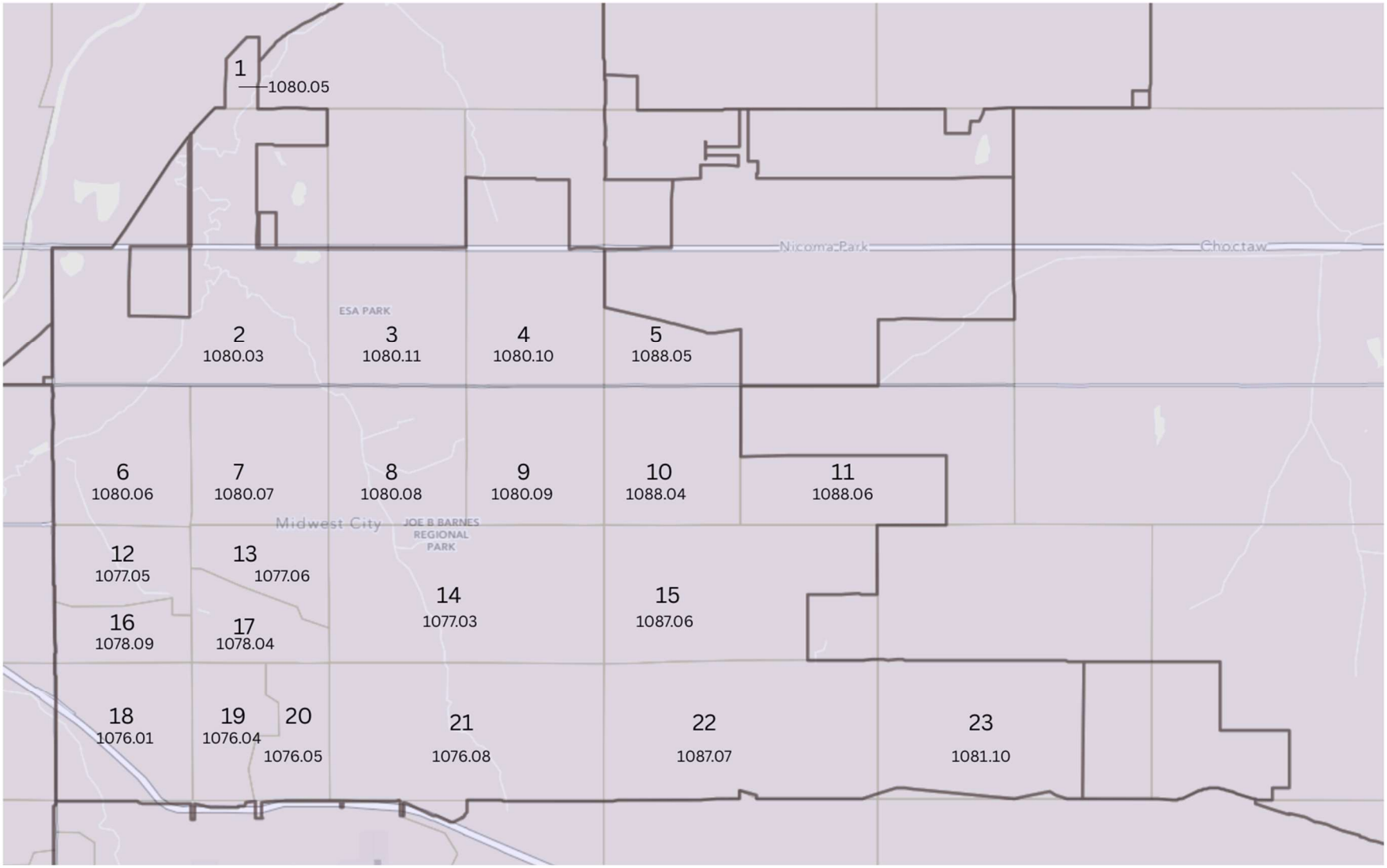
COMMUNITY RESILIENCE INDICATORS

Census Tract #	Tract on map	Population	% 65+	% Disability	% with no HS Diploma	% Unemployed	% No Health Insurance	% With Limited English	Median Income	% Mobile Homes	% Owner-Occupied Housing	% Households without a Vehicle	% Single Parent	Income Inequality (Gini Index)	# Health Practitioners per 1,000 people	% Unemployed Women	% Employed in Predominant Sector	% Below Poverty Level	% Without Smartphone	FEMA Resilience Challenge Percentile
National	N/A	331,893,745	16.8	13	10.7	6.3	8.6	8.3	$85,806	5.6	65.4	8	25.3	0.48	N/A	5.5	23.5	12.8	10	N/A
1080.05	1	2672	29.75	18.45	2.21	11.73	6.01	1.64	$73,625.00	4.01	66.91	16.06	16.63	0.34	26	15.27	24.7	6.58	12.35	45
1080.03	2	3690	6.69	13.32	5.79	8.87	13.72	0	$43,932.00	6.23	15.18	15.5	71.09	0.35	13	8.24	23.87	21.84	9.87	62
1080.11	3	3641	12.3	21.03	12.15	13.08	12.85	2.1	$45,500.00	0.84	40.56	12.8	48.57	0.47	0.25	13.58	20.33	27.79	8.59	76
1080.10	4	2758	20.67	22.03	19.24	5.11	19.33	5.09	$39,547.00	8.03	34.81	5.91	36.07	0.4	16	8.33	22.24	23.53	11.18	73
1088.05	5	3872	14.51	17.25	13.93	3.53	11.85	1.74	$59,891.00	15.14	63.17	2.37	27.19	0.44	13	2.35	22.99	18.33	8.44	43
1080.06	6	4835	18.1	8.98	10.08	6.91	9	0.34	$77,731.00	0	48.79	2.52	40.16	0.37	5	7.28	33.68	11.88	8.06	39
1080.07	7	3148	15.03	12.68	4.13	7.48	14.98	0	$60,806.00	0	60.47	4.05	28.01	0.42	3	14.13	19.75	15.86	10.87	44
1080.08	8	3890	16.22	21.54	6.36	6.7	14.2	0	$49,661.00	0.46	39.77	4.99	59.32	0.58	20	3.42	21.34	21.99	18.52	68
1080.09	9	3300	16.15	23.27	4.52	7.89	8.48	0	$55,716.00	1.8	61.64	0.79	45.08	0.3	25	0	25.85	4.94	11.7	28
1088.07	10	1328	15.74	19.41	6.78	10.79	3.85	0	$96,875.00	2.9	76.77	0	13.65	0.37	52	10.33	23.17	4.61	5.48	13
1088.06	11	1505	22.46	10.83	1.42	3.54	3.46	0	$121,321.00	1.91	93.57	0	9.05	0.36	39	5.8	25.95	4.52	1.94	3
1077.05	12	2364	16.1	22.61	7.99	3.26	10.96	0	$50,543.00	0.28	56.03	5.86	20.94	0.36	0	3.02	27.81	17.6	6.84	39
1077.06	13	2777	16.78	21.68	12.7	5.83	10.26	0	$48,690.00	2.5	53.59	6.72	38.31	0.47	3	8.97	27.71	14.79	10.2	61
1077.03	14	3566	21.65	16.33	6.02	3.66	6.7	0	$74,792.00	0.69	59.57	5.53	13.17	0.49	9	7.1	22.54	7.07	11.53	34
1087.06	15	2739	21.61	15.24	7.42	2.79	6.31	0	$81,667.00	2.1	75.98	0	20.49	0.36	30	3	30.97	8.07	6.07	15
1077.04	16	1542	21.08	17.88	5.27	13.18	11.92	0.81	$52,083.00	0.43	56.63	0.97	71.5	0.5	10	12.5	25.74	32.9	31.83	83
1077.07	17	1296	8.18	9.04	3.87	7.97	6.94	0	$63,163.00	2.46	57.22	0.95	47.81	0.33	5	8.05	23.1	19.83	8.35	29
1076.01	18	2038	26.85	30.67	16.87	6.35	8.93	1.54	$29,735.00	0	16.8	14.83	24.94	0.38	0	10.2	19.61	34.47	10.74	81
1076.04	19	2213	15.44	20.33	7.88	9.97	16.22	0.91	$48,382.00	0	48.26	4.77	52.42	0.39	0	15.67	23.98	21.6	4.46	65
1076.05	20	1964	9.93	20.25	15.75	11.5	16.82	0	$48,438.00	0	32.81	6.01	77.21	0.48	14	18.22	19.83	22.34	7.21	77
1076.08	21	3797	19.57	13.57	2.18	9.72	12.42	1.1	$61,328.00	7.09	73.53	2.07	32.47	0.38	18	8.23	22.12	8.16	20.33	41
1087.07	22	4442	19.05	16.59	3.1	3.06	6.84	0	$90,654.00	2.37	76.05	2.14	19.74	0.35	15	2.83	23.55	8.58	9.23	14
1087.10	23	4507	17.71	10.77	2.44	1.19	5.14	0.44	$100,926.00	6.3	82.14	0.5	28.02	0.39	25	1.15	21.23	5.28	2.62	6
Total and/ % showing increase in vulnerability			14/61%	11/48%	13/57%	14/61%	12/52%	6/26%	0/0%	12/52%	7/30%	10/43%	14/61%	10/43%	9/39%	13/57%	10/43%	15/65%	2/8%	15/65%

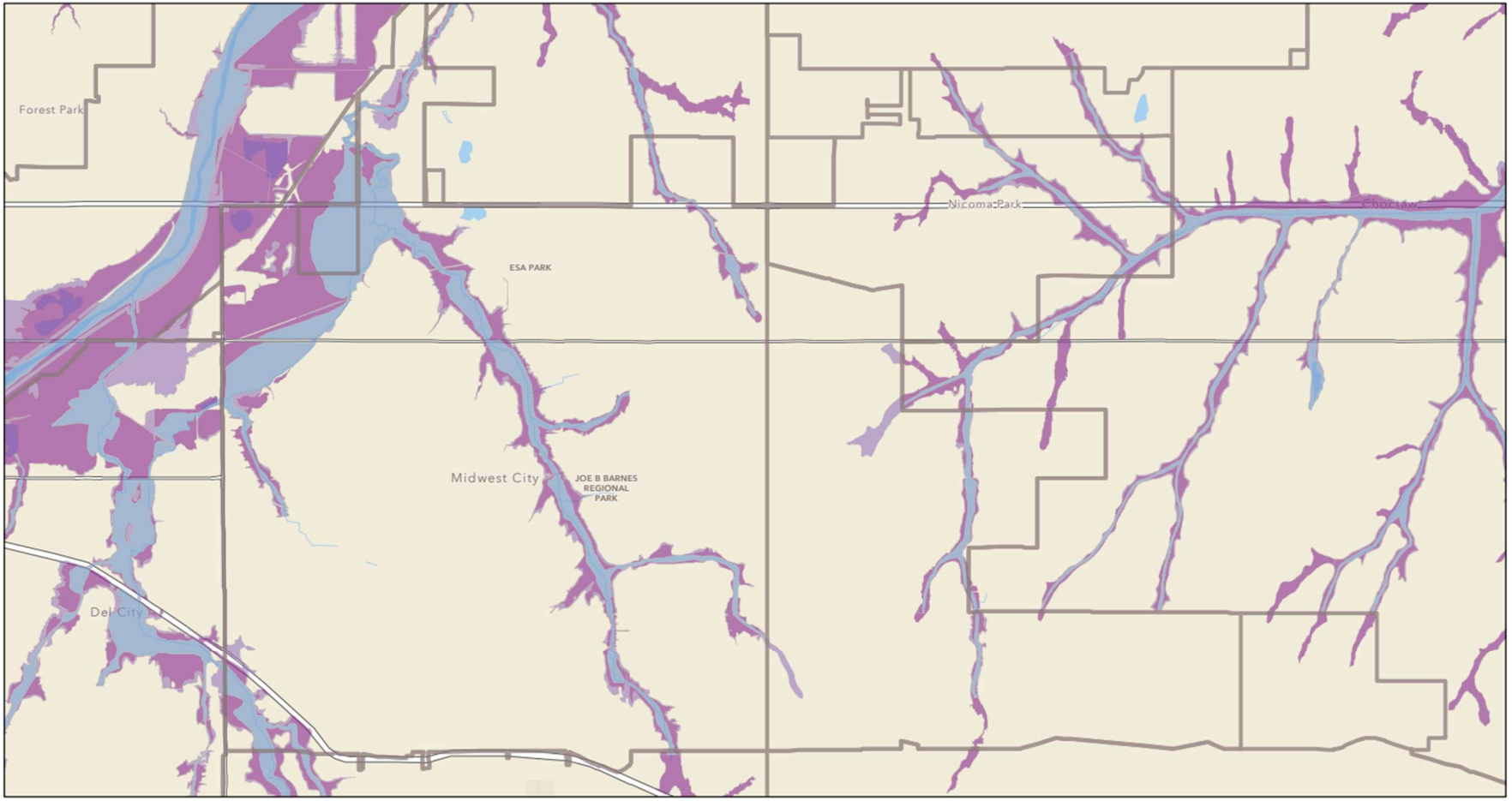
Population: Increase over last year Decrease over last year

Indicators: May increase vulnerability May Decrease Vulnerability Neutral Change

MAP OF MIDWEST CITY WITH NUMBERED CENSUS TRACTS



Flood Updated March 2025



5/21/2025, 2:32:13 PM

1:54,329

Municipal Boundaries

FEMA - Flood Hazard (zoom to activate)

0.2% Annual Chance Flood Hazard

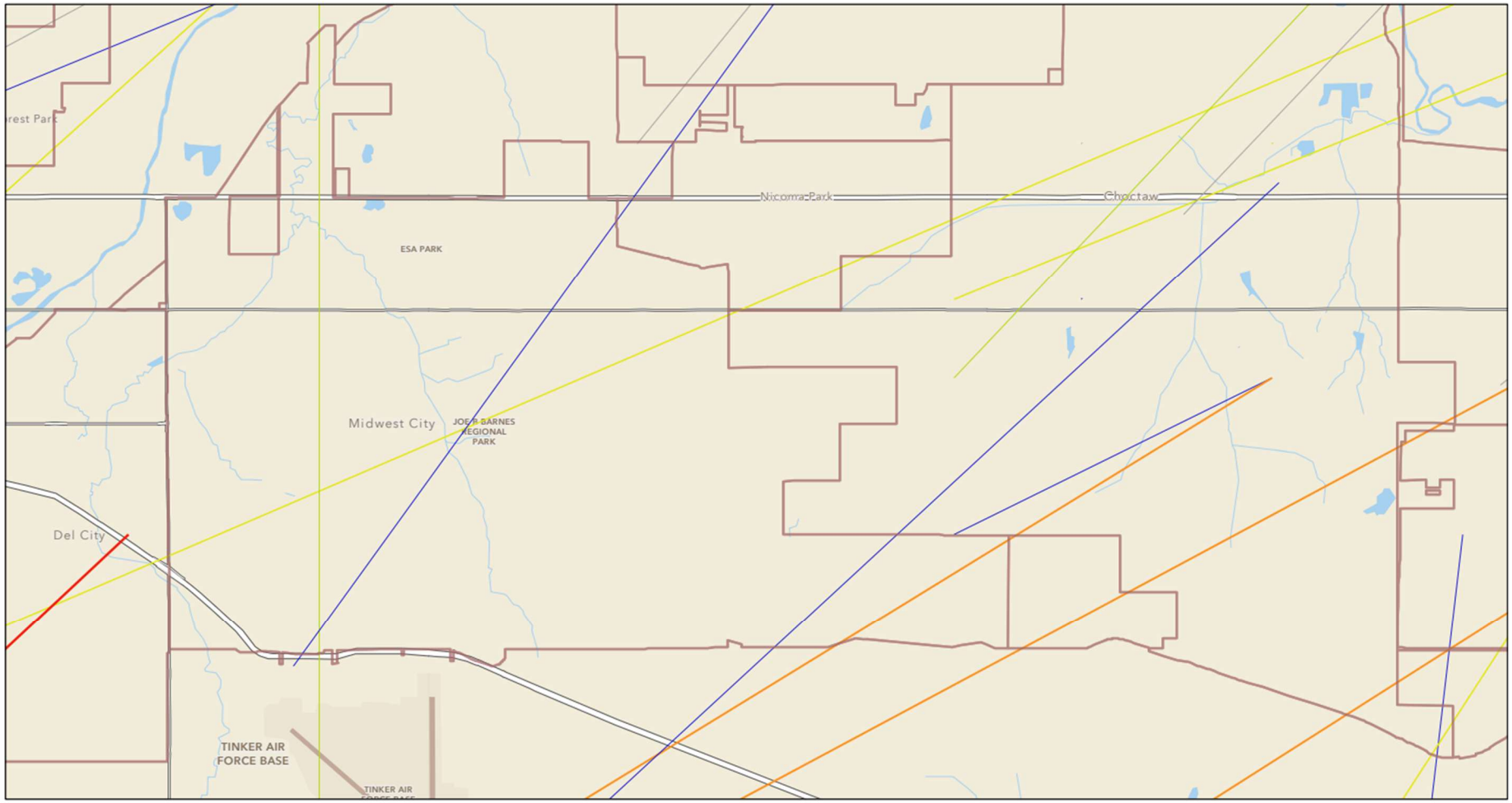
1% Annual Chance Flood Hazard

Regulatory Floodway

0 0.5 1 2 mi

0 0.75 1.5 3 km

Historic Tornado Tracks 1950-2022



6/18/2025, 4:03:46 PM

1:65,784

Municipal Boundaries

NOAA - Historical Tornado Tracks: 1950-2022

EF-5

EF-4

EF-3

EF-2

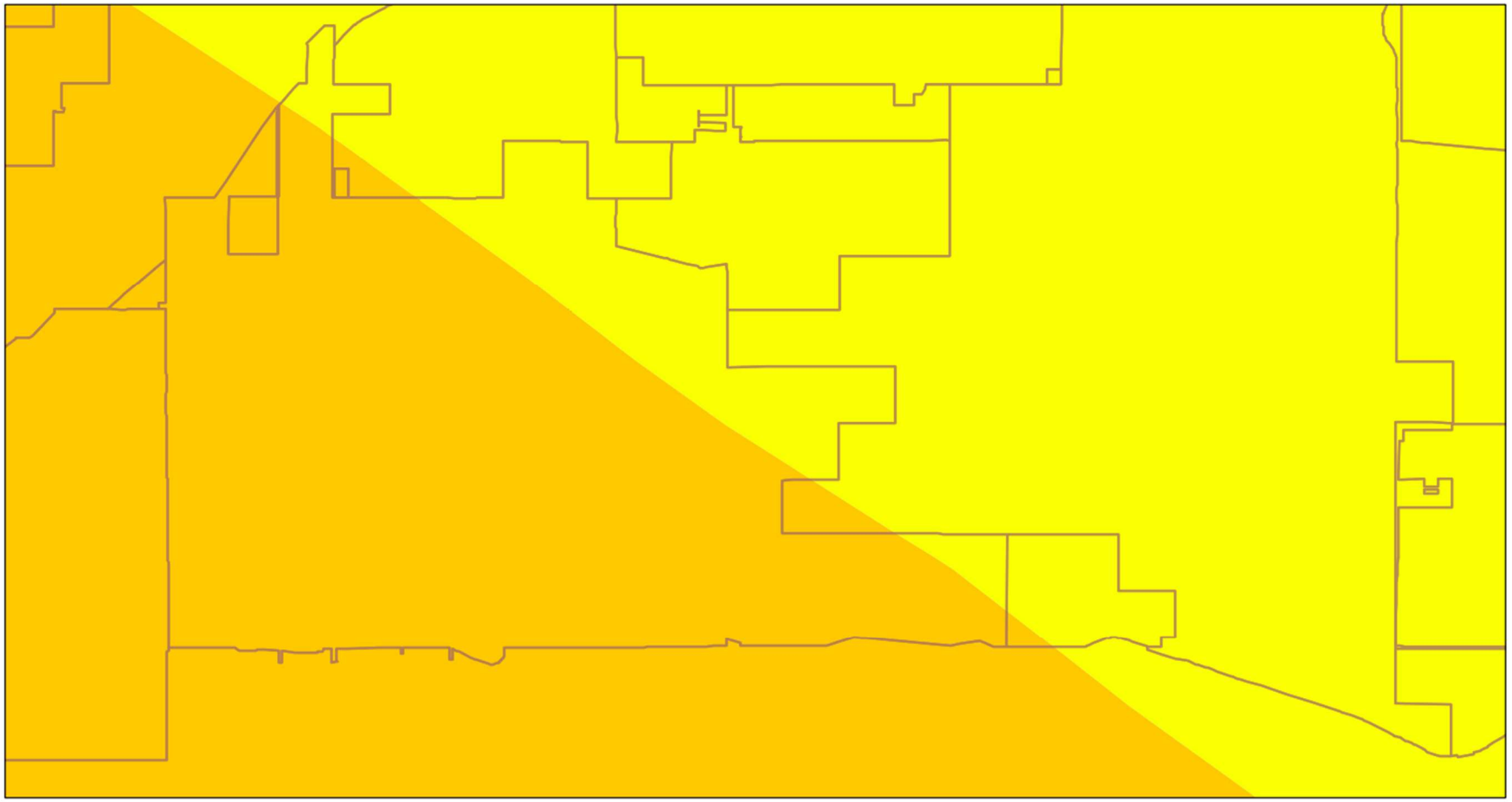
EF-1

EF-0

0 0.5 1 2 mi

0 1 2 4 km

2023 Seismic Hazard



6/18/2025, 4:05:56 PM

1:65,784

Municipal Boundaries

2023 USGS National Seismic Hazard Model

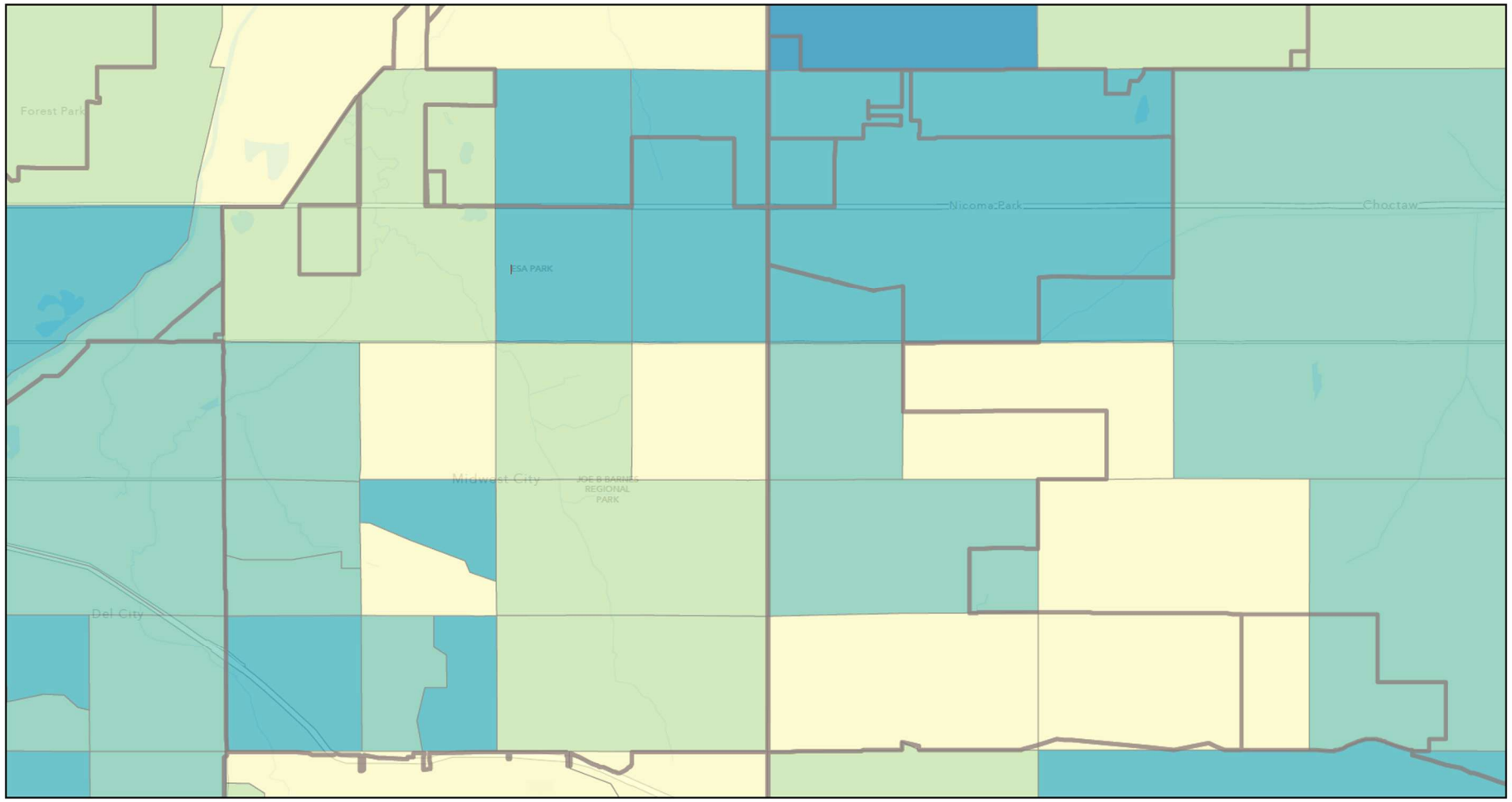
VII

VI

0 0.5 1 2 mi

0 1 2 4 km

Community Resilience Challenges Index - Updated May 2024



5/21/2025, 2:35:57 PM

Municipal Boundaries

Census Tracts - Population without a High School Diploma

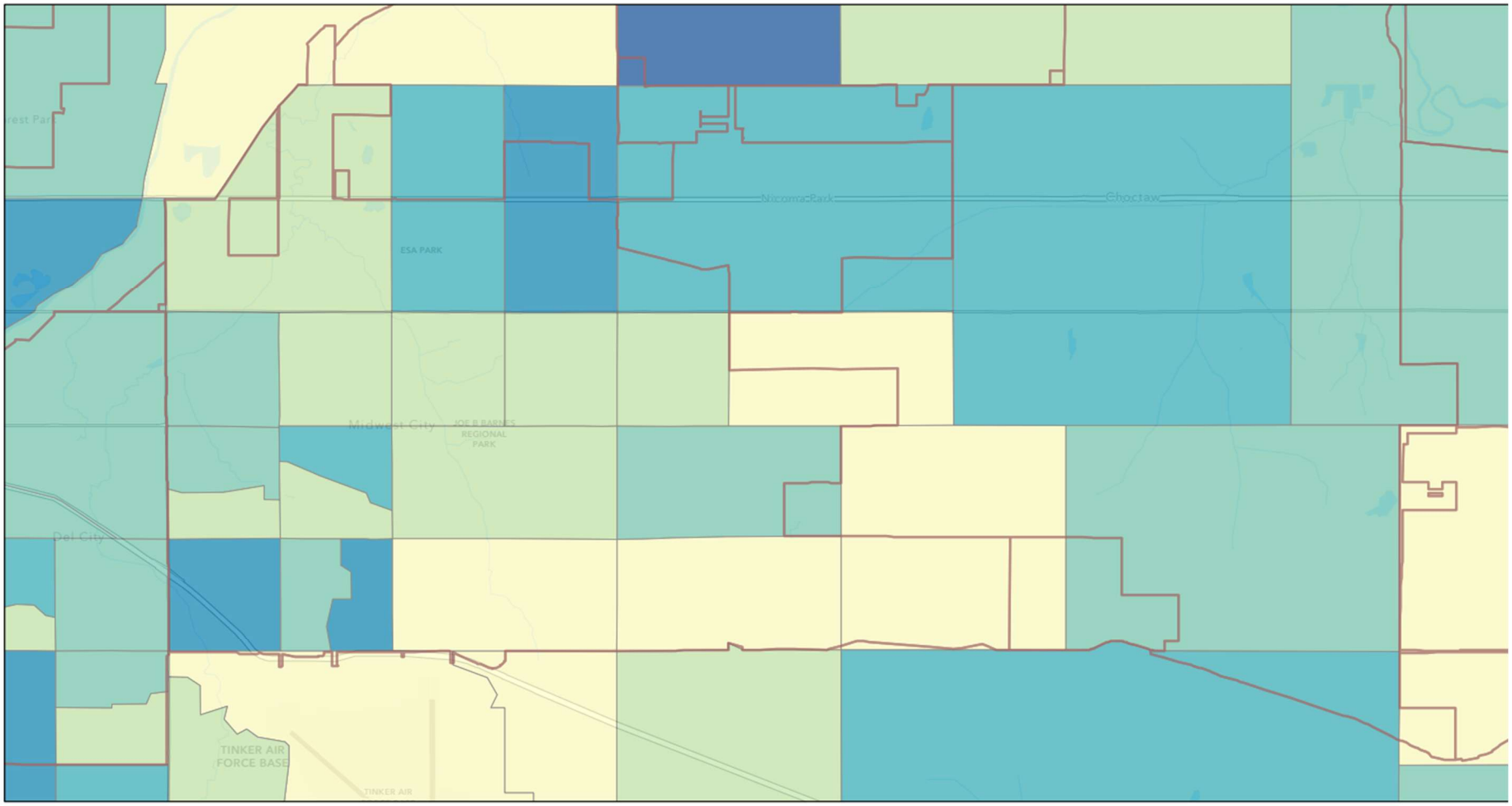
- 16.46 - 23.43%
- 11.27 - 16.45%
- 7.21 - 11.26%
- 3.69 - 7.20%
- 0 - 3.68% (Lower Challenge to Resilience)

1:54,329

0 0.5 1 2 mi

0 0.75 1.5 3 km

Population Without a High School Diploma - Updated May 2024



6/18/2025, 4:10:17 PM

1:65,784

Municipal Boundaries

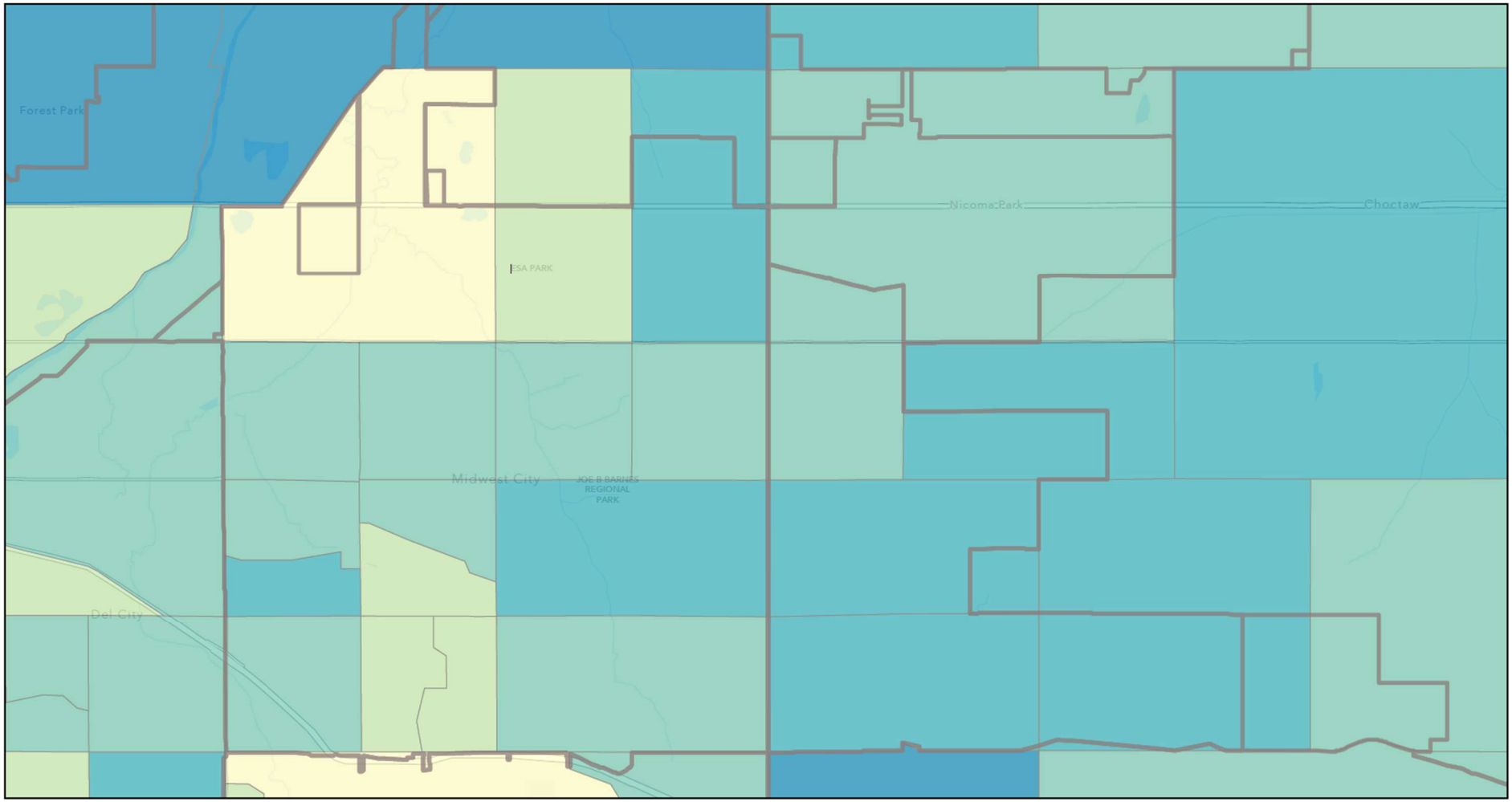
Census Tracts – Population without a High School Diploma

- 22.19 - 32.65%
- 15.57 - 22.18%
- 10.71 - 15.56%
- 6.91 - 10.70%
- 3.56 - 6.90%
- 0 - 3.55% (Lower Challenge to Resilience)

0 0.5 1 2 mi

0 1 2 4 km

Aged 65+ - Updated May 2024



5/21/2025, 2:37:03 PM

Municipal Boundaries

Census Tracts - Population Age 65 and Older

25.25 - 35.44%

19.03 - 25.24%

13.73 - 19.02%

7.95 - 13.72%

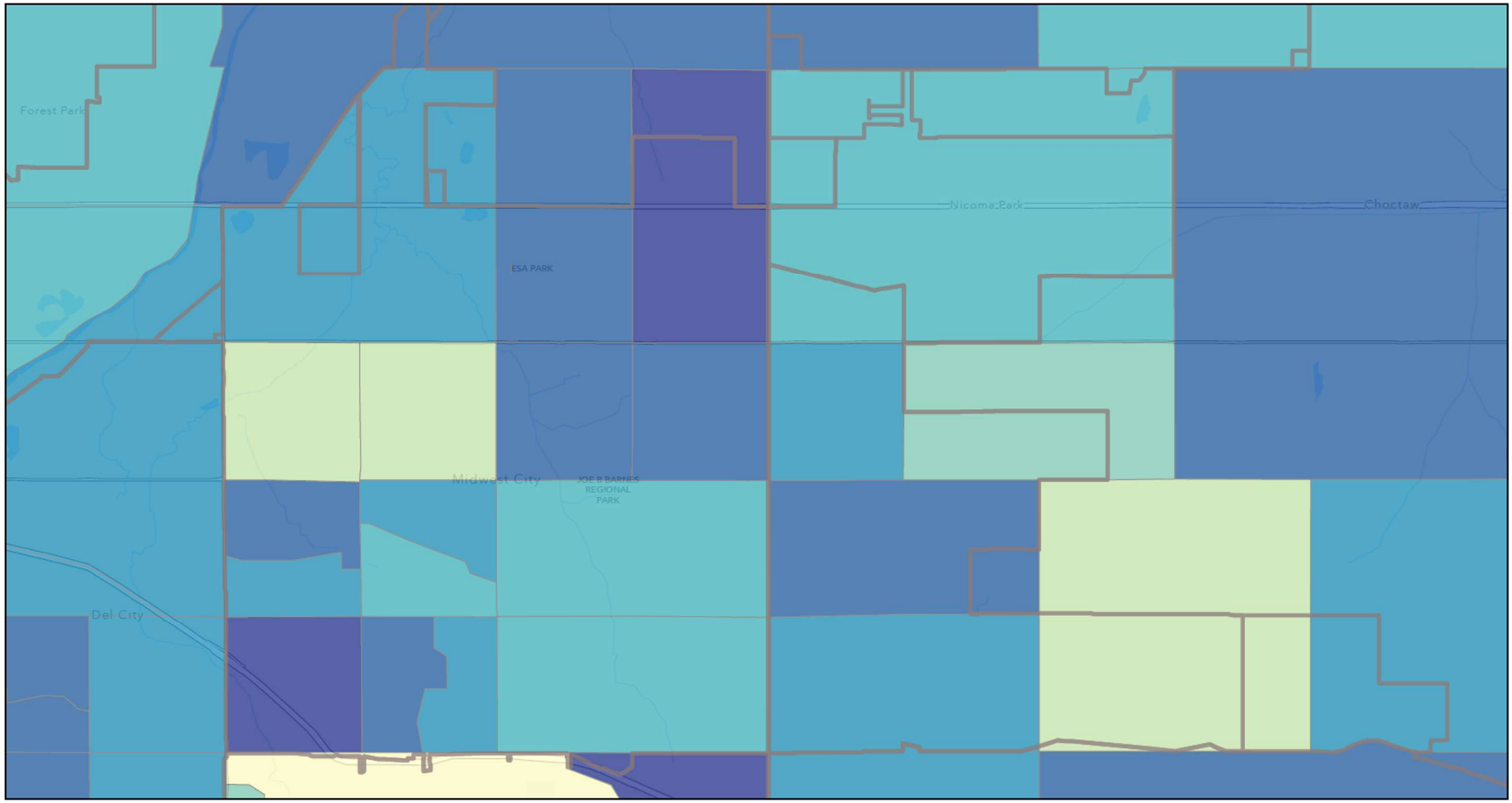
0 - 7.94% (Lower Challenge to Resilience)

1:54,329

0 0.5 1 2 mi

0 0.75 1.5 3 km

With a Disability - Updated May 2024



5/21/2025, 2:38:08 PM

Municipal Boundaries

Census Tracts - Population with a Disability

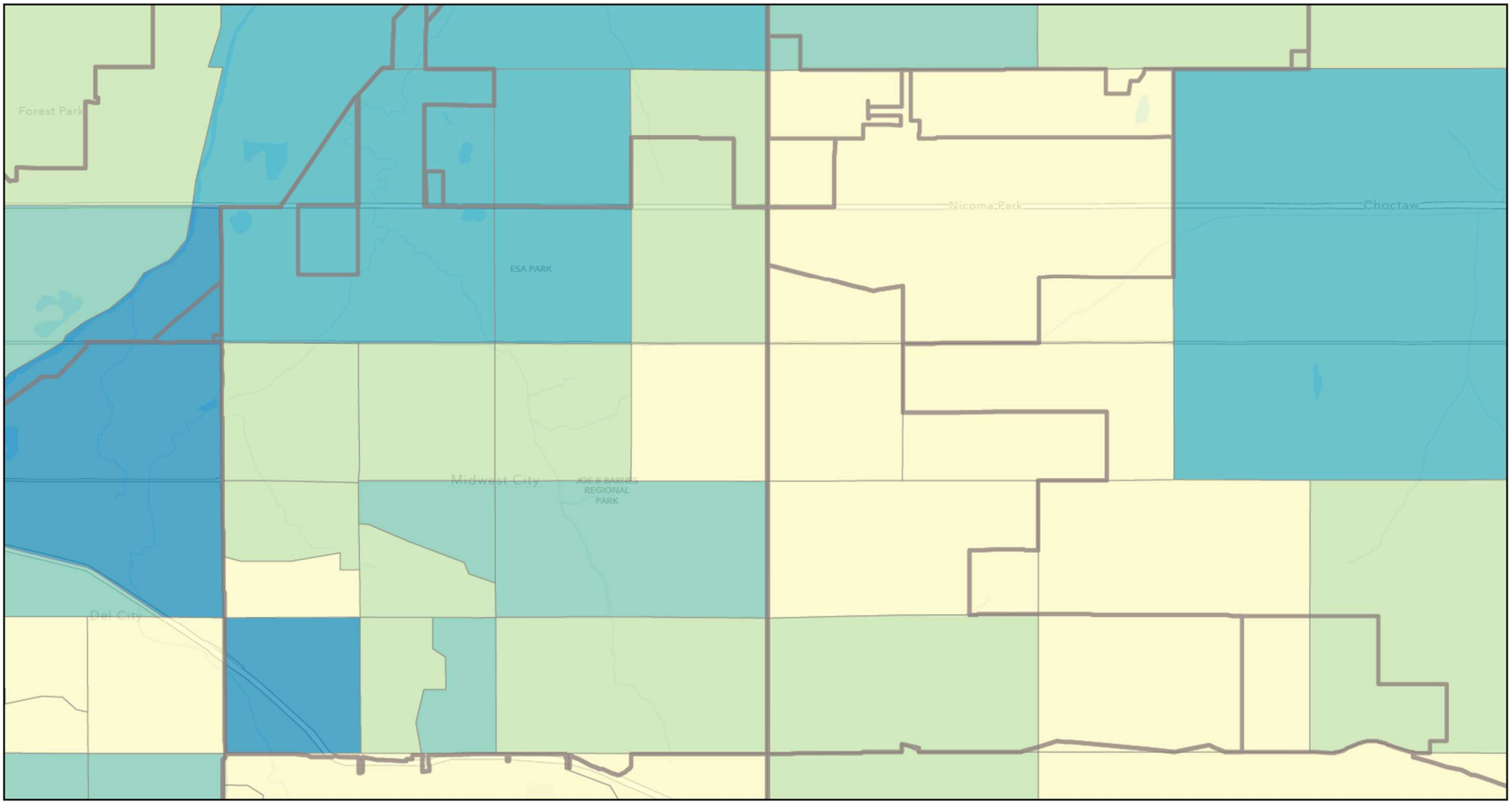
- 24.61 - 100% (Higher Challenge to Resilience)
- 19.43 - 24.60%
- 12.75 - 15.78%
- 9.95 - 12.74%
- 6.97 - 9.94%
- 0 - 6.96% (Lower Challenge to Resilience)

1:54,329

0 0.5 1 2 mi

0 0.75 1.5 3 km

Households Without a Vehicle - Updated May 2024



5/21/2025, 2:39:06 PM

Municipal Boundaries

Census Tracts - Households without a Vehicle

16.83 - 28.66%

9.94 - 16.82%

5.52 - 9.93%

2.34 - 5.51%

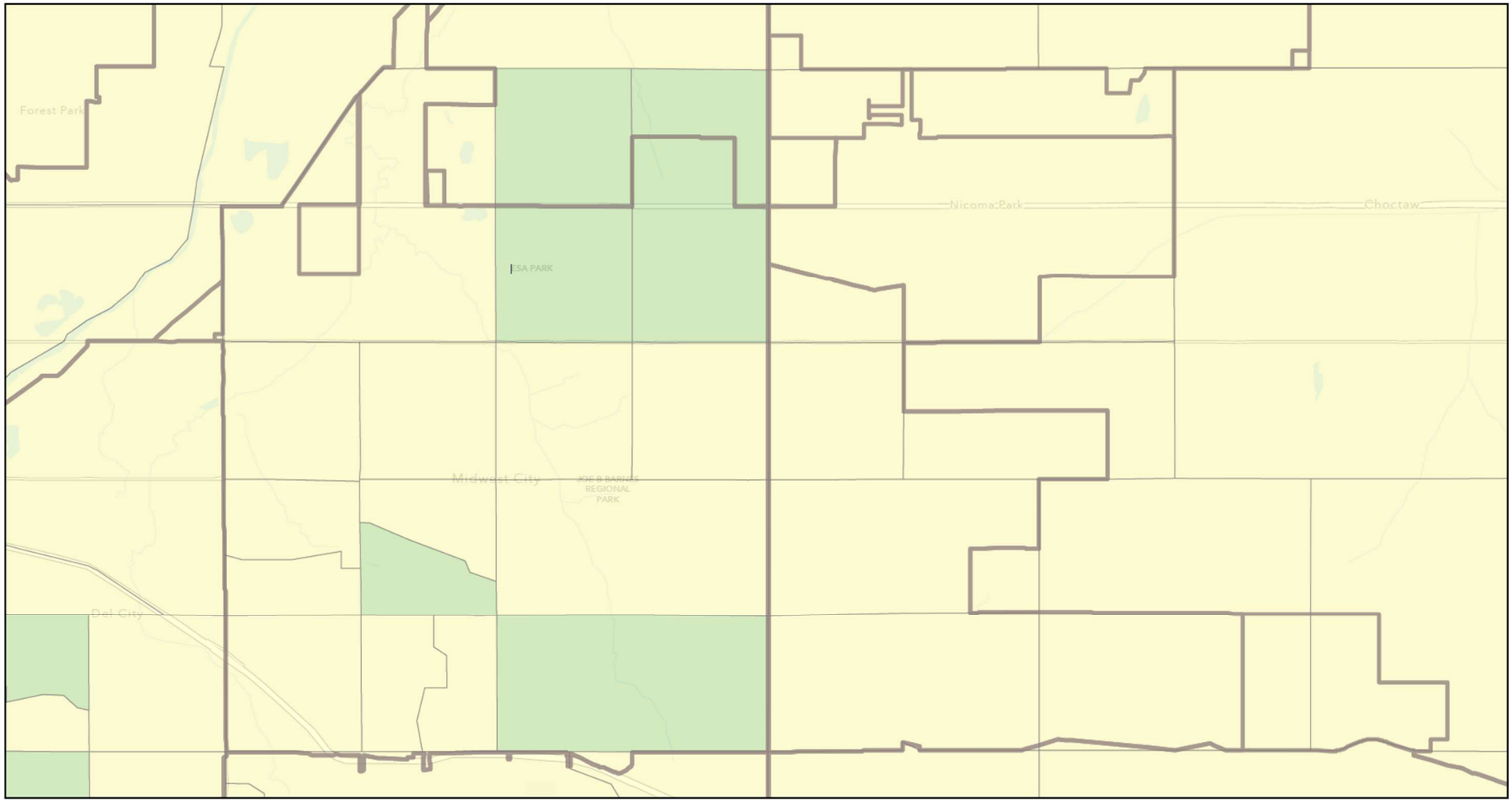
0 - 2.33% (Lower Challenge to Resilience)

1:54,329

0 0.5 1 2 mi

0 0.75 1.5 3 km

Limited English - Updated May 2024



5/21/2025, 2:40:12 PM

Municipal Boundaries

Census Tracts - Households with Limited English

2.14 - 6.19%

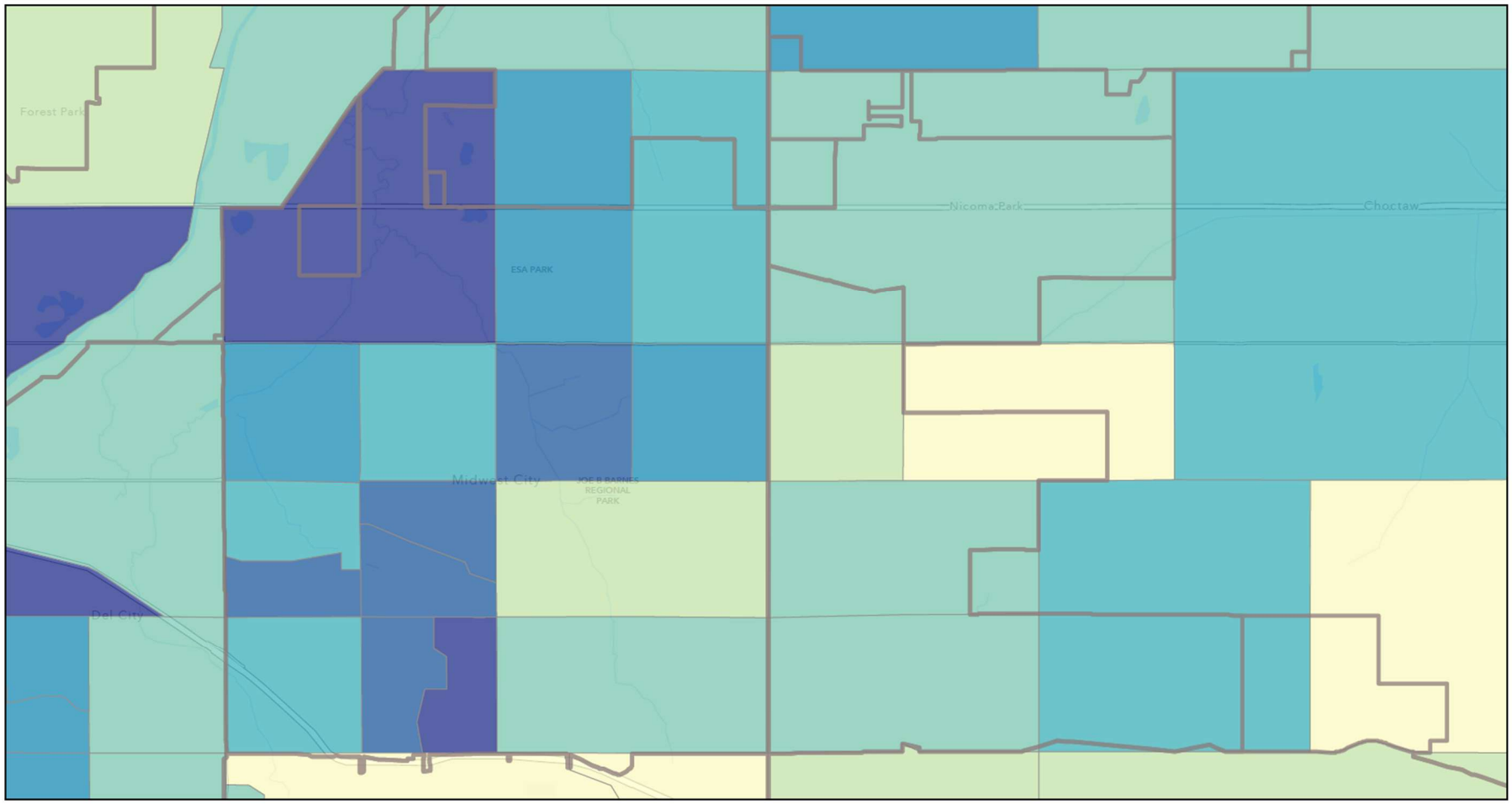
0 - 2.13% (Lower Challenge to Resilience)

1:54,329

0 0.5 1 2 mi

0 0.75 1.5 3 km

Single Parent Households - Updated May 2024



5/21/2025, 2:41:23 PM

Municipal Boundaries

Census Tracts - Single-Parent Households

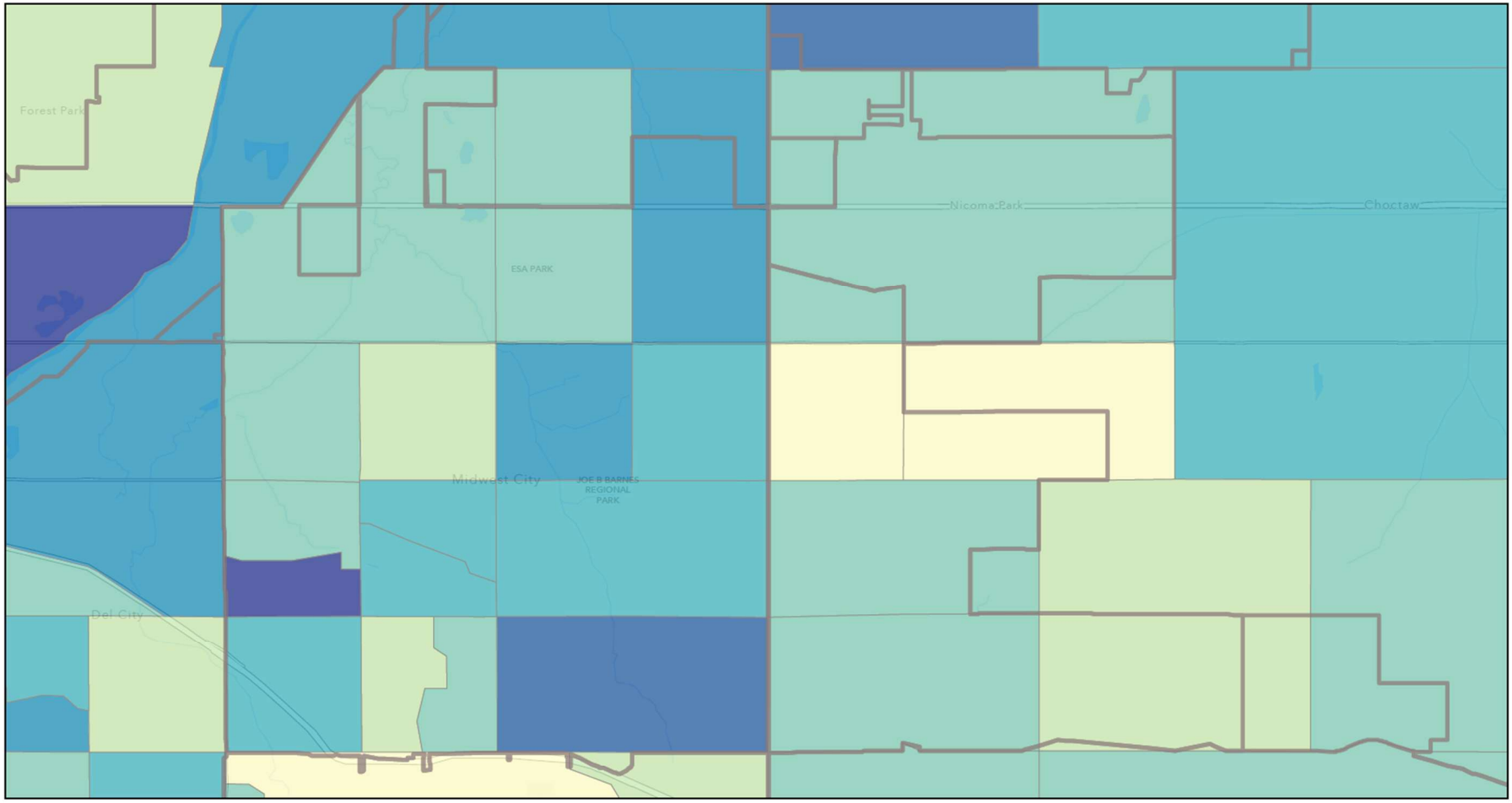
- 63.63 - 100% (Higher Challenge to Resilience)
- 45.52 - 63.62%
- 33.32 - 45.51%
- 23.70 - 33.31%
- 15.35 - 23.69%
- 7.44 - 15.34%
- 0 - 7.43% (Lower Challenge to Resilience)

1:54,329

0 0.5 1 2 mi

0 0.75 1.5 3 km

Households Without a Smartphone -Updated May 2024



5/21/2025, 2:42:21 PM

1:54,329

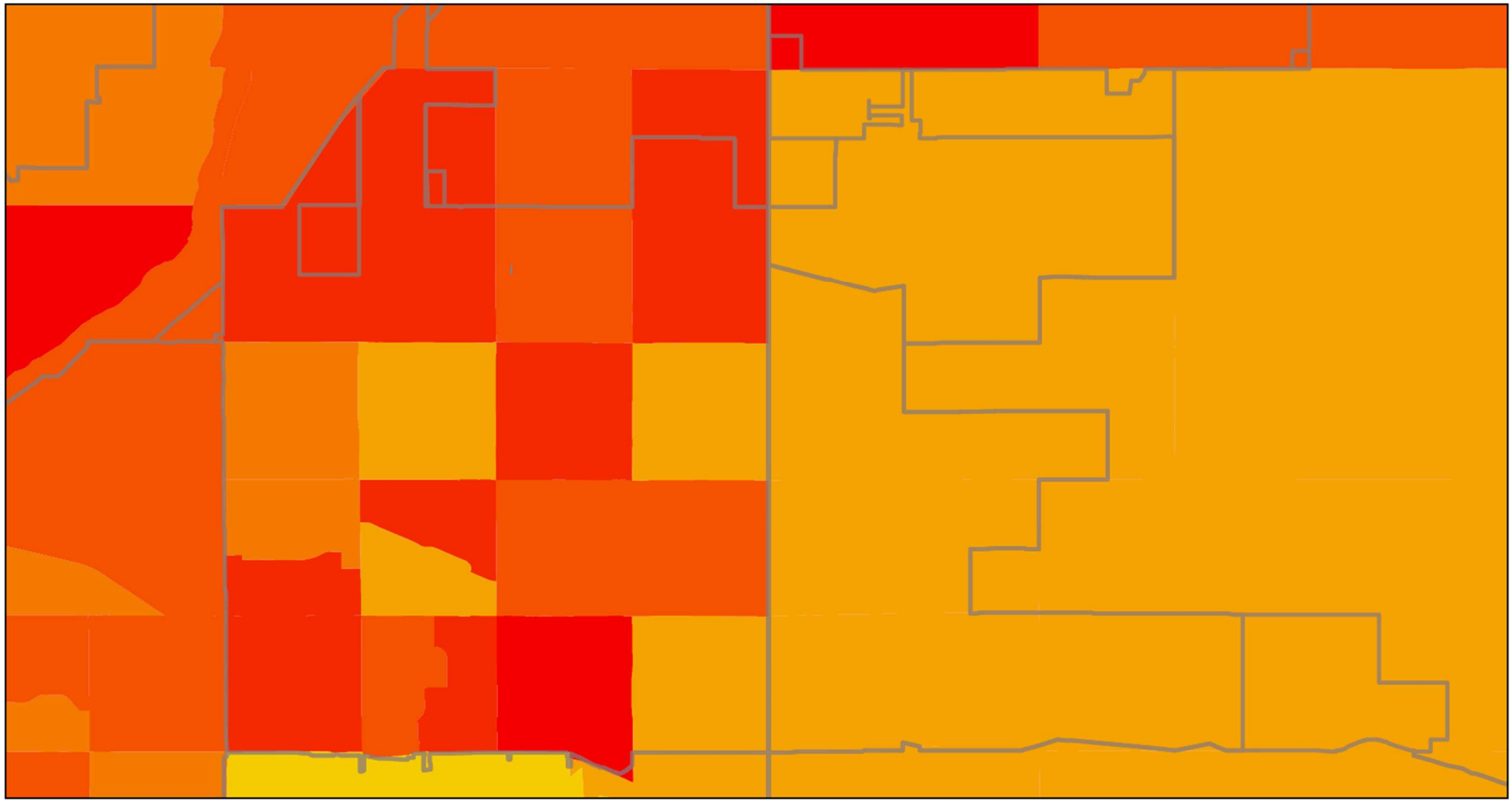
0 0.5 1 2 mi
0 0.75 1.5 3 km

Municipal Boundaries

Census Tracts - Households without a Smartphone

- 26.65 - 100% (Higher Challenge to Resilience)
- 19.84 - 26.64%
- 15.21 - 19.83%
- 11.37 - 15.20%
- 7.85 - 11.36%
- 4.31 - 7.84%
- 0 - 4.30% (Lower Challenge to Resilience)

Households Without a Broadband Subscription -Updated May 2024



5/21/2025, 2:44:47 PM

1:54,329

Municipal Boundaries

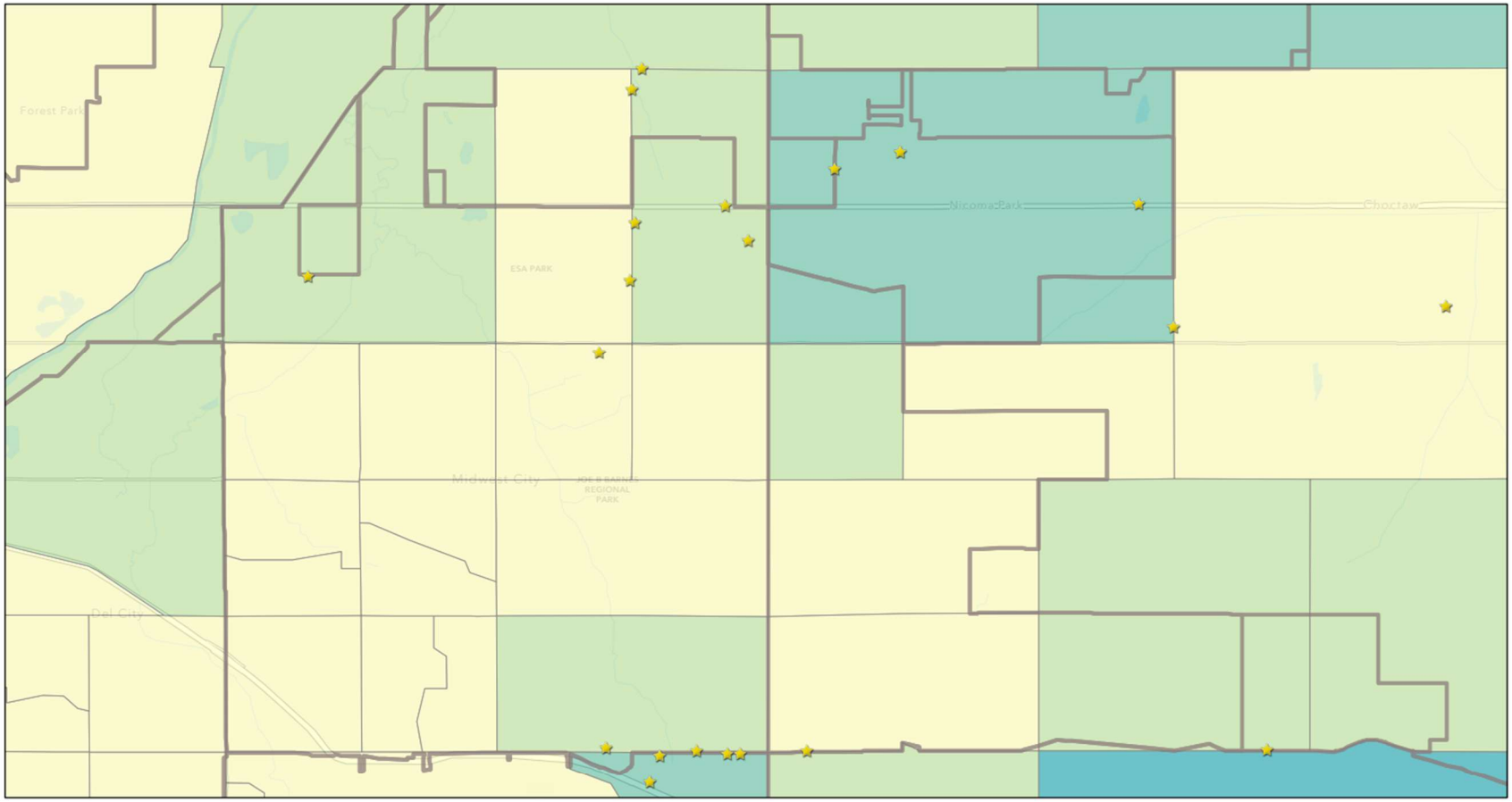
Census Tracts - Percent of Population without a Broadband Subscription

- 12.41 -19.7%
- 19.71 -27.8%
- 27.81 - 36.7%
- 36.71 - 46.5%
- 46.51 - 59.5%
- 59.51 - 100%

0 0.5 1 2 mi

0 0.75 1.5 3 km

Mobile Homes as a Percentage of Housing Units- Updated May 2024



5/21/2025, 3:22:43 PM

1:54,329

Mobile Home Parks

Municipal Boundaries

Census Tracts - Mobile Homes as a Percentage of Housing Units

17.84 - 27.52%

9.83 - 17.83%

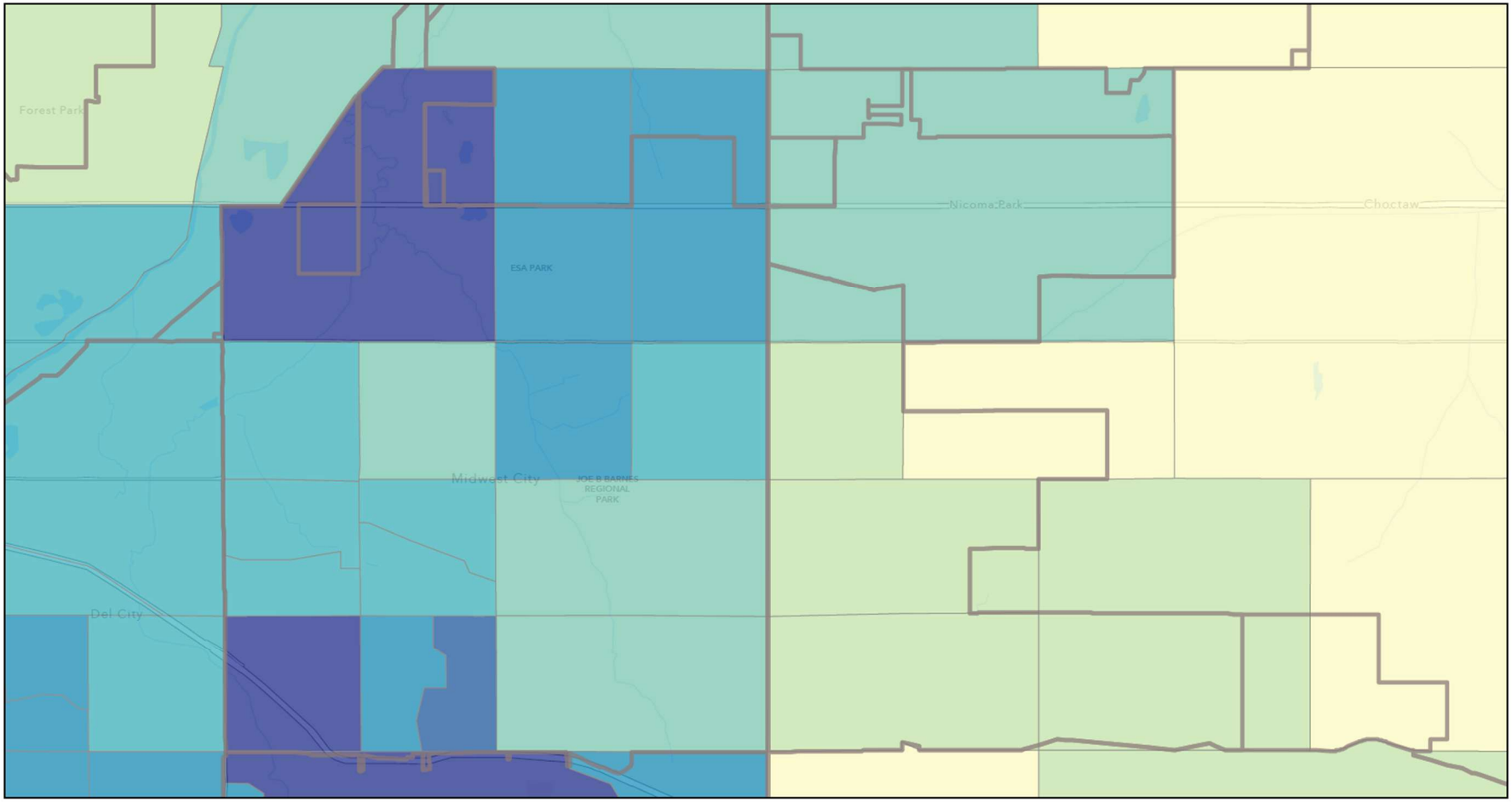
3.28 - 9.82%

0 - 3.27% (Lower Challenge to Resilience)

0 0.5 1 2 mi

0 0.75 1.5 3 km

Percentage of Owner-Occupied Housing-Updated May 2024



5/21/2025, 2:47:00 PM

Municipal Boundaries

Census Tracts - Housing Units that are Owner-Occupied

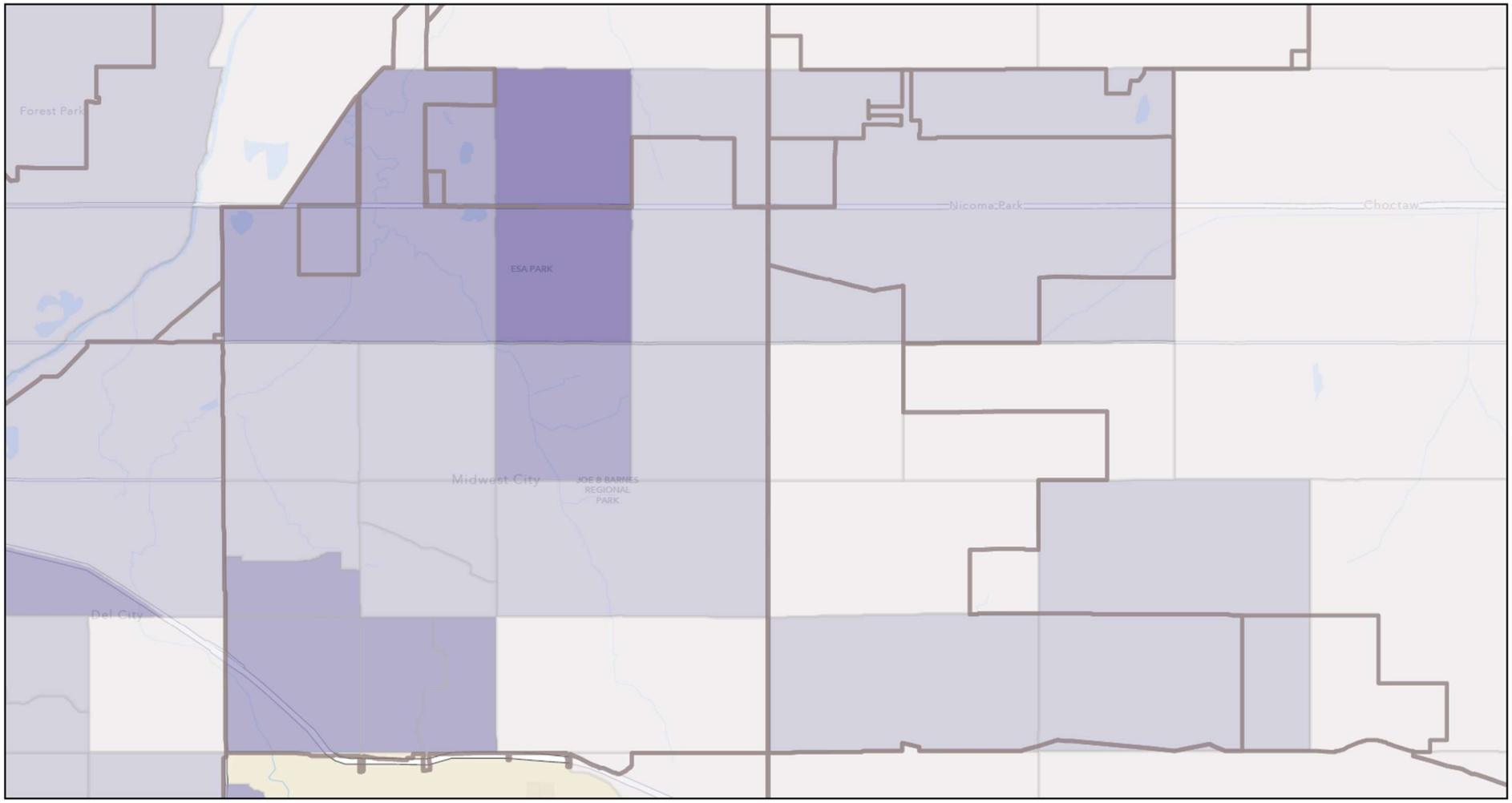
- 0 - 15.97% (Higher Challenge to Resilience)
- 15.98 - 34.01%
- 34.02 - 47.79%
- 47.80 - 59.49%
- 59.49 - 70.37%
- 70.38 - 81.70%
- 81.71 - 100% (Lower Challenge to Resilience)

1:54,329

0 0.5 1 2 mi

0 0.75 1.5 3 km

Housing Cost as a Percentage of Income-Updated April 2024



5/21/2025, 2:48:44 PM

1:54,329

Municipal Boundaries

Census Tracts - Housing Costs as a Percentage of Household Income

0 – 20%

> 20 – 30%

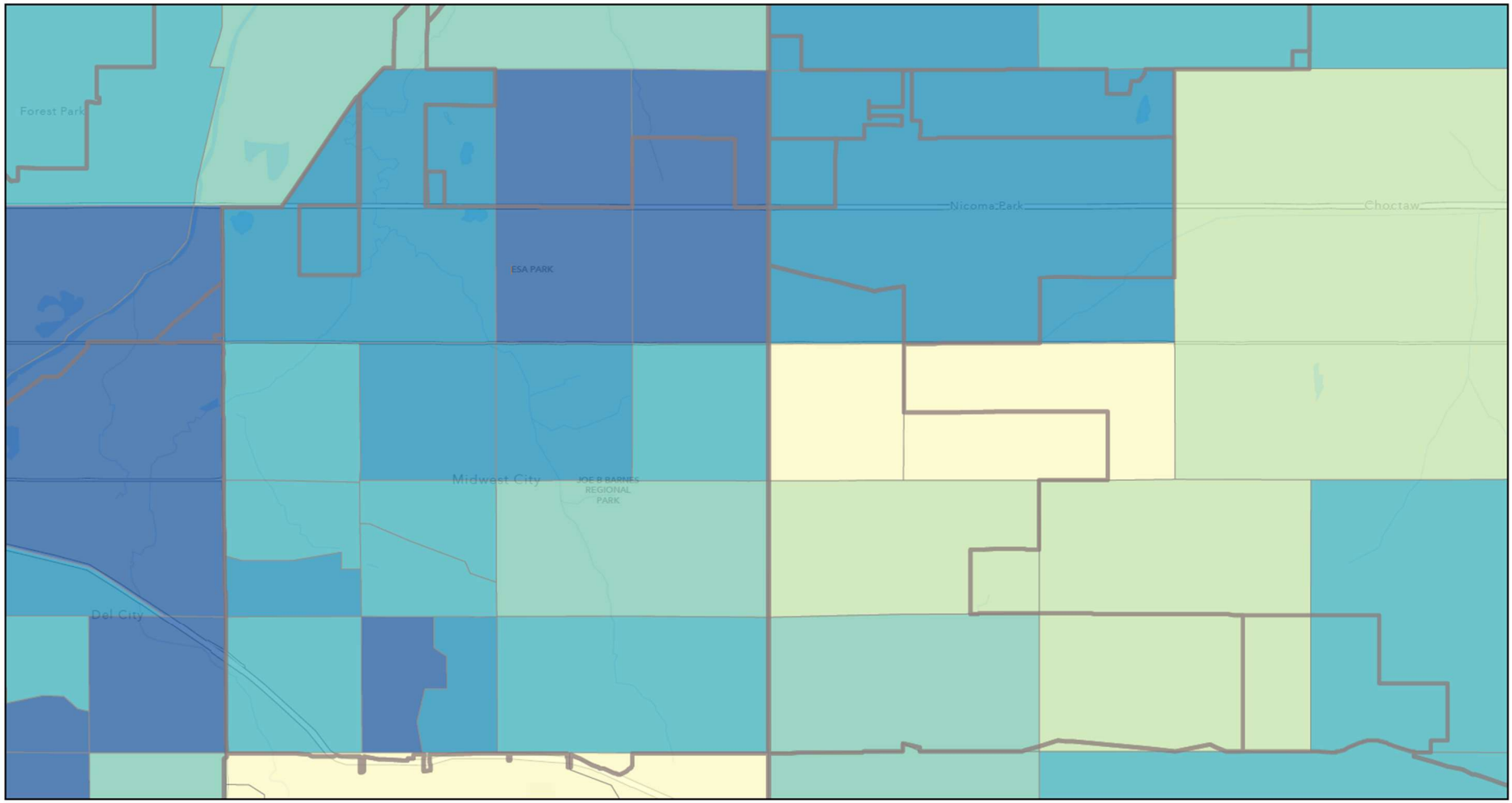
> 30 - 40%

> 40 - 60%

0 0.5 1 2 mi

0 0.75 1.5 3 km

Population Without Health Insurance-Updated May 2024



5/21/2025, 2:50:34 PM

Municipal Boundaries

Census Tracts - Population without Health Insurance

17.19 - 25.21%

12.27 - 17.18%

8.57 - 12.26%

5.55 - 8.56%

2.90 - 5.54%

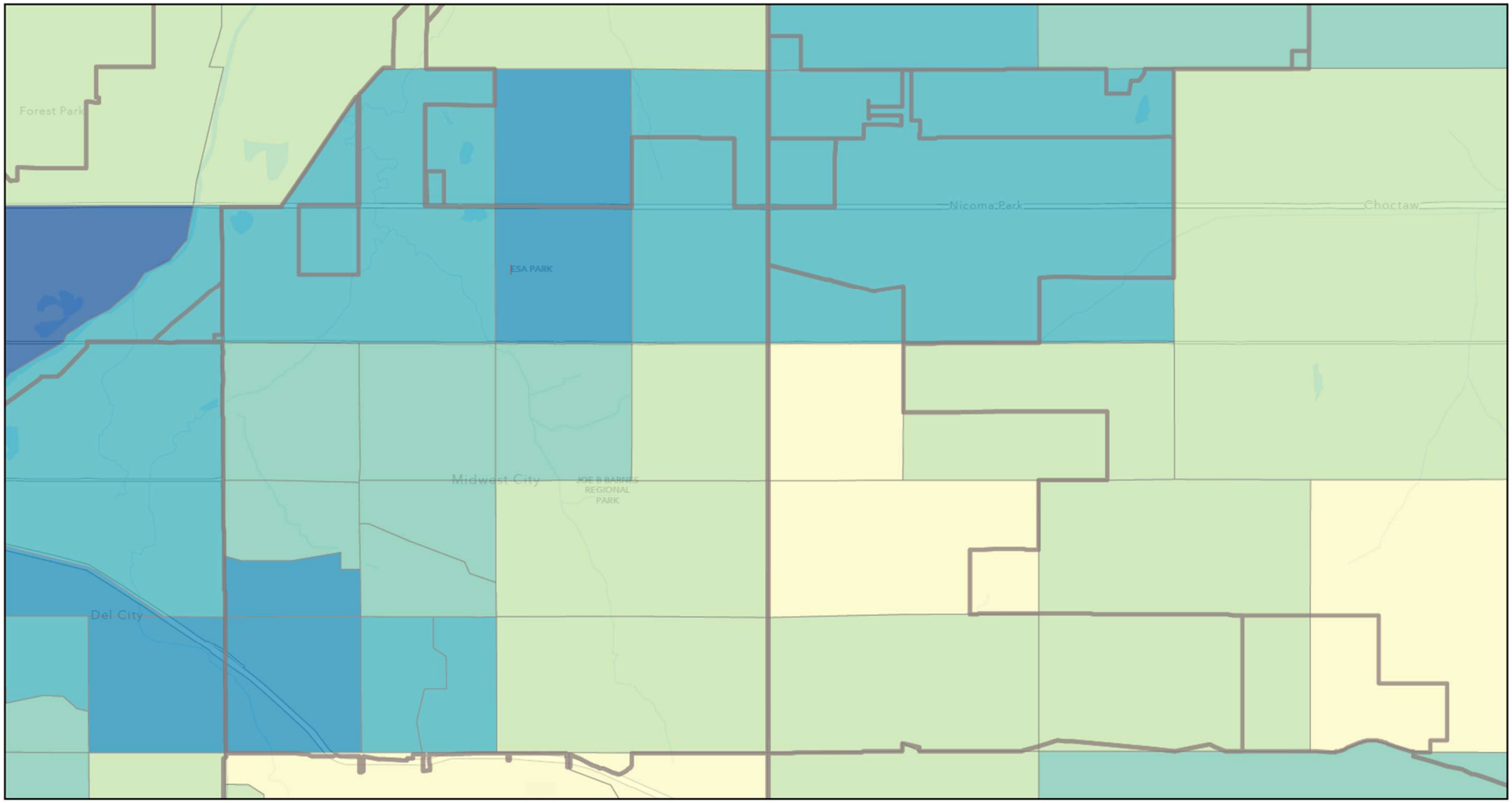
0 - 2.89% (Lower Challenge to Resilience)

1:54,329

0 0.5 1 2 mi

0 0.75 1.5 3 km

Population Below Poverty Level-Updated May 2024



5/21/2025, 2:54:56 PM

Municipal Boundaries

Census Tracts - Population Below Poverty Level

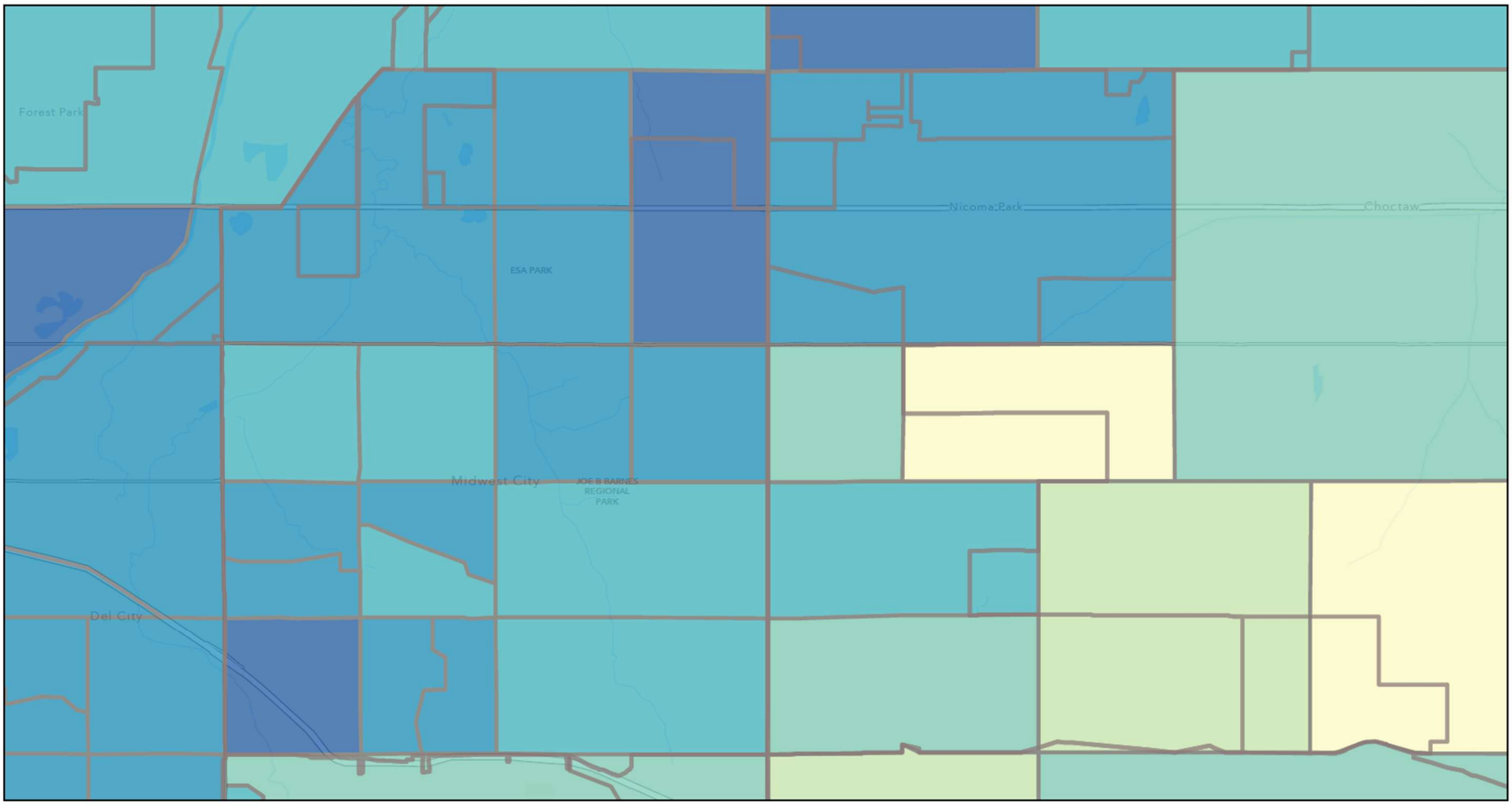
- 38.51 - 55.84%
- 27.06 - 38.50%
- 18.49 - 27.05%
- 11.71 - 18.48%
- 6.01 - 11.70%
- 0 - 6% (Lower Challenge to Resilience)

1:54,329

0 0.5 1 2 mi

0 0.75 1.5 3 km

Median Household Income-Updated May 2024



5/21/2025, 2:56:17 PM

Municipal Boundaries

Census Tracts - Median Household Income

$20,001 - $40,000

$40,001 - $60,000

$60,001 - $80,000

$80,001 - $100,000

$100,001 - $120,000

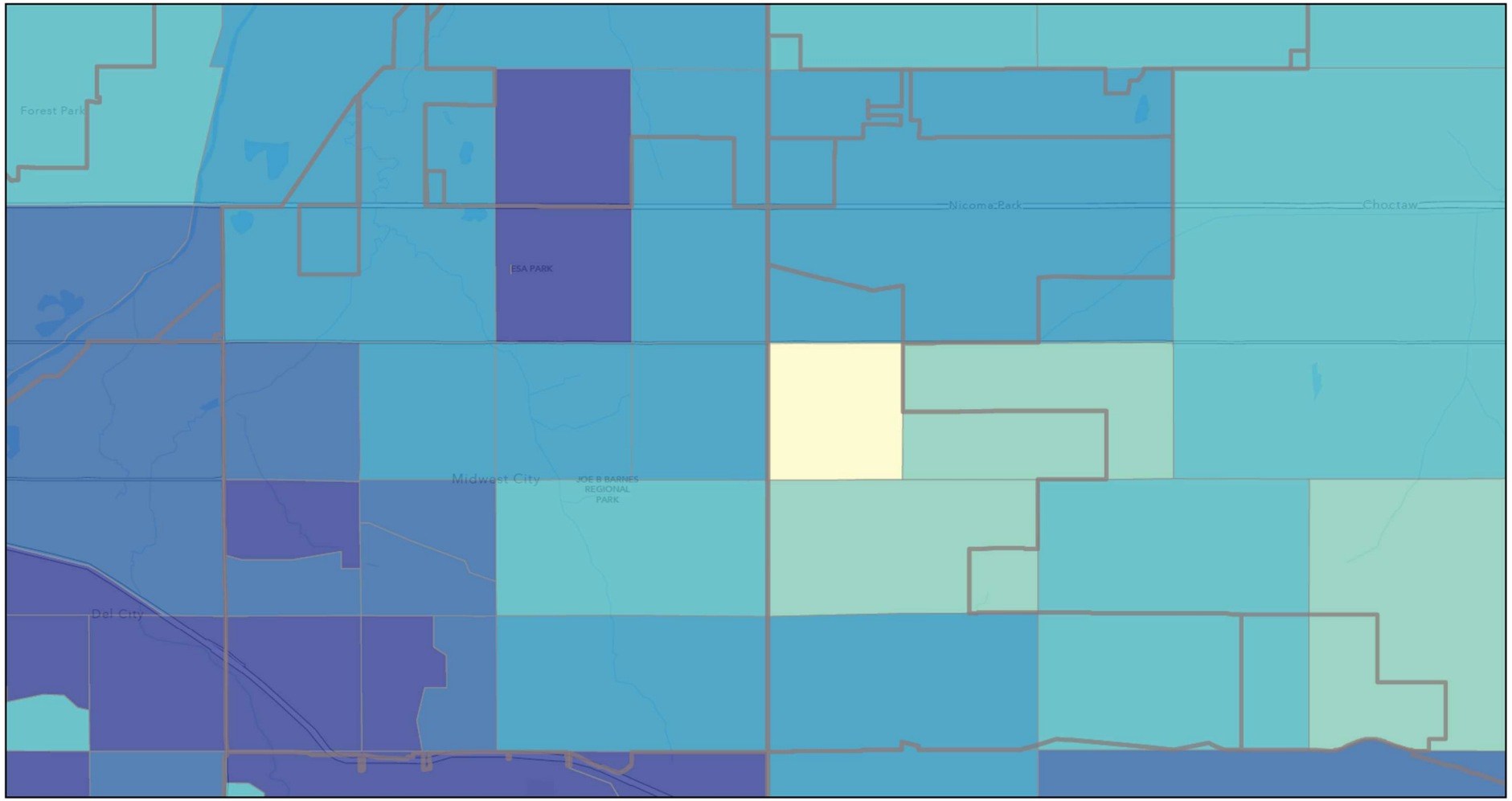
$120,001 or more (Lower Challenge to Resilience)

1:54,329

0 0.5 1 2 mi

0 0.75 1.5 3 km

Medical Professional Capacity-Updated May 2024



5/21/2025, 2:58:06 PM

Municipal Boundaries

Census Tracts - Medical Professional Capacity

0 - 3.56 (Higher Challenge to Resilience)

3.57 - 10.64

10.65 - 17.96

17.97 - 26.29

26.30 - 37.01

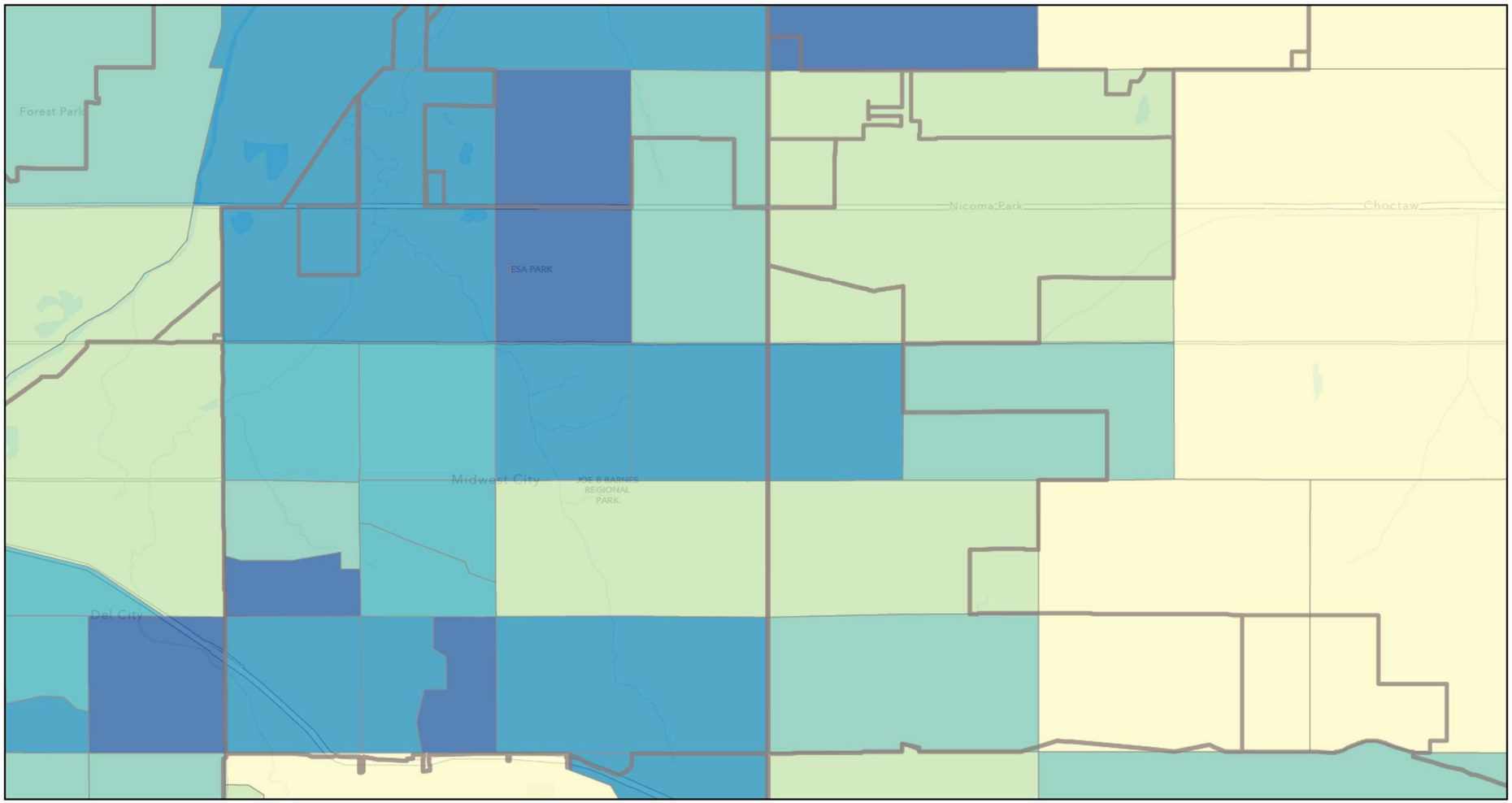
54.07 - 100 (Lower Challenge to Resilience)

1:54,329

0 0.5 1 2 mi

0 0.75 1.5 3 km

Unemployed Labor Force - Updated May 2024



5/21/2025, 2:59:14 PM

Municipal Boundaries

Census Tracts - Unemployed Labor Force

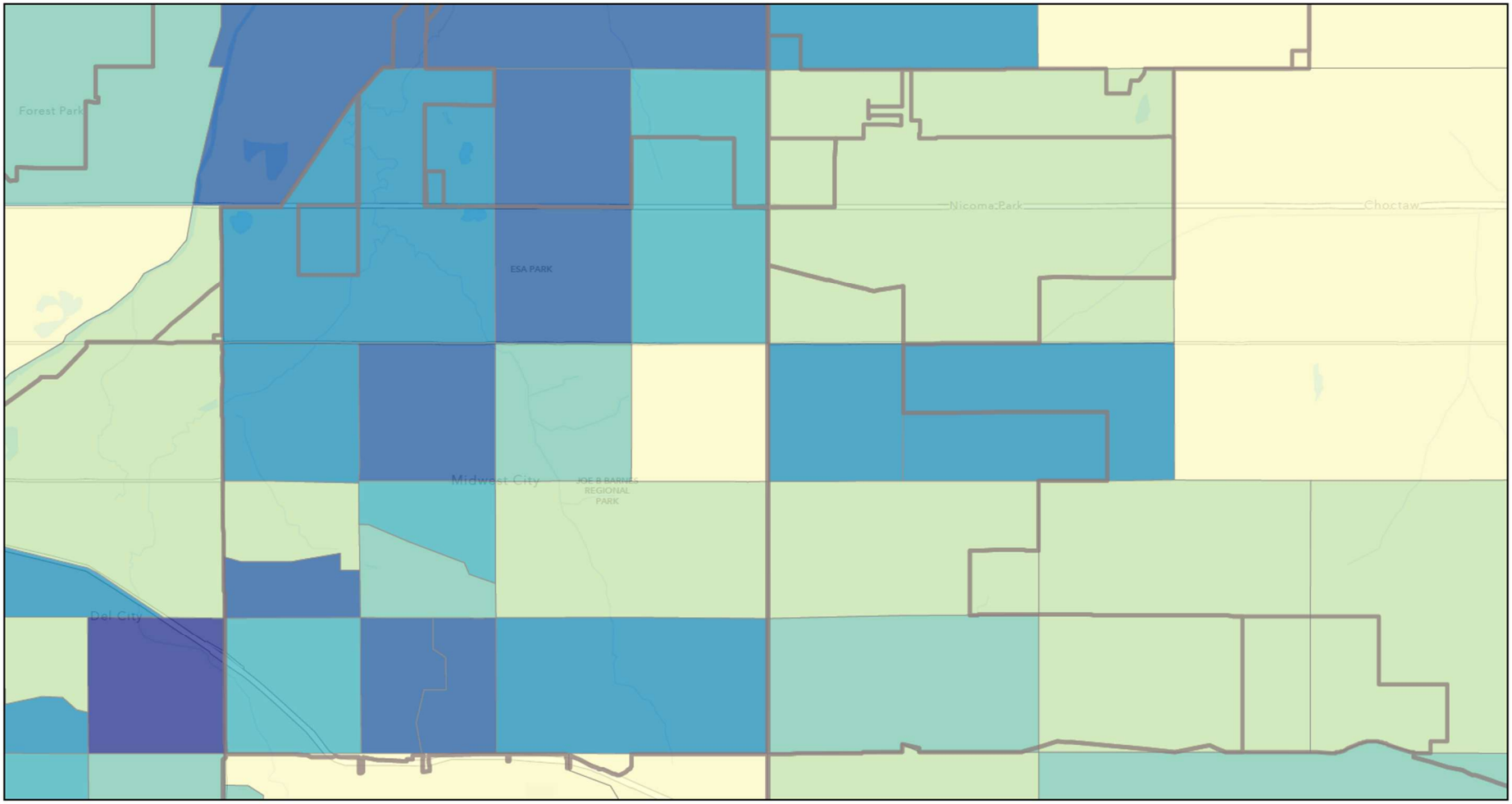
- 11.14 - 16.83%
- 7.86 - 11.13%
- 5.57 - 7.85%
- 3.72 - 5.56%
- 1.98 - 3.71%
- 0 - 1.97% (Lower Challenge to Resilience)

1:54,329

0 0.5 1 2 mi

0 0.75 1.5 3 km

Unemployed Women in the Labor Force - Updated May 2024



5/21/2025, 3:00:55 PM

1:54,329

0 0.5 1 2 mi

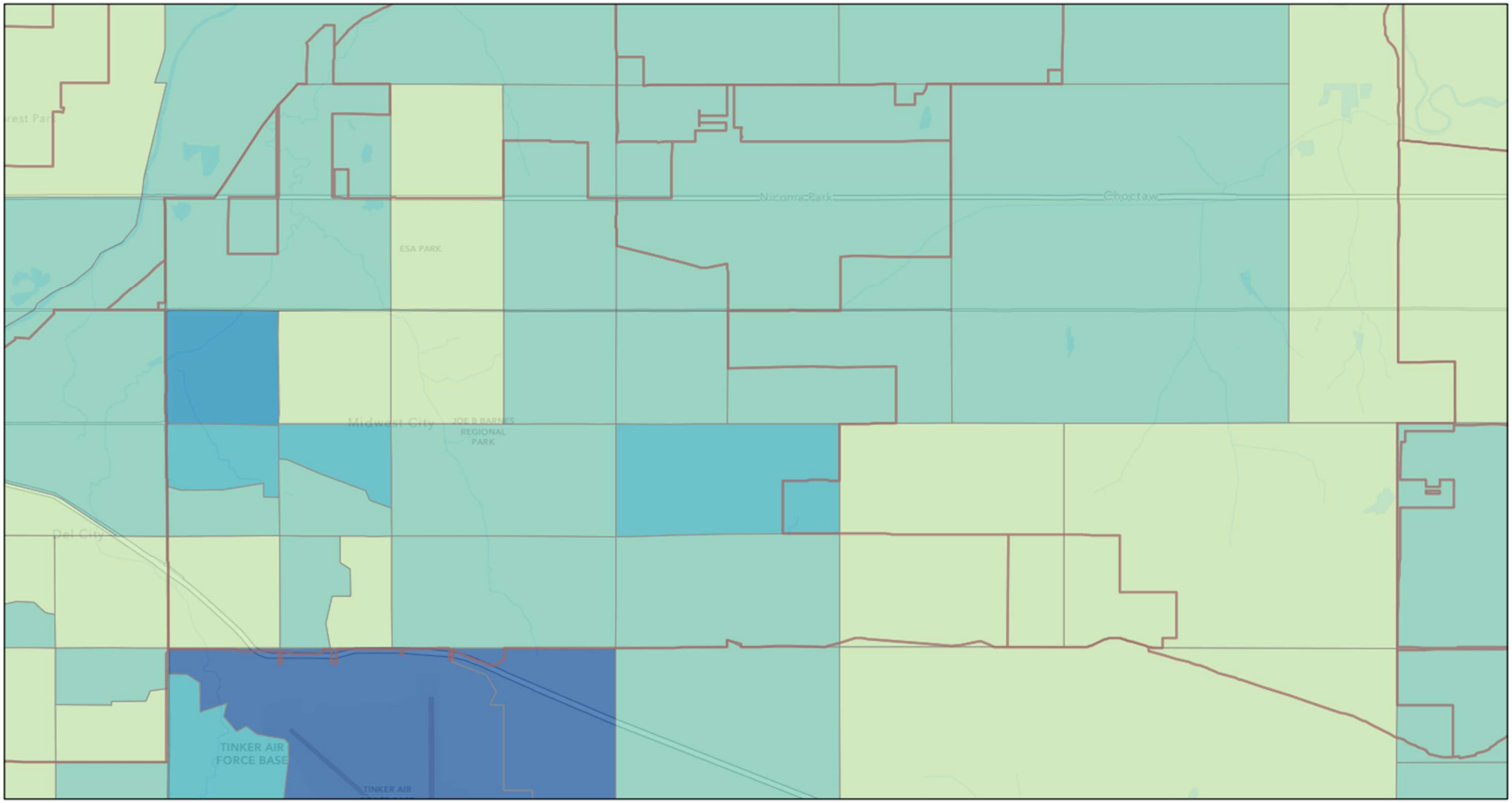
0 0.75 1.5 3 km

Municipal Boundaries

Census Tracts - Unemployed Women in the Labor Force

- 18.58 - 100% (Higher Challenge to Resilience)
- 11.89 - 18.57%
- 8.03 - 11.88%
- 5.28 - 8.02%
- 3.06 - 5.27%
- 1.02 - 3.05%
- 0 - 1.01% (Lower Challenge to Resilience)

Work Force Employed in Predominant Sector - Updated May 2024



6/18/2025, 4:34:14 PM

Municipal Boundaries

Census Tracts – Workforce Employed in Predominant Sector

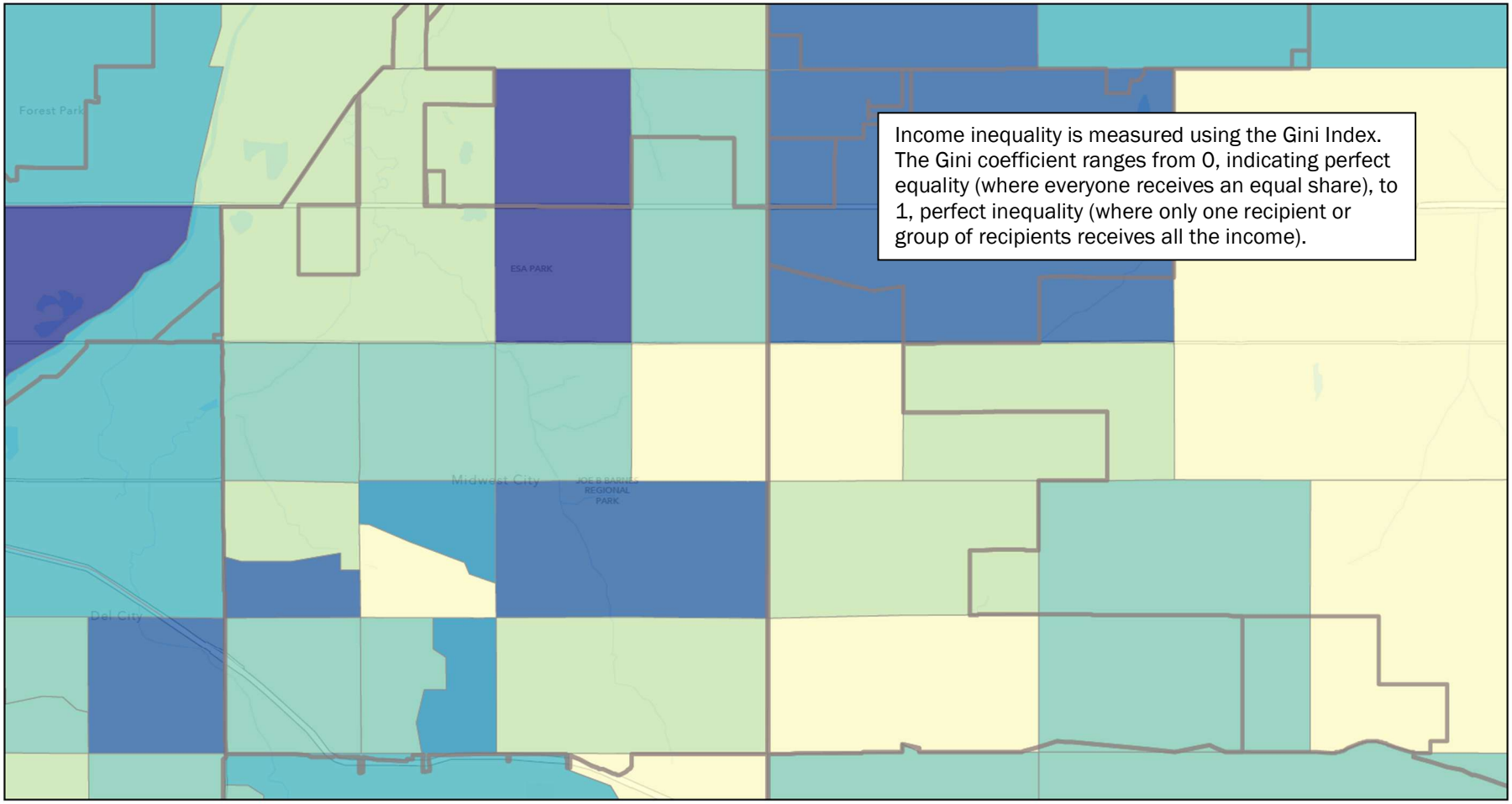
- 42.63 - 70.27%
- 33.05 - 42.62%
- 26.79 - 33.04%
- 21.60 - 26.78%
- 0.01 - 21.59%

1:65,784

0 0.5 1 2 mi

0 1 2 4 km

Income Inequality - Updated May 2024



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Municipal Boundaries

Census Tracts - Income Inequality

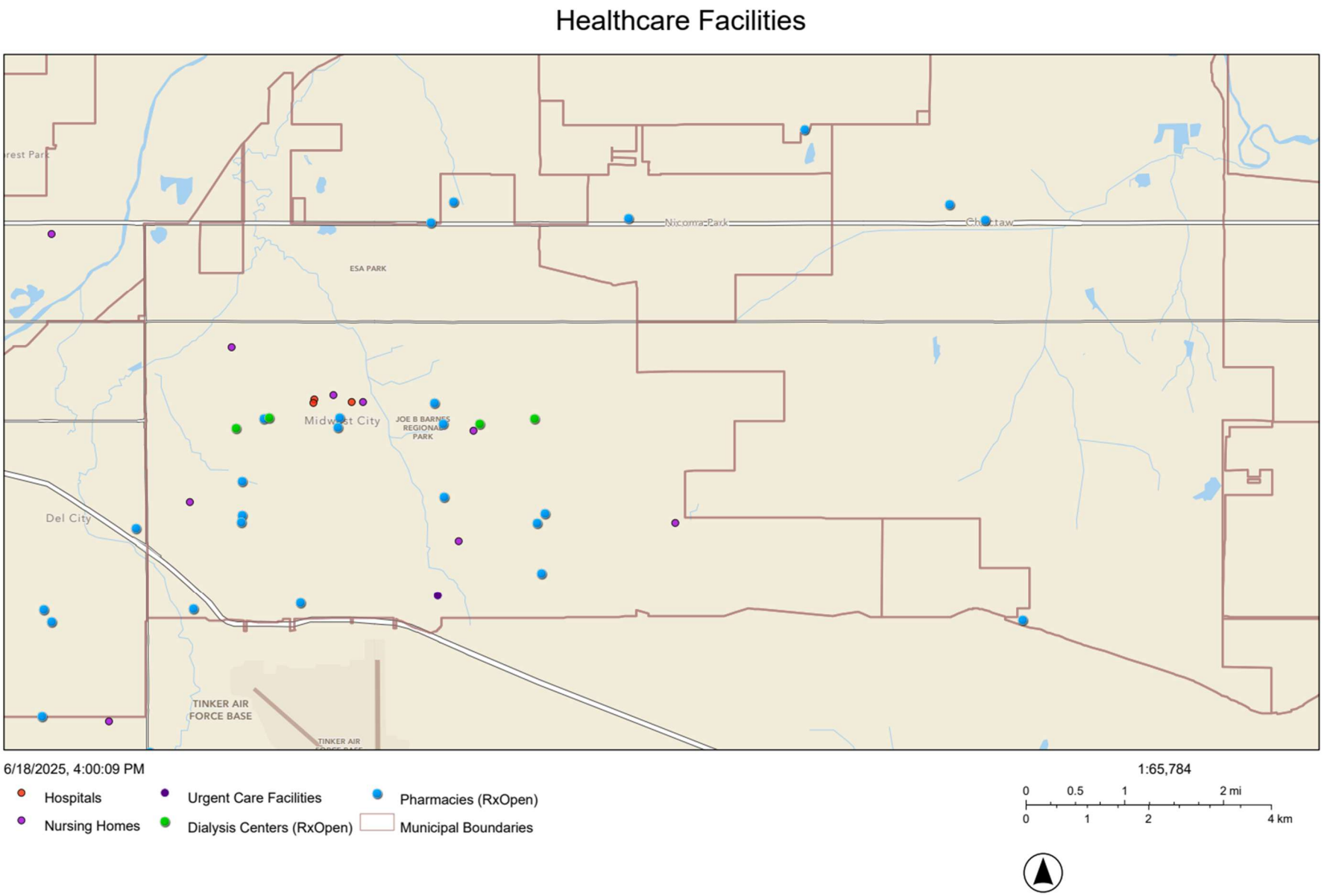
- .5271 - .8796 (Higher Challenge to Resilience)
- .4756 - .5270
- .4388 - .4755
- .4078 - .4387
- .3780 - .4077
- .3425 - .3779
- 0 - .3424 (Lower Challenge to Resilience)

1:54,329

0 0.5 1 2 mi

0 0.75 1.5 3 km

APPENDIX 9:HEALTHCARE FACILITY MAP



APPENDIX 10:DISASTER DECLARATION TEMPLATE

DISASTER DECLARATION

WHEREAS, on Click or tap here to enter text., Click or tap here to enter text. occurred in Midwest City, Oklahoma, causing Click or tap here to enter text. Known fatalities and Click or tap here to enter text. Injuries, with considerable damage to public and private properties. and

WHEREAS, immediate attention is required to protect public health, prevent further damage, ensure public safety, and render emergency relief, and

WHEREAS I Click or tap here to enter text., Mayor of Midwest City, Oklahoma do find the aforementioned conditions constitute a threat to the safety and welfare of the city, and create natural or human-caused disaster within the definition provided in Section 683.3 of the Oklahoma Emergency Management Act of 2003 as amended.

NOW, THEREFORE, I Click or tap here to enter text., Mayor, acting under the power vested in me do hereby declare Click or tap here to enter text. To be a disaster area, entitled to aid, relief, and assistance, and do hereby direct the implementation of the City's Emergency Operations Plan.

IN WITNESS WHEREOF, I have hereunto set my hand and seal to this instrument on this Click or tap here to enter text. day of Click or tap here to enter text. in the year of our Lord, Two Thousand, Click or tap here to enter text., at Midwest City, Oklahoma.

THIS DECLARATION SHALL EXPIRE AFTER SEVEN (7) DAYS UNLESS OTHERWISE EXTENDED.

_____

Matthew D. Dukes, II, Mayor

APPROVED as to form and legality this Click or tap here to enter text. day of Click or tap here to enter text.

_____

Donald Maisch, City Attorney

I, the undersigned city clerk of the City of Midwest City, Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of a resolution of said city duly adopted by the governing body of said city at a meeting held on the date therein stated as the same appears in the minutes of said meeting on file in my office as part of the official records thereof.

_____

Sara Hancock, City Clerk, City of Midwest City, Oklahoma

APPENDIX 11. SAMPLE DELEGATION OF AUTHORITY LETTER

Delegation of Authority

As of _____ hours, on_____, I have delegated the authority and responsibility for the complete management of the _____ incident to the designated Incident Commander, _____.

As Incident Commander, you are accountable to me for the overall management of this incident including control and return to local forces. I expect you to keep me informed about the incident. I expect you to adhere to relevant and applicable laws, policies, and professional standards. I will provide you with additional policy and priority guidance as needed throughout the incident.

My considerations and guidance for management of the incident are:

1. Provide for responder and public safety.
2. Stabilize the Incident.
3. Preserve property and the environment.
4. Work with the EOC for your resource requests, shared situational awareness, and planning for demobilization and transition to recovery.
5. Coordinate with _____ and the State for use of their resources, as needed, and incorporate them into the overall incident plan.
6. Manage the incident cost-effectively for the values at risk.
7. Provide for minimal disruption of access to critical community services and commerce. Access must be consistent with the safety of the public.
8. Provide training opportunities for less experienced responders. This will strengthen organizational capabilities of local agency personnel.
9. Provide public information while controlling incident access. The media will be escorted whenever possible. Media cards will identify members of the media.
10. Incident objectives, strategies, and tactics will be the responsibility of the Incident Management Team within a 10-mile radius of the incident

_____ _____

Agency Administrator Date

EMERGENCY SUPPORT FUNCTION ANNEXES

ESF #1
TRANSPORTATION

FEMA LIFELINES:	Transportation. Food, Hydration, Shelter
LEAD AGENCY/DEPARTMENT:	MWC Public Works
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Emergency Management MWC Fire Department MWC Police Department
ASSISTING/COOPERATING PARTNERS:	Embark Mid-Del Schools Oklahoma National Guard RMRS Region 6/8
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management Oklahoma Department of Transportation
FEDERAL COORDINATING AGENCY:	U.S. Department of Homeland Security

PURPOSE

The purpose of this annex is to establish procedures for using local transportation resources and for response to and recovery from an emergency or disaster, to include the transportation of evacuees and equipment.

When activated and as needed, ESF 1/Transportation should:

- Assess transportation system damage and determine the required resources to restore such systems if needed
- Ensure major and alternate routes are open and can be used by all City departments
- Coordinate evacuation transportation as an initial priority during disaster operations
- Prioritize and allocate all available and activated local transportation resources
- Facilitate movement of the public in coordination with other transportation providers
- As required, facilitate movement of personnel to specific areas of need
- Facilitate damage assessments with ESF 5 to establish priorities and determine needs
- Provide coordinated traffic control assistance as needed

- Communicate with surrounding jurisdictions and private organizations to ensure that potential transportation-related resources are available during disaster operations.

SITUATION AND ASSUMPTIONS

SITUATION

- A significant incident may cause extensive travel challenges and potential damage within Midwest City and/or surrounding jurisdictions, requiring activation of local transportation resources in support of coordinated response activities.
- Movement of resources into, and evacuees out of an impacted area will be predicated on, and require identification of, all surviving and available methods and routes of transportation.
- Damaged roadways, vehicles, facilities, equipment, and damaged or disrupted communications could significantly affect emergency transportation support and coordination.
- In a large-scale incident, emergency transport requirements could exceed local capabilities, and outside assistance may be required to support local emergency operations, restoration, or a large-scale evacuation.
- Prioritization of transportation and evacuation participants may be required.
- The public should receive official emergency public information and warning related to evacuation.
- Roads and highways in Midwest City and surrounding areas may become congested during large-scale evacuation, limiting the movement of traffic and access for emergency vehicles and other essential resources.

ASSUMPTIONS

- Most of the public will act on their own and promptly self-evacuate areas when advised to do so, or before.
- Some people may refuse to evacuate, regardless of warnings.
- Most evacuees seek shelter with relatives or friends rather than in a public shelter.
- The principal mode of transportation for evacuees will be private vehicles, however. some people lack transportation
- Some residents who are ill or have Access and Functional Needs may require specialized transportation vehicles.
- When required, institutional residents should either be evacuated by the organization responsible for their care, e.g. nursing homes, assisted living centers, schools, daycare centers, etc., or the institution should make prior arrangements to have the residents evacuated.
- The Midwest City Police Department will provide most traffic control on major evacuation routes within Midwest City but may be assisted by other departments and agencies.

CONCEPT OF OPERATIONS

In conjunction with County and State resources, Midwest City Public Works is responsible for transportation infrastructure including coordinating resources needed to restore and maintain transportation routes necessary to protect lives and property during an emergency or disaster.

City departments with primary or secondary emergency functions connected with transportation should assign appropriate personnel to carry out these functions.

City departments should each organize themselves to conduct emergency operations effectively.

ACTIONS

Actions are grouped into the phases of emergency management. prevention, preparedness, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies. ESF-1 encompasses a full range of activities from training to providing field services. It also coordinates and may assume direct operational control of the following:

- Transportation for Midwest City residents and/or other populations.
- Transportation of equipment and/or supplies.
- Catastrophic incident /infrastructure support.

The Public Works Department has primary responsibility for providing/assigning emergency transportation to organizations requesting resources through the EOC.

Mid-Del Schools shall assist Public Works when requested through the EOC, to provide necessary support (e.g., school buses and drivers) required to transport or evacuate survivors of a disaster to centers for emergency shelter and feeding.

MITIGATION AND PREPAREDNESS

Appoint and train a representative to act as the Evacuation Coordinator for ESF 1 in the EOC.

Review and update emergency procedures.

Identify potential hazards and their impacts as indicated in the Hazard-Risk Analysis and seek applicable resources.

Provide personnel with appropriate training and expertise to participate in activities designed to reduce or minimize the impact of future disasters.

Develop policies and procedures for requesting assistance from the Oklahoma Department of Transportation.

Develop procedures for providing confirmed information on the status of major transportation routes throughout the region following a disaster.

Be prepared to implement the requirements of the Response/Recovery sections.

- Prepare and maintain the current list of personnel, equipment and their locations needed to carry out their respective responsibilities.
- Develop a method to identify routes that can be used by resources moving into affected areas.
- Develop contingency plans for the personnel of their departments to ensure their safety and continuity of the functions of the department.
- Develop and exercise a plan for personnel of the departments to report on their locations and availability for duty.
- Plan for the resumption of the department's functions with a minimum of disruption, including relocation of the department if required.
- Ensure administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations.
- Participate in emergency exercises.

RESPONSE AND RECOVERY

- Report to the EOC when requested. Attend briefings and coordinate activities with other departments.
- Provide emergency transportation service, as required, in, to, or from disaster-affected areas by utilizing the department vehicles for movement of survivors, survivors, essential food, medical supplies, and other supplies and equipment.
- Provide information on respective situations and any problems when assistance is needed.
- Coordinate with the Federal Department of Transportation and other agencies in support of Emergency Support Functions #1 and #3 of the National and Regional Response Plans.
- Respond to requests from other ESFs during emergency operations.
- Continue to provide transportation assistance as required.
- Participate in compiling after-action reports and critiques.
- Revise emergency plans using lessons learned.
- Assist in acquisition of federal recovery and mitigation dollars.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

ESF 1- Coordinator, ESF 3-Public Works, and ESF 13-City Police Department should coordinate all traffic movement and around the affected areas in a disaster.

ORGANIZATION

ESF-1 is part of the Operations Section.
ESF 1 Coordinator should monitor the status of major evacuation routes and provide information to other ESFs as necessary.

ASSIGNMENT OF RESPONSIBILITIES

ESF COORDINATOR RESPONSIBILITIES

In the event of evacuation, the ESF 1 Coordinator and the ESF 13 (Public Safety and Security-MWC Police Department) Coordinator should coordinate all traffic movement in and around the affected areas.
The ESF-1 Coordinator has primary responsibility for providing/assigning emergency transportation to requesting organizations and coordinating transportation with the City School District, AND Military Department. Midwest City Police Department.

Help ensure available transportation routes are kept open and that traffic moves in a safe and orderly manner.

- Provide escorts for vehicles assigned special functions or transporting critical incident-related resources.
- Help enforce any movement restrictions within affected areas.
- Assist with evacuation and relocation.

MIDWEST CITY PUBLIC WORKS:

- Restoration/recovery of transportation infrastructure.
- Provide barriers/signage to help enforce movement restrictions.

MID-DEL SCHOOLS

Provide buses and drivers as needed to assist with evacuation and relocation.

OKLAHOMA DEPARTMENT OF TRANSPORTATION

Provide any necessary transportation equipment to perform the functions of evacuation, hauling of equipment and supplies in, to, or from the disaster area.

OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT

Provide support as requested and manage the State Emergency Operations Center.

ASSISTING AGENCY RESPONSIBILITIES

Assisting Agencies support the Incident Command by:

- Assisting with the above-outlined tasks as requested by the ESF Coordinator.
- Providing services, staff, equipment, and supplies that complement the entire response effort.
- Tracking and reporting current resource capabilities on a regular basis.
- Providing and coordinating transportation assets when requested and as available.
- Helping coordinate the provision of supplies, parts, and/or repair for utilized resources.
- Helping coordinate fuel delivery to emergency response vehicles.

DIRECTION AND CONTROL

- Direction and control for any disaster operation should be centralized. The designated operating official is to work in the MWC Emergency Operations Center, and act as coordinator for use of his/her department's assets and interface with assets of other departments.
- City Department and Agency leaders shall be responsible for directing primary activities of their organizations in connection with emergency transportation.
- The ESF 1 Coordinator shall be responsible for directing primary activities in connection with emergency transportation.
- The Oklahoma National Guard shall be responsible for directing the secondary activities of emergency transportation by the Military Department.
- The Search and Rescue Director shall be responsible for accessing, utilizing, and directing the general aviation resources within the state when needed for emergency transportation through the SAR plan.

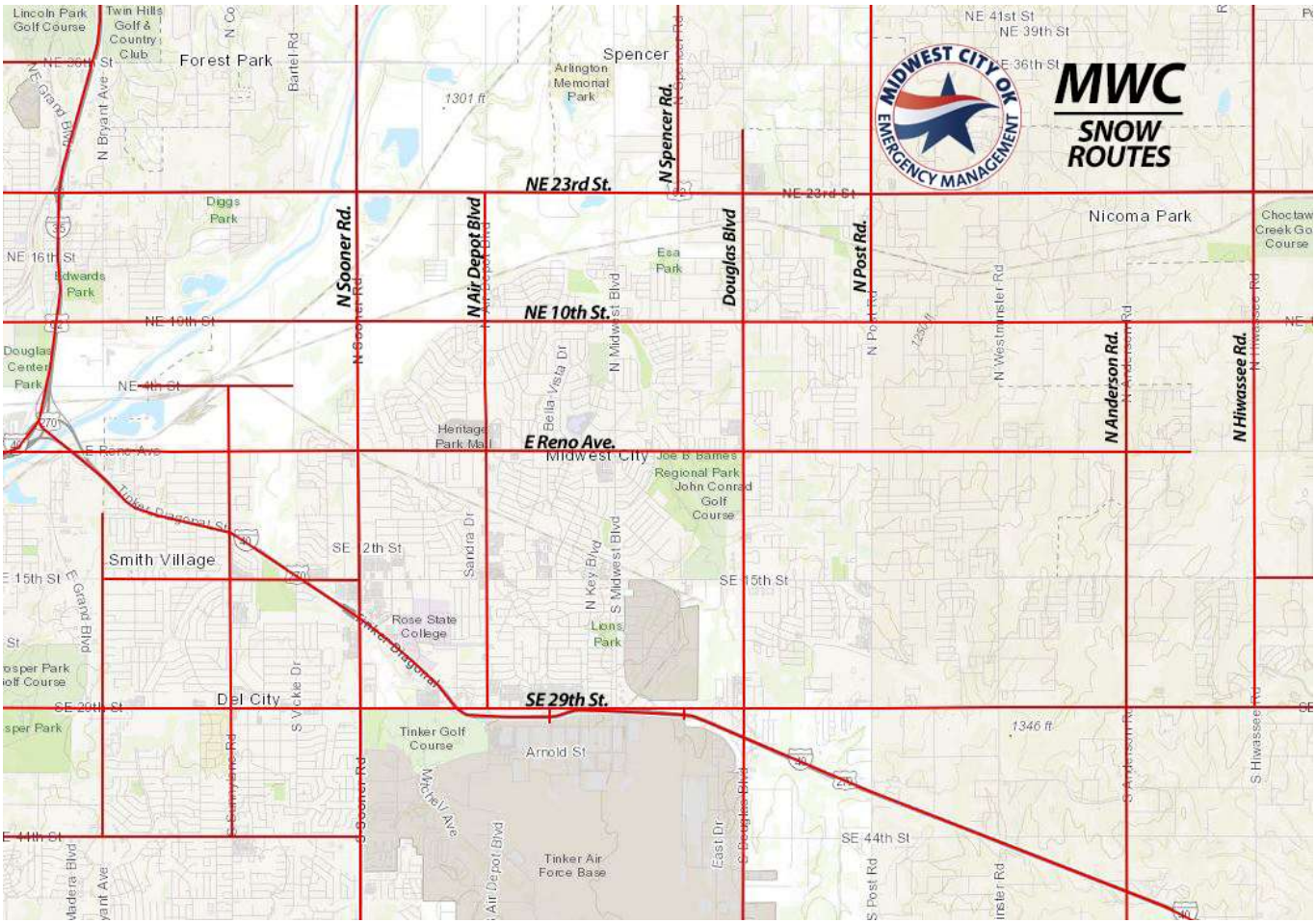
CONTINUITY OF GOVERNMENT

Each department with a primary or secondary transportation responsibility should assign/train at least three (3) lines of succession for every staff position.

ADMINISTRATION

The Public Works Director and School District Liaison review and update this annex annually, with any needed assistance from the Emergency Manager.

MIDWEST CITY SNOW ROUTES



ESF #2 COMMUNICATION

FEMA LIFELINES:	Communications.
LEAD AGENCY/DEPARTMENT:	MWC Information Technology
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Emergency Management MWC Public Works
ASSISTING/COOPERATING PARTNERS:	Mid-Del Amateur Radio Club Edmond Emergency Management
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	US Department of Homeland Security

PURPOSE

The purpose of this annex is to ensure radio, telecommunications, and data systems are ready to support City emergency responders during emergency operations. This may include the use of County and/or State communication systems if City capabilities are disrupted.

When activated and as needed, ESF 2/Communication should:

- Identify and organize resources available to Midwest City to address and support communications-related needs in the event of a disaster or other emergency.
- Identify the responsibilities of organizations charged with providing communications and communication-related support in the event of a large-scale disaster or emergency.
- Assure communication support to the Midwest City and private-sector partners before, during, and after an incident.
- Provide personnel and resources to support prevention, preparedness, protection, response, recovery, and mitigation in support of the primary emergency management objectives regarding communication in disaster situations.

In this context, communications is defined as the technology-based systems such as public safety radio and data systems, amateur radio resources, technological and connectivity-related infrastructure, and other communications systems found in various city departments and private sector companies.

Specific ESF-2 objectives include:

- Ensuring that communications systems are prepared to provide the mission essential communications services required during normal operations.
- Ensuring that communications systems are prepared to respond to large-scale events, incidents, and emergencies, etc., supporting response, recovery, and mitigation efforts.

- Establishing and maintaining communication between, and among the key facilities and entities that are integral to efficient operations.
- Support basic public safety dispatching and communications missions.
- Assist with warning or alerting the community of a threatened or actual emergency.
- Coordinate with ESF-15/Public Information to continuously communicate with the community through a variety of media to inform of protective actions.

SITUATIONS AND ASSUMPTIONS

SITUATION

- Communications play a critical role in emergency operations, notification, and warning.
- Public safety communications are in many cases dependent on public infrastructure, or a combination of governmentally owned and public infrastructure, to provide and maintain system connectivity.
- All hazards may disrupt normal communications occasionally within and among local, state, and federal agencies and jurisdictions.
- The availability of emergency and backup communications is essential to all phases of emergency management.
- To avoid duplication of effort and to ensure proper utilization of state resources, a centralized communications center is necessary for message handling and coordination functions.

ASSUMPTIONS

- All communications systems in the City are operational except within the disaster area where only limited or no communications exist.
- All communications links between the City, County, and State Emergency Operations Center are operational.
- Communications to and within the disaster area require re-establishment or augmentation to provide communications for the State and Federal disaster relief operations. Temporary communication systems and mobile command units are available to augment the lack of communications within the disaster area.
- There may be situations when there will be no time or mechanism for warning the City's population or portions thereof.
- Local television and radio stations may be off the air due to power loss or other limiting circumstances.

CONCEPT OF OPERATIONS

Our City utilizes multiple communications systems. These range from switched telephone networks, cable, fiber optic, and microwave networks used by the public and government, to a dedicated radio network developed for use by our emergency response departments.
The Midwest City 911 Center is accessible to Authorized personnel only and is typically the first point of contact for the public during emergencies or significant events.
Emergency communication is defined as the ability of emergency responders to exchange information via voice, data, and video. Emergency response at all levels of government must have interoperable and seamless communications to effectively manage emergencies, establish command and control, maintain situational awareness, and function under a common operating picture for events or incidents. These systems must provide uninterrupted 24 x 7 x 365 communications capability.
An Emergency Operations Center is separate from the 911 Center, and uses a combination of networks to receive and disseminate critical information contributing to a common operating picture, including:

- Indications, observations, and warnings.

- Incident notifications.
- Public communications.
- Public safety radio use and monitoring

At incident sites, the Incident Commander has primary responsibility for incident communication relative to that incident or event. Under ICS, this task may be delegated to a Communications Unit Leader (COML).

Amateur radio operators may provide emergency backup radio communications between the EOC and critical facilities, various regional jurisdictions and or EOCs, and the State EOC should normal communications be disrupted.

It is important to use common terminology during emergency communications, so all agencies and jurisdictions are better able to understand each other. In accordance with NIMS, 10 and signal codes are not used.

In the event of an evacuation, ESF 2 (Communication and ESF 15 (Public Information) coordinate to distribute information to the public via radio, television, public address, social media, and door-to-door contact if necessary.

City departments with primary or secondary emergency functions connected with communication should assign appropriate personnel to carry out these functions.

City departments should each organize themselves to conduct emergency operations effectively.

ACTIONS

Actions initiated by ESF-2 are grouped into the phases of emergency management. Each phase requires significant cooperation and collaboration between all agencies in the area and the intended service recipients. ESF-2 encompasses a full range of activities from training to field services, including, but not limited to:

- Assessment of potential event impacts and communication needs.
  - Coordinating communications support assets.
  - Developing and maintaining primary and alternate communications systems for contact with local jurisdictions, state agencies, non-governmental organizations, and private sector partners.
  - The Emergency Manager or designee authorizes the use of the Emergency Alert System.

MITIGATION/PREPAREDNESS

- Weekly testing of outdoor warning devices.
- Regular maintenance of outdoor warning devices.
- Identifying mission-essential functions including 911 call processing, emergency dispatch services, and maintaining a 24-hour warning point.
- Provide and maintain off-site backup servers for system restoration.
- Assist in identifying and equipping alternate facilities, resources, and systems to serve as a backup for communications and dispatching services should the primary location become inoperable or unsafe.

- Developing, presenting, or hosting training classes for ESF-2 personnel, including training in the Incident Command System and procedures for pre-staging communications assets for rapid deployment.

RESPONSE

ESF-2 shall send a coordinator to the EOC at the request of the Emergency Manager to perform the following duties:

- Attend briefings and coordinate activities with other City, County, and State departments.
- Coordinate and facilitate any needed equipment repair or replacement.
- Assist with Incident Action Plan development.
- Maintain logs of activities and messages.
- Initiate internal notification and recall actions.
- Other duties as requested.
- Resource coordination into the affected areas from designated staging areas and coordination with other jurisdictions' ESFs or like functions to obtain resources and facilitate and effective response among all participating agencies.

At disaster sites, the Incident Commander has primary responsibility for site selection and parking control. Communication vans/vehicles should park in close proximity to each other to enhance cooperation and coordination in exchanging information and resolving disaster assistance problems.

RECOVERY

- Assist with assessing damage to Communications systems and PSAP.
- Continue to provide communications-related support until response activities are concluded or until they can be managed and staffed utilizing normally available resources.
- Participate in all aspects of after-action reviews, reports, and subsequent quality improvement activities.
- Coordinate communications support to all governmental, support, and volunteer agencies as required.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

GENERAL

ESF-2 is part of the Logistics Section.

ASSIGNMENT OF RESPONSIBILITIES

MIDWEST CITY INFORMATION TECHNOLOGY

Duties include, but are not limited to:

- Monitoring communications capabilities and resources, providing and maintaining communications and communications-related support during an event, emergency, or disaster.
- Providing updates on the potential impacts of communications resource damage, compromise, or interruption, resource shortfalls, and potential impacts on the ESF-2 mission.
- Coordinating the distribution of ESF-2 resources.

- Evaluating the event, making strategic decisions, identifying resource needs, and working with the EOC to secure resources required for field operations.
- Maintaining an inventory of personnel, equipment, and vendors for service restoration if needed. Entering into service contracts as appropriate.
- Demobilizing resources and deactivation of the ESF-2 function upon direction from the EOC Director
- Maintaining data networks and related services for the City with appropriate backups
- Restoration of radio systems is coordinated through ESF-2. Restoration of phone services should be done by telecommunication providers, in the following priorities:
    - Emergency numbers to City Police, Fire, and EMS.
    - City EOC to County and State EOCs and other field sites.
    - Numbers for city departments, community partners, and essential facilities.
    - All other numbers.
- Protection, restoration, and sustainment of City cyber and Information Technology resources

MIDWEST CITY EMERGENCY COMMUNICATIONS

- Provide continuous 911 service for the City
- Identify potential or existing equipment issues and coordinate with IT for repair
- Bring in additional staff as needed

MIDWEST CITY EMERGENCY MANAGEMENT

- Oversight of communications within the jurisdiction incident management and response structures
- Activation of outdoor warning devices when conditions warrant.

ASSISTING AGENCY RESPONSIBILITIES

Assisting Agencies support the Incident Command by::

- Performing or assisting with the above outlined tasks as requested by the ESF-2 Coordinator.
- Providing resources that complement the emergency response/recovery effort.
- Reporting current resource capabilities, difficulties, etc. as requested.

DIRECTION AND CONTROL

- Direction and control for any disaster operation will be centralized. The designated ESF-2 Liaison is to work in the MWC Emergency Operations Center, and act as coordinator for use of his/her department's assets and interface with assets of other departments.
- City Department and Agency leaders shall be responsible for directing primary activities of their organizations in connection with emergency transportation.
- The ESF-2 Coordinator shall be responsible for directing primary activities in connection with emergency communication.

CONTINUITY OF GOVERNMENT

Each department with a primary or secondary communication responsibility should assign at least three (3) lines of succession for any assigned staff.

ADMINISTRATION

The Communications Unit Leader/IT Unit Leader will review and update this plan annually, with any needed assistance from the Emergency Manager.

ESF #3 PUBLIC WORKS & ENGINEERING

FEMA LIFELINES:	Communications. Energy. Food, Hydration, Shelter. Energy, Transportation. Water Systems.
COORDINATING AGENCY:	MWC Engineering & Construction MWC Public Works
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Management MWC Engineering and Construction MWC WRRF
ASSISTING/COOPERATING PARTNERS:	Public Utilities
COUNTY COORDINATING AGENCY:	Oklahoma County Highway District Oklahoma City-County Health Department
STATE COORDINATING AGENCY:	Oklahoma Department of Transportation Oklahoma State Department of Health
FEDERAL COORDINATING AGENCY:	U.S. Army Corps of Engineers

PURPOSE

The purpose of this annex is to establish procedures for utilizing City resources for response to and recovery from an emergency, to include debris removal and disposal, engineering, construction and utilities restoration. ESF-3 functions also include maintaining fresh water, wastewater and solid waste facilities, emergency power supply, debris removal, and other missions relating to life saving or life protection humanitarian support.

ESF-3 support includes technical evaluation, engineering services, construction management and inspection, emergency contracting and property management assistance.

Activities within ESF-3 include, but are not limited to:

PUBLIC WORKS

- Emergency stabilization of damaged structures and facilities.
- Technical inspections of damaged structures.
- Developing guidelines for structural integrity.
- Determining condition of major City routes.
- Coordinating highway reopening.
- Provide for debris removal from unsafe structures, major roadways, and other areas.

WATER RESOURCES

- Restoration of potable water supply and sanitary wastewater capability.
- With ESF 5, coordinate the distribution of ice and drinking water to areas with extended outages.

SITUATION AND ASSUMPTIONS

SITUATION

- Disasters of any magnitude may cause property damage. reduce or eliminate the City's ability to supply potable water. render roads unusable and create debris that could impede recovery efforts.
- Extended outages at the water and/or wastewater facilities could result in development and spread of disease.
- Debris removal is vitally important. Failure to open roadways or bridges may result in delayed emergency response to survivors. Ongoing delays in debris removal may inhibit community recovery.

ASSUMPTIONS

- Disasters often render roads unusable. Downed trees or power lines can prevent emergency medical and fire services from entering affected areas.
- The County Highway District and State DOT will mirror the City's efforts to clear roads and move debris on jurisdictional highways and bridges after an incident.
- The Oklahoma National Guard assists with monitoring water quality and distributing water and ice where needed.

CONCEPT OF OPERATIONS

Following a significant incident or disaster, Midwest City Engineering & Construction and Midwest City Public Works and their partners should:

- Determine if City buildings are safe or need to be closed or otherwise secured, and coordinate with appropriate personnel to take necessary actions.
- Coordinate with other ESFs if there is damage to utilities or other infrastructure.
- Clear debris according to the prioritized public safety routes.
- Coordinate with local, State, and Federal damage assessment teams.

City departments with primary or secondary emergency functions connected with transportation should assign appropriate personnel to carry out these functions.

City departments should each organize themselves to conduct emergency operations effectively.

ACTIONS

Actions initiated by ESF-3 are grouped into the phases of emergency management. Each phase requires significant cooperation and collaboration between all agencies in the area and the intended service recipients. ESF-3 encompasses a full range of activities from training to field services, including, but not limited to:

- Alerting appropriate personnel to report to the EOC or other specifically identified location when activated.
- Reviewing building and construction plans according to local guidelines and requirements.
- Collecting detailed records of incident/disaster-related expenses for the duration of the event.
- Assisting Emergency Management with initial damage assessment and debris volume estimations in affected areas.
- Assisting in coordinating response and recovery support activities.
- Identifying private contractors and procurement procedures when necessary.
- Prioritizing debris removal activities.
- Posting appropriate signage to help secure unsafe public structures.
- Ensuring all repairs comply with any current building codes, land-use regulations, and any other City requirements.

MITIGATION AND PREPAREDNESS

- Review and update emergency procedures at least annually.
- Maintain utilities and public works maps as appropriate.
- Maintain detailed maintenance records, including photographs, for city roads, equipment, and buildings
- Complete mitigation projects from previous disasters with federal mitigation dollars.
- Maintain logs on public and private landfills including lists of landfills that will permit debris based on the following waste types:
    - Municipal solid waste.
    - Tires.
    - Construction and demolition.
    - Non-hazardous/inert materials.
    - Asbestos containing materials.
    - Materials containing flammable or hazardous chemicals.
- Train personnel in emergency procedures.
- Develop and execute emergency services contracts with local and national contractors to assist in repairs.
- Work with ESF 5 to organize and train damage survey teams. (OSHA 5610 Disaster Site Worker Train-the-Trainer).
- Ensure barrier, roadblock materials, light sets, mobile signs and other necessary equipment are available.
- Keep debris removal equipment in good repair.
- Identify potential 404 mitigation projects.
- Participate in emergency preparedness exercises.
- Ensure administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations.

RESPONSE

- Send Public Works and Water Resources Coordinator to EOC as requested by Emergency Manager or indicated by activation level. Coordinator(s) attend briefings and coordinate ESF activities.
- Survey disaster areas and evaluate in terms of engineering estimates.
- Repair EOC facilities and equipment as necessary.
- Assess damage in conjunction with ESF 5.
- Clear roads, construct temporary bridges and/or channel crossing and provide technical assistance for restoring water supply systems and sewage systems.
- Barricade damaged areas as directed.
- Develop time estimates for repair of water and wastewater systems.
- Determine ability to adequately respond and/or the need to request state or federal assistance.

RECOVERY

- Repair roads and coordinate repair of utilities as necessary.
- Coordinate private and volunteer repairs to utilities.
- Assist in providing potable water and sanitary facilities, as needed.
- Participate in compiling after-action reports and critiques.
- Make necessary changes and improvements to emergency operations plans.
- Engage in mitigation projects with federal dollars from previous disasters.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

GENERAL

- The Public Works Department should identify an ESF-3 Coordinator as described in the Basic Plan, including at least 3 trained individuals who can fill this role if needed.
- City departments and partner agencies with primary or secondary emergency functions connected with Public Works should assign appropriate personnel to carry out these functions and identify these personnel to Emergency Management.
- County and State agencies with primary emergency functions connected with public works should assign appropriate personnel to assist the City in carrying out the ESF 3 functions.

ORGANIZATION

ESF-3 is part of the Operations Section.

ASSIGNMENT OF RESPONSIBILITIES

MIDWEST CITY EMERGENCY MANAGEMENT

- Coordinate damage assessment activities, report to State EOC within 12 hours

MIDWEST CITY ENGINEERING AND CONSTRUCTION

- Engineering services and construction management
- Assist with structural damage assessment

OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT

The Emergency Management Department has primary responsibility to provide Public Works with a damage assessment capability by performing required initial (windshield) surveys, follow on assessment surveys or air video reconnaissance surveys through airborne video transmitting or on-the-ground assessment with video equipment.

Emergency Management shall inform the State Department of Health and Oklahoma Department of Agriculture, Food and Forestry of the exact locations of areas where there are extensive dead livestock and/or other agricultural debris problems.

MIDWEST CITY PUBLIC WORKS

- Infrastructure protection and emergency repair
- Emergency contracting for lifesaving and life-sustaining services
- Debris removal-immediate
- Debris removal – public property
- Emergency water and sanitation:
    - Facility damage assessment
    - Water production/distribution repair
    - Water supply inspection

ARMY CORPS OF ENGINEERS

The U.S. Army Corps of Engineers stands ready to assist the city, county, and state by participation in exercises and disaster scenarios and can provide the following types of assistance to the City in the event of an emergency that may not ultimately result in a Federal Disaster Declaration:

- Damage Survey teams or support to City teams
- Flood fighting assistance and materials, e.g. sandbags and pumps
- Levee and Flood Control Works technical assistance
- Levee and Flood Control Works rehabilitation, if active under the Corps of Engineers Public Law 84-99 levee program, if damaged by flood events
- Engineering support and other expertise, including but not limited to Civil, Structural, and Geotechnical Engineering. Hazardous, Toxic, and Radiological Materials. Real Estate assistance. Floodplain Management, and various other Federal Regulatory Program Assistance.

In the event the City receives a Federal Disaster Declaration resulting in the activation of the ESF-3, the U.S. Army Corps of Engineer, though the Tulsa District, can provide the following assistance. These efforts are coordinated with FEMA and pre-scripted Mission Assignments exist for many of the following, expediting their activation:

- Provide Damage Survey Teams or assistance to City teams.
- Assist with and Provide Urban Search and Rescue teams provision of bottled drinking water for basic human needs.
- Provision of bagged ice.
- Provision of emergency generator(s) to provide electrical power to critical facilities such as hospitals and clinics, law enforcement facilities, water and sewage treatment plants and facilities including lift/pump stations, etc..
- Debris removal and reduction.
- Temporary roofing and material supplies and installation.
- Construction or installation of temporary housing units either on individual properties or in a community setting with all utility support.
- Actively participate with Hazard Mitigation Team efforts.

CIVIL AIR PATROL

The Civil Air Patrol may provide damage assessment capability upon request by performing initial (windshield) surveys, follow on surveys, or air video reconnaissance survey through airborne video transmitting or on the ground assessment with video equipment. The CAP is requested through the State EOC, and availability depends on their other current tasking.

OKLAHOMA DEPARTMENT OF TRANSPORTATION

The ODOT shall work with the Oklahoma Water Resources Board (OWRB) to ensure the integrity of ground water by locating wellheads utilizing GPS/GIS technology. In the event additional help is needed, assistance may be obtained from the Department of Agriculture, Food and Forestry, the Department of Health, Oklahoma Military Department, the Oklahoma Chapter of Voluntary Organizations Active in Disasters (VOAD), and local government.

OKLAHOMA MILITARY DEPARTMENT

The Oklahoma Military Department shall assist the State, County, and City with its equipment and personnel, when requested, to remove debris and wreckage in disaster areas that are essential to the health, safety, and welfare of the public.

The Oklahoma Military Department has a secondary mission to utilize its forces to assist the city, county, and state, when requested, to make emergency repairs to roads, bridges, public buildings, or other public facilities in the disaster areas, which are essential to the health, safety, and welfare of the public. Requests for assistance should be made through ODOT.

OKVOAD AGENCIES

- Debris removal on private property

DIRECTION AND CONTROL

- Direction and control for any disaster operation will be centralized. The designated Public Works official (ESF 3 Coordinator) is to be in the Emergency Operations Center and act as coordinator for use of his/her department's assets and interface of assets of other departments.
- The Public Works Director shall be responsible for directing primary activities of Public Works and coordinating the activities of supporting agencies in connection with debris removal and disposal and engineering and construction and secondary activities in connection with utilities restoration.
- The department heads of the supporting departments shall direct all secondary activities in connection with debris removal and disposal.

CONTINUITY OF GOVERNMENT

- Lines of succession to each department head are according to the SOPs established by each department with a primary or secondary public works mission.
- Continuity of Operations for each department is according to the Continuity of Operations Plan (COOP) developed and published by each department with a primary or secondary public works mission.

ADMINISTRATION

The Public Works Director will review and update this annex annually, with any needed assistance from the Emergency Manager.

ESF #4 FIREFIGHTING

FEMA LIFELINES:	Food, Hydration, Shelter, Health and Medical. Safety and Security.
COORDINATING DEPARTMENT:	Midwest City Fire Department
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Management MWC Emergency Communications MWC Police Department MWC Public Works
ASSISTING/COOPERATING PARTNERS:	Oklahoma City County Health Department Oklahoma State Department of Health Regional Medical Response System SSM Health St. Anthony - Midwest EMS
COUNTY COORDINATING AGENCY:	Oklahoma County Department of Emergency Management Oklahoma County Wildland Taskforce
STATE COORDINATING AGENCY:	Oklahoma Department of Agriculture, Food and Forestry
FEDERAL COORDINATING AGENCY:	US Department of Agriculture

PURPOSE

The purpose of this annex is to establish an effective system for coordinated response to fire suppression during emergency or disaster situations.
The Midwest City Fire department is the coordinating agency with the state and federal governments for assistance provided with the National Response Framework's (NRF) Emergency Support Function (ESF) #4, Firefighting, in such areas as detecting and suppressing wildfires, rural and urban fires resulting from, or occurring coincidentally with, a catastrophic earthquake, significant natural disaster or other event requiring Federal response assistance.
Oklahoma County does not have firefighting capabilities and would provide assistance as a support agency only.
The State Department of Agriculture is the State's coordinating agency for federal government assistance available from the National Response Plan's (NRP) Emergency Support Function (ESF) 4, Firefighting.

SITUATION AND ASSUMPTIONS

SITUATION

- Most fire suppression operations are handled effectively by the City's Fire Department. Most problems they will face during major emergencies simply require an expansion of normal operations.
- Both natural and technological emergencies may result in the need for large-scale fire suppression. When extreme burning conditions occur, it is likely that wildfire incidents will be widespread and all fire protection forces may be committed very quickly, and for extended periods. Response to a wildfire emergency must be rapid to be effective.
- Catastrophic events such as tornados, hazardous materials incidents, lightning, etc. may cause major fires. Commitment of City Fire resources to two or more major operations may overextend the City Fire Department.

ASSUMPTIONS

- Fires will continue to occur throughout the City.
- During major or widespread emergencies, suppression requirements may exceed normal capabilities and require a coordinated response on a county or statewide basis.

CONCEPT OF OPERATIONS

Within the limit of their capabilities and jurisdictions, local emergency service agencies should perform basic fire suppression services. If requirements exceed local capabilities, require cross-jurisdictional action, or impact resources under State control, the appropriate State agencies or volunteer organizations should become involved. In some cases, State agencies may need to obtain local assistance for fire/rescue operations where initial responsibility rests with the State and the scope of the operations exceeds available State resources.

DETECTION AND MONITORING

The Oklahoma Forestry Services (OFS) cooperates with the National Weather Service and the U.S. Forest Service in the daily monitoring of weather conditions. The OFS utilizes MESONET weather stations located at sites throughout the state for purposes of observing and collecting fire weather data. The National Fire Danger Rating System (NFDRS) is used to rate fire conditions from day-to-day and area-to-area. This system provides the fire staff with information to make decisions about the risk of fire occurrence and severity. Current and forecast wind conditions are used to determine if they would support large and intense fires.

- Expected fire danger and smoke management information is broadcast each morning on NOAA weather radio.
- The OFS notifies the State EOC when very high and/or extreme conditions are forecast.
- Warnings are disseminated by the OFS communications system to the public and corroborators. The OFS uses two primary means of fire detection – aerial and public telephone – in its daily operations. Communications equipment is tested regularly to ensure that dispatching and reporting systems are working properly. Aircraft are assigned to areas of the state. The first priority use of aircraft is for fire detection. The frequencies of detection flights are determined by forecast and current weather conditions, historic and present fire occurrence and public activity.

ACTIONS

ESF-4 encompasses a full range of activities from training to field services, including, but not limited to:

- Assessment of Fire/Rescue service needs and potential impacts:
    - Fire/Rescue service personnel.
    - Fire/Rescue service equipment and supplies.
    - Fire/Rescue department related evacuation and re-entry support.
    - Emergency responder health and safety.
    - Chemical, biological, radiological, nuclear, explosive hazard monitoring/mitigation.
    - Mental health and crisis counseling for responders.
    - Fire/Rescue service public information and risk communication.
    - Fire/Rescue service management, command, and control of assets.
    - Fire/Rescue service activities related to terrorist threats and/or incidents.
    - Logistical staging areas and Points of Dispensing.
- Develop and maintain plans and procedures to provide firefighting and technical rescue services when needed.
- Document expenses whenever activated for a significant event or incident
- When activated and necessary, Fire/Rescue department representatives report to the local EOC or other specifically identified location to assist with coordination and operations.
- Fire/Rescue Department personnel may be asked to assist with warning and alerting, evacuation, communications, and emergency medical services.
- Requesting or providing mutual aid from/to neighboring jurisdictions.

Actions initiated by ESF-4 are grouped into the phases of emergency management. Each phase requires significant cooperation and collaboration between all agencies in the area and the intended service recipients

MITIGATION AND PREPAREDNESS

- Identifying and seeking funding for retrofitting critical facilities and providing auxiliary power.
- Providing personnel with the appropriate expertise to participate in activities designed to reduce or minimize the impact of future disasters.
- Maintaining a proactive posture on all fire and injury prevention strategies.
- Conducting planning with ESF-4 support agencies and other emergency support functions to refine Fire/Rescue service operations.
- Conducting public education for all-hazards and fire prevention programs.
- Developing and testing procedures for rapid field assessment, surveys, and information gathering.
- Conducting and participating in training and exercises for EOC and Fire/Rescue service response team members.
- Preparing and maintaining all emergency operating procedures, resource inventories, personnel rosters, and resource mobilization information necessary to perform lead agency functions.
- Maintaining liaison with support departments and agencies.
- Conducting and helping to facilitate all-hazard exercises involving ESF-4.

RESPONSE

- Coordinating operations at the ESF-4 position in the EOC and/or other locations as required.
- Establishing and maintaining a system to support on-scene direction/control and coordination with the EOC, or other entities as appropriate.
- Supporting established mutual aid procedures for Fire/Rescue response and other resources or capabilities as appropriate.
- Coordinating resource management and logistical support.
- Participation in EOC briefings, development of Incident Action Plans and Situation Status Reports, and attending meetings as necessary.
- Fire suppression, salvage, and overhaul.
- Responding to hazardous material accidents/incidents.
- Assisting with radiological control measures.
- Assisting with emergency medical services as necessary.

RECOVERY

- Maintaining documentation for initial damage assessment and incident impact on personnel, equipment, supplies, and the ability to provide services.
- Consulting with EOC staff and obtaining additional Fire/Rescue resources via established mutual aid agreements as necessary.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

GENERAL

The Operations Section Chief should coordinate the overall activities of firefighting during disasters.

Local Mutual Aid partners and Forestry Service firefighters should provide fire suppression assistance in support of local fire departments as requested and as fire conditions and available resources permit.

ORGANIZATION

ESF-4 is part of the Operations Section.

The Midwest City Fire Department is the primary coordinator in charge of ESF-4.
Other City departments should support the Fire Department as outlined in the text.
State agencies with primary emergency functions connected with firefighting capabilities should assign appropriate personnel to assist the City in carrying out ESF functions.

ASSIGNMENT OF RESPONSIBILITIES

MIDWEST CITY COMMUNICATIONS AND MARKETING

- Coordinate with Fire Dept. PIO for messaging

MIDWEST CITY EMERGENCY COMMUNICATIONS CENTER

- Provide primary and backup radio and telephone communications capabilities
- Provide communications operators at the ECC and Incident Command Post as needed
- Provide resources to act as outside contact operators

MIDWEST CITY EMERGENCY MANAGEMENT

- Request assistance, in accordance with department procedures, from the State Department of Emergency Management.
- Advise the State EOC of the development of any major wildfire. Also advise the State EOC if arson and/or state-owned property are involved.
- Advise the State EOC of rural homes and businesses that require emergency assistance.
- Coordinate with the U.S. Department of Agriculture and other Federal agencies in support of Emergency Support Function #4 of the National Response Framework.
- Provide weather updates to on-scene personnel, request national Weather Service support if needed
- Provide other assistance as requested.

MIDWEST CITY FIRE DEPARTMENT

- Coordinate firefighting activities within the City.
- Provide the necessary personnel, equipment, and materials to suppress fires on public or private forests or grasslands where the potential or actual destruction would be considered a major disaster.
- Advise the EOC of any major fire, either urban or wildland. Also advise the EOC if arson and/or government-owned property are involved.
- Advise the EOC of homes and businesses that require assistance.
- Coordinate with the State Department of Agriculture as well as Federal Agencies in support of ESF 4 of the National Response Plan.

MIDWEST CITY FIRE MARSHAL

- Investigate and determine the cause of fires where the cause may be other than by natural means.
- Upon request, assist the Chief Medical Examiner in the investigation of deaths caused by fire in a natural disaster.
- Provide code enforcement.
- Assist local governments with inspection of structures after disasters to prevent fire hazards.

MIDWEST CITY POLICE DEPARTMENT

- Assist with traffic control.
- Assist with evacuation, if needed.
- Provide protection for personnel working at the scene.

MIDWEST CITY PUBLIC WORKS

- Coordinate the disconnection of electric power and natural gas lines when a natural disaster causes the rupture of natural gas lines and the ignition by sparking electric lines for potential fires and/or explosions.
- As requested, provide personnel, equipment, and other appropriate resources in support of operations.
- Assist law enforcement officials in maintaining traffic flow into and away from the affected area.
- Work with Public Utilities to control hazards at the scene.
- Ensure an adequate water supply for fire suppression

SSM HEALTH ST. ANTHONY - MIDWESTSSM HEALTH ST. ANTHONY - MIDWEST EMS

- Provide standby assistance at any incident
- Provide assistance at firefighter rehab site
- Provide medical services to firefighters, survivors, and citizens

OKLAHOMA CITY-COUNTY HEALTH/REGIONAL MEDICAL RESPONSE SYSTEM

- Monitor the situation, informing hospitals, long-term care facilities, and assisted living centers of changing conditions in case evacuations are needed.
- Work with medical response system partners keeping them informed of dangers that may require action on their part.

DIRECTION AND CONTROL

Direction and control of fire suppression operations will be conducted by Midwest City Fire. If the State EOC is operational, requests for assistance should be coordinated by the Department through the EOC. If the EOC is not operational, requests for assistance should be made to the Department of Agriculture, Food and Forestry and the State EOC advised of the situation as soon as it is activated.

No administrative process shall interfere with operations essential to suppressing wildfires and thereby preventing injury, loss of life and significant property damage. During a fire emergency, the process to access supplemental state resources shall be simplified to expedite their use in a timely manner and prescribed in a Standard Operating Procedure (SOP).

For fire suppression, additional resources may be available from nearby public and private firefighting companies. Local emergency service agencies also represent a resource for search and rescue operations.

CONTINUITY OF GOVERNMENT

Each department with a primary or secondary ESF-4 responsibility should designate at least three (3) lines of succession for any assigned staff.

ADMINISTRATION

The Midwest City Fire Chief will review and update this annex annually, with any needed assistance from the Emergency Manager.

ESF # 5 EMERGENCY MANAGEMENT & PLANNING

FEMA LIFELINES:	ALL
COORDINATING DEPARTMENT:	MWC Emergency Management
ASSISTING CITY DEPARTMENTS:	All City Departments, Boards and Commissions
ASSISTING/COOPERATING PARTNERS:	All State Voluntary Organizations Mid-Del Amateur Radio Club MWC Whole Community Planning Group
COUNTY COOORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	Federal Emergency Management Agency

PURPOSE

The purpose of this ESF is to coordinate and organize emergency management resources in preparing for, responding to, and recovering from emergency/disaster incidents that affect the City of Midwest City.
ESF-5 directs, controls, and coordinates emergency operations. ESF-5 must help ensure the implementation of actions as called for in this plan, coordinate emergency information to the public through ESF 2/Communication and ESF 15/Public Information, and coordinate with local jurisdictions and the Oklahoma State EOC should assistance be required.
The Emergency Management Support Function (ESF-5):

- Identifies and organizes the resources (human, technical, equipment, facility, materials, and/or supplies) available to Midwest City to address and support emergency management needs in the event of natural or man-man disasters or emergencies.
- Identifies the responsibilities of organizations charged with providing emergency management assistance in the case of a large-scale event or incident, disaster, or emergency.
- Is established to help assure the provision of emergency management services to Midwest City and the private-sector response before, during, and after an incident/event.
- Provides procedures and resources to help determine the severity and magnitude of natural or man-made events or incidents.
- Helps ensure policymakers and responders at all levels receive coordinated, consistent, accurate, and timely information, analysis, advice, and support

- Assesses impact and damage to help determine the resources required to restore emergency management systems
- Conducts regular weather and hazard monitoring; initiates advisory and warning actions when needed.
- Coordinates with local governments and other Assisting Agencies in helping resource providers obtain necessary information, equipment, specialized labor, fuel, and transportation support, to repair and restore critical infrastructure and services.
- Coordinates information with local, State, Tribal, and Federal officials and resource providers regarding available emergency management response and recovery assistance.
- Provides technical assistance concerning emergency management systems and coordination

SITUATIONS AND ASSUMPTIONS

SITUATION

- During a period of increased readiness or extreme emergency in which loss of life or property damage has occurred or appears imminent, the Midwest City Emergency Operations Center will be elevated to the level dictated by the gravity of the situation. All departments and organizations having emergency responsibilities will be advised when the EOC level is changed.
- All emergency operations will be conducted under the authority of the City Ordinances of Midwest City, and the laws of Oklahoma and/or executive orders or authorities delegated by law to the elected or appointed officials of the State of Oklahoma.
- Many disasters produce extensive property damage. When this occurs, a planned damage assessment strategy is essential for proper response and recovery operations.

ASSUMPTIONS

- Most emergency situations are handled routinely by local and state government agencies and volunteer service organizations.
- In the initial stages of an emergency, information from the affected areas may not be available, accurate or detailed. Through the efforts of the City responders, initial information may be reported within a few minutes following the onset of the disaster.
- The Emergency Operations Center will support the dissemination of approved Emergency Public Information.
- Preliminary damage assessment information is critical to determine the need for state and federal response and recovery assistance.
- In very large-scale disaster situations that are beyond the capabilities of the City or county, the State should provide centralized direction, and assistance.

CONCEPT OF OPERATIONS

GENERAL

- The EOC activation level may be elevated by the Emergency Manager, or City Manager or their designee, when it appears the City of Midwest City is or may be in imminent danger of loss of lives or significant property damage.
- Midwest City Emergency Management is the department primarily responsible for assessing the situation and the needs of the population affected. Based on the needs of the situation,

designated representatives may be requested to report to the EOC to coordinate that agency's activities when the EOC is activated.

- The Emergency Manager or his/her designee will activate alert and warning procedures in accordance with department standard operating procedures.
- During emergencies, the EOC is located in the training room in the basement of City Hall and the alternate EOC is located at the Police/Fire Training Facility, 8754 SE 15th Street.
- ESF-5 typically operates from the EOC on a 24/7 schedule to maintain continuity of emergency management services. Schedule modification should occur according to incident needs or complexity. At times, or when specifically requested, ESF-5 may operate from field locations including within a designated Incident Command Post, or another jurisdiction's EOC.
- During EOC activation, the MAC or Policy Group makes resource allocation decisions, with guidance from the Emergency Manager and the affected ESF organization. The local on-scene Incident Commander or other appropriate staff will identify further mission tasking as needed.
- Each Support Organization assisting in an ESF-5 assignment retains administrative control over its own resources and personnel but will be under the operational control of ESF-5.

PLANNING

Emergency Management coordinates planning activities including immediate, short-term, and long-range planning. Emergency Management helps maintain situational awareness of the threat or incident, in coordination with the appropriate local entities, state agencies and volunteer organizations. The EOC monitors potential or developing incidents and supports the mitigation and response efforts of regional and field operations. The EOC coordinates operations and situational reporting to the City Manager and State EOC when appropriate.

The Planning Section provides for the collection, evaluation, development, dissemination, and use of information regarding incident status and Response. The Planning Section is responsible for the Incident Action Plan process. This includes preparing and documenting incident priorities, establishing the operational period and tempo, and developing staffing plans related to the incident as needed. The Planning Section enlists Subject Matter Expert (SME) support for incidents requiring specific technical knowledge. Examples of SMEs include: CSEPP Hazard Analysts, Radiation Control, the National Weather Service, and Geologic Survey personnel. The position of Planning Section Chief is a position within Incident Command.

ACTIONS

Actions taken by ESF-5 are grouped into the phases of emergency management: preparedness, mitigation, response, and recovery. Each phase requires specific skills and knowledge. Each phase requires significant cooperation and collaboration between all supporting agencies and the intended service recipients. ESF-5 encompasses a full range of activities from training to providing field services, to potentially include:

MITIGATION AND PREAPAREDNESS

- Define, identify and encourage hazard mitigation activities, helping reduce the probability or impact of a large-scale incident or disaster.
- Maintain the EOC in a constant state of operational readiness.
- Provide for adequate communications capabilities.

- Assign EOC staff positions to qualified personnel. provide training where needed.
- Maintain a disaster-resistant EOC.
- Develop and sustain an emergency operations capability and illustrate that capability in the Emergency Operations Plan.
- Maintain a notification roster of EOC personnel and their alternates.
- Establish a system and procedure for notifying EOC personnel of activation or other critical information.
- Identify adequate facilities and resources to conduct emergency operations at the EOC, to include a secondary location.
- Inform officials of EOC operations.
- Maintain/obtain supplies and food for emergencies.
- Maintain a system to recognize credentials of associated agencies/personnel.
- Test and exercise plans and procedures and conduct community outreach/mitigation programs.
- Ensure compatibility between this plan and the emergency plans and procedures of key facilities and public or private organizations within the City.
- Help develop and/or recommend accounting and record-keeping procedures related to costs and expenses incurred during an incident, emergency, or disaster.

RESPONSE

- Elevate the EOC operational level, as required.
- Respond to the emergency as appropriate.
- Coordinate incident management and response efforts
- Estimate the nature and scope of the hazard, including the area of potential impacts, population(s) at risk, estimate the extent of the damage and loss of functionality to essential facilities and infrastructure.
- Coordinate all emergency operations.
- Coordinate with the State Department of Emergency Management, DHS/FEMA and other Federal agencies in support of Emergency Support Function #5 of the National and Regional Response Plans.
- Collate and consolidate the incoming situation reports pertinent to the respective department, agency, or organization.
- Establish and maintain a system supporting on-scene direction/control and coordination with the State EOC and other applicable coordination entities as appropriate.
- Brief the County Emergency Management Office and Oklahoma Department of Emergency Management on the respective situations, enter into WebEOC if possible.
- Make individual EOC staff assignments as needed.
- Coordinate implementation of mutual aid requests or agreements with Supporting Organizations.
- Provide, track, and manage resources (personnel, teams, facilities, supplies, equipment) as necessary.
- Conduct initial and follow up damage assessments
- Maintain severe weather monitoring and warning as needed. Request assistance from the National Weather Service if necessary.

RECOVERY

- Continue long-term response and coordination of resources.
- Plan for the demobilization of operations personnel.
- Provide the required briefings and submit reports.
- Incorporate mitigation efforts into recovery activities when possible.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

GENERAL

- ESF-5 is coordinated by the Emergency Manager.
- In the event of a disaster, the EOC or alternate EOC will exercise general supervision and coordination of all assets.
- Upon Level I EOC activation, each ESF Coordinator should send a liaison to the EOC.
- The City must maintain personnel trained and ready to fill key EOC staff positions.
- All City departments should support emergency operations when needed and may need to suspend non-essential operations to do so.

ORGANIZATION

MULTI-AGENCY COORDINATION (MAC)GROUP

- City Manager
- Mayor
- Vice Mayor
- Finance Director
- City Attorney
- Public Works Director
- Hospital Administrator
- School Superintendent

EOC PERSONNEL

- Emergency Manager
- Deputy Emergency Manager
- Fire Chief or designee
- Police Chief or designee
- EMS Director or designee
- Public Information Officer (s) if no JIC
- Finance/Admin Section Chief
- ESF Liaisons
- Planning/Resource Officer
- Support Staff
- County Sheriff or designee
- County Chief of Health Services
- Situation Unit/GIS mapping personnel
- Subject Matter Experts and Technical Specialists

INCIDENT COMMAND POST PERSONNEL

- Incident Commander
- Safety Officer
- Public Information Officer
- Liaison Officer
- Operations Section Chief
- Logistics Section Chief
- Resource Unit Leader
- Time Unit Leader

Some of these positions may choose or need to operate at the EOC. All the Section Chiefs may or may not have Deputies, and branches and/or divisions as well as specific units under them, depending on the complexity and scope of the incident.

Incident Command must identify at least one staging location where responding personnel check in and
out.

ASSIGNMENT OF RESPONSIBILITIES

The City Emergency Manager (MWCEM), under the supervision of the City Manager, is responsible for the implementation of plans and emergency operations for the protection of citizens of Midwest City.

MONITORING, DETECTION, ALERT AND WARNING

EMERGENCY COMMUNICATIONS CENTER (ECC)

Midwest City's Emergency Communications Center provides a single point to disseminate information and warnings to governmental officials that a hazardous situation could threaten or has threatened the general welfare, health, safety, and/or property of the city's population. In addition, the Emergency Communications Center provides continuous situational monitoring during non-emergency periods as well as in times of emergencies and disasters.

Midwest City Emergency Management monitors the National Weather Service on a daily basis to detect weather threats for the city and receives reports from the Fusion Center for possible threats and local jurisdictions regarding local events.

Midwest City Emergency Management initiates warnings and emergency notifications when conditions threaten the safety of the City or its citizens. The Emergency Manager will notify the State Emergency Operations Center of significant impacts as soon as is practical. Once Emergency Operations Personnel report to the Emergency Operations Center, the Emergency Manager or designee will conduct a situational briefing and request all ESFs to plan accordingly and may request certain ESFs to deploy resources immediately.

DIRECTION AND CONTROL

Emergency Operations require centralized control and management. The officials designated to work in the EOC coordinate the use of resources and interface with other agencies in support of the primary agency.

The Emergency Manager will develop the criteria for transfer of control from the Primary to the alternate EOC(s) and will develop appropriate procedures for staffing and operating the alternate EOC consistent with plans to continue operations.

CONTINUITY OF GOVERNMENT

The line of succession for the Emergency Manager will be Emergency Manager, Deputy EM Director, Fire Chief, and Police Chief.

Continuity of Operations for each department is according to the Continuity of Operations Plan (COOP) developed and published by each department with a primary or secondary mission.

ADMINISTRATION

The Emergency Manager or City Manager or their designee should enter into any agreements or understandings between this office and local groups or organizations as necessary for the implementation of this plan.

The Emergency Manager is responsible for maintaining and updating this annex annually.

ESF #6 MASS CARE, HOUSING, & HUMAN SERVICES

FEMA LIFELINLES:	Food, Hydration, Shelter. Health and Medical. Safety and Security
COORDINATING AGENCY:	American Red Cross/Midwest City Emergency Management
ASSISTING PARTNERS:	Mid-Del Schools Oklahoma Department of Mental Health and Substance Abuse Services OKVOAD
COUNTY COORDINATING AGENCY:	Oklahoma City-County Health Department
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDIATING AGENCY:	American Red Cross

PURPOSE

The purpose of this annex is to establish a procedure for providing sheltering, feeding, emergency first aid, bulk distribution of relief supplies and survivor registration to meet the immediate needs of the survivors during and after the occurrence of a disaster or emergency.

The Department of Emergency Management will coordinate with the federal government for assistance provided in the National Response Framework's (NRF) Emergency Support Function (ESF) #6, Mass Care, Housing and Human Services.

SITUATION AND ASSUMPTIONS

SITUATION

- Disasters may destroy the homes of persons living in the affected area. Disaster survivors whose homes were severely damaged or destroyed will be sheltered if needed.
- All survivors who are housed at temporary emergency shelters will require food, water, emergency first aid, and other mass care services.
- The PETS Act of 2006 requires that jurisdictions planning for sheltering people must also plan for sheltering their pets.
- Buildings pre-designated as shelters may be damaged and rendered unusable by the disaster. Alternate facilities must be identified.
- Certain agencies provide daily services or assistance to citizens in need. There are occasions when similar services are needed during emergency situations, such as feeding, congregate sheltering, emergency first aid, family reunification and bulk distribution of relief supplies.

ASSUMPTIONS

- OKVOAD volunteers or other shelter workers may not be able to report for assignments.
- Shelters and utilities in affected areas may be damaged or destroyed. Secondary hazards may also necessitate relocation of shelters.
- Relief supplies, tents, food, and potable water may not be available for several days.
- Midwest City Emergency Management (MWCEM) will coordinate Mass Care and emergency individual assistance with assistance from OKVOAD. In most situations, the American Red Cross will manage and operate shelters.
- OKVOAD agencies will provide for emergency mass feeding, mass sheltering, emergency first aid, disaster welfare inquiry, and bulk distribution of disaster relief supplies for disaster displaced citizens.
- Mutual support agreements with volunteer service organizations and other support groups should be obtained as needed and their services utilized to the maximum.

CONCEPT OF OPERATIONS

- MWCEM and OKVOAD will coordinate and provide support to the mass care efforts, as well as provide support during the emergency and continue long-term support to the survivors during the recovery process.
- The OKVOAD will fully participate in planning for feeding, sheltering, emergency first aid, disaster welfare inquiry and recovery assistance to meet emergency disaster needs of disaster survivors.

ACTIONS

Actions initiated by ESF-6 are grouped into the phases of emergency management. Each phase requires significant cooperation and collaboration between all agencies and the intended service recipients. ESF-6 identifies the resources available to address and support mass care, temporary sheltering, and human services needs in the event of either a natural or man-made disaster.

MITIGATION AND PREPAREDNESS

- Participation in temporary shelter demand studies.
- Coordination with Midwest City Emergency Management and other entities regarding public education programs to reduce shelter demand.
- Educate citizens on disaster preparedness.
- Coordination to incorporate shelter features within public building projects as feasible.
- Identify and organize the resources (human, technical, equipment, facility. Materials and/or supplies) available to the City of Midwest City to address and support mass care, temporary sheltering and human service needs in the event of either a natural or man-made disaster or emergency.
- Review and update emergency services disaster plans to include written agreements when necessary.
- Identify and coordinate the responsibilities of agencies and organizations charged with providing mass care, temporary sheltering, and other disaster caused needs.
- Plan for a coordinated public information effort that respects and works with the existing public relations plans of all voluntary agencies. (See ESF #15).
- Ensure administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations.
- American Red Cross provides shelter operations and mass care training to City staff.

RESPONSE

- Coordinate the activation, staffing and management of shelter and feeding sites as needed. Coordinate the provision of food, shelter, disaster welfare inquiry and bulk distribution of relief supplies.
- In coordination with emergency management, the Mass Care Lead will manage mass care according to the State of Oklahoma's Multi-Agency Shelter Plan dated August 2016, with delivery of mass care through the American Red Cross, Salvation Army, Southern Baptists, and other NGOs in accordance with the requirements of their internal policies.
- Coordinate the notification to the public of all information on locations and hours of operation on emergency shelters, service centers and bulk distribution sites.
- Coordinate with OKVOAD, ARC and The Salvation Army to assign staff, when requested, to the Emergency Operations Center (EOC). Staff members should act as liaisons among the decision-making ARC Disaster Operational Team, other voluntary organizations present and Agency representatives at the EOC.
- Coordinate with ESF-13 to review communications, traffic control, and security for each shelter location.

RECOVERY

- Publish information on emergency services, locations and hours of operation in cooperation with all service providers.
- Coordinate with other agencies and organizations to provide assistance to meet disaster caused needs.
- Coordinate with OKVOAD to provide assistance in the form of staff for Multi-Agency Resource Centers and Disaster Recovery Centers in cooperation with voluntary agencies.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

GENERAL

ESF-6 encompasses multiple services. Successful ESF-6 implementation requires extensive collaboration between coordinating and Assisting agencies through all phases of emergency management.

ORGANIZATION

ESF-6 is part of the Operations section.

ESF-6 is unique in that the lead agency is a non-governmental organization. The American Red Cross, Central and SW Oklahoma Chapter partners with local emergency management agencies to provide mass care and sheltering when necessary.

ASSIGNMENT OF RESPONSIBILITIES

AMERICAN RED CROSS

- Identify and validate shelter resources within Midwest City limits.
- Designate a Red Cross official to manage the activities at the shelter facility.
- With the facility coordinator, conduct a survey and inventory of the facility before it is turned over to the Red Cross.
- Coordinate with law enforcement resources regarding any security or safety issues at the facility.
- May post signage as appropriate.

- Provide a Public Information Officer for shelter operations.
- Conduct shelter operation activities according to DMWT Facility Use Agreement JT V 3.0 2021.03.31.

MIDWEST CITY EMERGENCY MANAGEMENT

- Provide support to all mass care providers by coordinating and facilitating actions as the primary coordinating agency.
- When applicable, and agreed upon, assist State Emergency Management officials in administering the Individual and Households Program (IHP) for the State following Presidentially declared disasters in accordance with the most recent IHP State Administrative Plan (SAP).
- Coordinate with all emergency welfare service groups, local and state government, and local emergency operations centers.
- Coordinate the development and maintenance of emergency aid agreements with agencies, organizations and groups active in disaster as needed to meet the situation.
- Ensure adequate resources are identified to support the disaster mission.
- Coordinate with the OKVOAD agencies to maintain adequately trained staff to support the disaster operation.
- Cooperate with the American Red Cross to provide shelter operations according to DMWT Facility Use Agreement JT V 3.0 2021.03.31.

OKLAHOMA VOLUNTEER ORGANIZATIONS ACTIVE IN DISASTER (OKVOAD)

- Provide immediate response to meet the needs of disaster survivors. As stated in PL 93-288 as amended, the ARC will provide mass care in cooperation with all OKVOAD agencies.
- Provide damage assessment summaries for the EOC, state and local officials and other agencies as requested.
- Provide a liaison representative to the EOC.
- Coordinate with local, state and federal authorities (Joint Information Centers) on all public affairs information, and cooperate with all existing OKVOAD agency public information plans. (See ESF-15)

OKLAHOMA CITY-COUNTY HEALTH

Perform food inspections and coordinate Emergency Medical Service providers as needed. Upon request by emergency management, ESF-8 should coordinate with shelter operations to conduct assessments of residents in the shelters.

MID-DEL SCHOOLS

Provide support as required in the areas of facilities, transportation and communications.

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

Provide support as required in the areas of mental health and counseling. and write and oversee Crisis Counseling (immediate and regular service) grants as coordinated with MWCEM.

CONTINUITY OF GOVERNMENT

Lines of succession to each department head are according to the SOPs established by each department or agency with a primary or secondary mission.

ADMINISTRATION

The Emergency Manager and Red Cross Liaison will review and update this annex annually.

ESF #7 LOGISTICS & RESOURCE SUPPORT

FEMA LIFELINES:	Communications. Food, Hydration, Shelter. Health and Medical. Safety and Security. Water Systems.
COORDINATING CITY DEPARTMENT:	MWC Emergency Management
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Finance Department MWC Fire Department MWC Information Technology MWC Public Works
ASSISTING/COOPERATING PARTNERS:	OKVOAD organizations Public Sector Partners Top Tier Tactical
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	US General Services Administration

PURPOSE

The purpose of this annex is to establish effective procedures to coordinate support response and/or resources of city departments and agencies and preserve the continuity of their respective departmental and agency functions. It also provides for the resumption of such functions with a minimum of interruption in the event of natural or human caused emergency.

This ESF provides for the acquisition, tracking, and movement of several types of resources not available through a local government agency, including:

- Material resources (i.e., instrumentation, field and office supplies, body bags, etc.)
- Office and workspaces for disaster workers
- Temporary housing for incoming emergency relief personnel
- Communications equipment
- Personnel, including persons with specialized technical knowledge

The Midwest City Department of Emergency Management will coordinate with the State Department of Emergency Management for assistance provided with the National Response Framework's (NRF) Emergency Support Function (ESF) #7, Resource Support.

SITUATION AND ASSUMPTIONS

SITUATION

- During the period of a natural or human caused emergency in which great damage may occur within Midwest City, a condition may exist in which emergency supplies and resources may be limited.
- Disasters may severely limit the City's ability to respond with adequate resources before requesting assistance from other agencies or outside vendors.
- The City has several vendors ready to assist during an emergency.
- Obtaining resources from private vendors through any other means outside of City policy may not be reimbursable.

ASSUMPTIONS

- The City should exhaust all available local resources before requesting assistance from outside vendors, County, or State government.
- The Logistics Section Chief should attempt to obtain resources needed by any agency in support of the emergency mission.
- The Finance Section must track all deployed resources, equipment utilized, and funds expended.

CONCEPT OF OPERATIONS

The principal executive or representative of the individual member agencies, boards, commissions or organizations designated as members of the resources group should report to the Emergency Operations Center on its activation or when requested as dictated by the emergency.

ACTIONS

ESF-7 actions are divided into the four phases of emergency management: mitigation, preparedness, response, and recovery.

MITIGATION AND PREPAREDNESS

- Develop procedures and policies to request resources from outside vendors, County, and State agencies.
- Prepare an Emergency Services Agreement template for outside vendors.
- Develop a mechanism with the Finance Department for tracking resource requests in the EOC during emergency operations.
- Maintain a list of vendor contacts for use after normal business hours.
- Develop Standard Operating Guidelines to coordinate with other local agencies to ensure that necessary resources do not exist elsewhere in City government.
- Develop a list of warehouses in the City for use in storing donated goods.
- Develop a Standard Operating Guidelines for routing resources to staging areas, including:
    - Coordination of routing requirements with ESF 1.
    - Handling communications incompatibilities.
    - Expected deployment for certain types of emergencies.
    - Resources each department plans to deploy to staging areas.
    - Weights and surface requirements for vehicles expected to be deployed to staging areas during emergency operations-restrictions may be temporarily waived by the Governor.

- Coordinate with the County and State to determine proper methods of requesting county, state and/or federally owned resources when needed.
- Prepare and maintain a current list of personnel, materials and their locations needed to accomplish their assigned responsibilities.
- Develop contingency plans for the personnel of each department, agency or organization to ensure their safety and the continuity of the functions of the department, agency or organization.
- Develop plans for personnel of each department, agency or organization to report personnel locations and availability for duty.
- Develop plans for the resumption of the departmental or organizational functions with a minimum of disruption, including relocation of the department, agency or organization, if required.
- Ensure administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations.

RESPONSE

- Activate resource/volunteer staging areas at facilities requested by Incident Commander and initiate response activities.
- Implement staging area plans as necessary. Midwest City Fire Prevention Officers will staff and manage staging areas
- Receive and record data from ESFs concerning deployment of resources.
- The Red Cross should request logistical support according to their policies, as needed.
- Regularly update ESF 5 on staging area statuses.
- Request resources needed to support staging area operations from the pertinent ESF.
- Coordinate with the State Department of Emergency Management and Federal General Services Administration and other Federal agencies.

RECOVERY

- Maintain logs of activities, messages, etc. for use in applying for federal disaster assistance, and for use in after action reports following demobilization.
- Initiate internal notification procedures as appropriate.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

GENERAL

- The Logistics Section will coordinate with the following: Midwest City Purchasing Agent, Fleet Manager, Fire Department Logistics Officer, Police Department Logistics Officer, Donations Management Coordinator, Volunteer Coordinator to secure and track all necessary resources.

ORGANIZATION

- ESF-7 is part of the Logistics Section. The Resource Unit is part of the Planning Section.
- Staging areas should be spread evenly throughout the City. ESFs requiring specialized resources should choose staging area location based on the capability to resupply without barriers to transportation.

ASSIGNMENT OF RESPONSIBILITIES

In the absence of a designated Logistics Section Chief, the Emergency Manager may coordinate ESF-7.

MWC COMMUNICATIONS AND MARKETING

Provide accurate and timely messaging about any needed or requested donations and discouraging unsolicited donations.

MWC FINANCE DEPARTMENT

- Provide guidance to the Resource Unit and Incident Commander regarding the feasibility of suggested tactics that would involve expenditure of city funds.
- Track costs and document time for all resources.

MWC FIRE DEPARTMENT

Support Logistics efforts in the Incident Command.

MWC INFORMATION TECHNOLOGY

Provide reliable interoperable communication to responders. This may require additional resources.

MWC PUBLIC WORKS

Provide equipment for debris removal, perimeter enforcement, and other incident objectives.

DIRECTION AND CONTROL

All logistics requests should go through ESF-7, coordinated with the EOC. The Resource unit will monitor and track the status of all incident resources.

CONTINUITY OF GOVERNMENT

- Lines of succession will be in accordance with Standing Operating Procedures established by each department, agency or organization.
- Continuity of Operations for each department will be according to the Continuity of Operations Plan (COOP) developed and published by each department with a primary or secondary mission.

ADMINISTRATION

The Emergency Manager will review and update this annex annually.

ESF #8 PUBLIC HEALTH & MEDICAL SERVICES

FEMA LIFELINES:	Public Health and Medical
COORDINATING DEPARTMENTS:	Oklahoma City-County Health Department and/or Regional Medical Response System
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Management MWC Emergency Communications MWC Fire Department
ASSISTING/COOPERATING PARTNERS:	Friedrich, Barnes, and Pope Funeral Home Oklahoma Department of Mental Health and Substance Abuse Services Oklahoma Medical Examiner's Office SSM Health St. Anthony - Midwest EMS SSM Health St. Anthony - Midwest
COUNTY COORDINATING AGENCY:	Oklahoma City-County Health Department, and/or Regional Medical Response System
STATE COORDINATING AGENCY:	Oklahoma State Department of Health Oklahoma Department of Agriculture, Food and Forestry
FEDERAL COORDINATING AGENCY:	US Department of Health and Human Services

PURPOSE

The purpose of this annex is to establish effective procedures to provide emergency health and medical service to the people of Midwest City during and after a natural or human-caused emergency. This annex also addresses maintaining Public Health standards throughout the duration of an emergency.

This ESF provides guidance, prioritization, and coordination of resources involved in the triage, treatment, and medical evacuation of disaster survivors.

ESF-8 is responsible for procedures for response to the environmental, health, and medical needs in the event of a natural or human-caused disaster.

In accordance with the Oklahoma Catastrophic Health Emergency Powers Act (O.S. 63:6101), the Oklahoma Catastrophic Health Emergency Plan was developed as an addendum to ESF #8. Its purpose is to prepare for (1) acts of terrorism, (2) resurgent infectious diseases, (3) mass casualty incidents and (4) foreign animal diseases.

SITUATION AND ASSUMPTIONS

SITUATION

- Natural or human caused emergencies could occur within the boundaries of the City of Midwest City and would require coordinated use of all health and medical resources available.
- Adequate resources are available within the boundaries of the State of Oklahoma to meet most foreseeable short-term emergencies.

ASSUMPTIONS

- Local resources should be fully employed before committing state assets.
- The Commissioner of Health is responsible for coordination of all state health and medical services in response to man-made or natural emergencies.
- All Department of Health personnel will remain under the direction and control of the Commissioner of Health during any activation of this plan.

CONCEPT OF OPERATIONS

The scope of medical and public health services should be adjusted to the size and type of disaster. For further details concerning response to a medical/ public health emergency, see the Following, or consult any ESF 8 agency:

- **Regional**: Region 6/8 Healthcare Coalition (HCC) Emergency Response Plan and associated annexes, approved annually
- **State**: Oklahoma State Department of Health's "Oklahoma Public Health & Medical System Emergency Response Plan" (2022).
  Oklahoma State Catastrophic Health Emergency Response Plan (2019)
- **County**: Oklahoma City-County Health Department Public Health Emergency Response Plan (2019)

The Oklahoma City- County Health Department will keep the Commissioner of Health, the Director of the Department of Emergency Management and the Director of the Oklahoma Office of Homeland Security informed of the status of medical and health services during emergency operations.

The RMRS Director will keep the EMSA President, the Office of the Medical Director, the Oklahoma City-County Health Department, the Oklahoma State Department of Health, and the Midwest City Emergency Manager, informed of the status and needs of the medical system during emergency operations.

ACTIONS

MITIGATION AND PREPAREDNESS

- Develop and maintain contingency plans to ensure the continuity of functions.
- Develop and maintain plans for providing public health and medical services.
- Promote wellness among Oklahoma County residents with public outreach and education programs and services.
- Identify available medical facilities, personnel and medical supplies.
- Conduct training sessions and exercises.
- Review and update Mass Fatality Management Plan

RESPONSE

- Locate and alert personnel.
- As requested, send a representative to the Midwest City EOC to perform the following functions:
    - Consolidate the incoming health and medical reports and maintain the situation report.
    - Brief the Emergency Manager and City Manager.
    - Provide information and recommendations.
    - Coordinate the need for and distribution of medical personnel, supplies and services.
    - Coordinate the health needs in congregate shelters and other disaster related facilities with the American Red Cross.
    - Coordinate with Department of Mental Health and Substance Abuse Services to ensure mental health, behavioral health, and substance abuse needs are addressed.
    - Address specific medical considerations associated with mental health, behavioral health, and substance abuse for incident survivors as well as response workers.
    - Coordinate with the Department of Human Services and other state and local response agencies to address access and functional needs and enhanced care population needs in a multidisciplinary response effort.
    - Coordinate with Oklahoma Medical Reserve Corps (OKMRC) to activate, deploy and track OKMRC volunteers.
- Provide a communication system or personnel to the disaster coordination center at the scene to assist in the coordination of requests for assistance.

RECOVERY

- Provide advice and support for decontamination measures.
- Inspect food supplies.
- Institute vector control and quarantines to reduce the threat of epidemics.
- Restore medical care and treatment facilities and services.
- Institute immunization programs as required.
- Continue to coordinate health needs in congregate shelters and other disaster related facilities with the American Red Cross.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

GENERAL

ESF-8 is part of the Operations Section. providers in this section serve the public. A secondary Medical Unit can be established under Logistics to serve responders working in the Operations Section.

HEALTH AND MEDICAL SERVICES

- Emergency medical support
- Distribution of medical supplies and services
- Immunization
- Mortuary services

PUBLIC HEALTH ENVIRONMENTAL SERVICES

- Vector control
- Inspection of food supplies
- General sanitation measures
- Activities necessary to resume normal public health community services

ASSIGNMENT OF RESPONSIBILITIES

DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY

With assistance from Veterinary Services and when medical facilities are unavailable, permit use of veterinary facilities and equipment for temporary medical care during extreme emergencies involving mass casualties.

CHIEF MEDICAL EXAMINER'S OFFICE FOR THE STATE OF OKLAHOMA

Implement and support mass fatality management plan.

FRIEDRICH, BARNES, AND POPE FUNERAL HOME

The Oklahoma Chief Medical Examiner's Office is the primary agency responsible for Fatality Management, assisted by local funeral directors.

The disposition and handling of the fatalities is managed by the Oklahoma State Medical Examiner's Office, with assistance from private mortuary services and transport companies according to the Medical Examiner's "Mass Fatality Plan" (2019). Further, the disposition of fatalities will be aided by the "Mass Fatalities Plan" (Annex F) of the Oklahoma State Health Department's "Oklahoma Public Health & Medical System Emergency Response Plan" (2022).

OKLAHOMA CITY-COUNTY HEALTH DEPARTMENT

The OCCHD is responsible for maintaining programs to promote wellness, protect health, and prevent disease of the citizens of Oklahoma County, including the City of Midwest City. It accomplishes these missions through planning, education, and a multitude of services. The health department has statutory authority that allows it to enforce codes and ensure the welfare of the population. OCCHD has a select group of staff dedicated to emergency preparedness and response, maintains a cache of response equipment, and regularly exercises its response capabilities. During a public health emergency, OCCHD will be the lead response agency.

OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

The mental health needs of the families of fatalities and the mental health needs of emergency responders affected by the fatalities, should be met according to the Oklahoma Department of Mental Health and Substances Abuse Services "All Hazards Disaster Behavioral Health Plan" (2022).

- Mental health support for emergency responders
- Mental health support for families of fatalities

OKLAHOMA REGIONAL MEDICAL RESPONSE SYSTEM

The RMRS leads healthcare system preparedness planning efforts and coordinates health and medical response and recovery activities for the healthcare system in their jurisdiction. The RMRS works closely with system partners, emergency management, public health authorities, and various response agencies to provide a comprehensive, uniform, and consistent framework and infrastructure for response and recovery efforts, through a variety of targeted outreach activities and coordinated planning projects.

RMRS Region 6 & 8 supports the following counties: Canadian, Cleveland, Lincoln, Logan, McClain, Oklahoma (MWC), and Pottawatomie.

SSM ST. ANTHONY-MIDWEST HOSPITAL

SSM St. Anthony-Midwest is located in Midwest City and provides level 3 trauma emergency care as well as a wide range of clinical services.

SSM ST. ANTHONY- MIDWEST EMS

In cooperation with the Midwest City Fire Department, SSM Health St. Anthony - Midwest EMS provides emergency medical triage, treatment, and transport to the pre-hospital patient

DIRECTION AND CONTROL

All health department, RMRS, and hospital assets and personnel will remain under the administrative direction and control of their respective agencies.

CONTINUITY OF OPERATIONS

Agency line of succession will be in accordance with internal standing operating procedures.

Continuity of Operations for each department will be according to the Continuity of Operations Plan (COOP) developed and published by each department with a primary or secondary mission.

ADMINISTRATION

The Oklahoma City-County Health Department and SSM Health St. Anthony - Midwest EMS will update this annex annually, with any needed assistance from the Emergency Manager.

The County Health Director will make necessary plans and mutual support agreements to fulfill responsibilities outlined by law and this annex.

HEALTH STATISTICS

- The Department of Health should continue to collect and report vital statistics.
- Disease statistics should be collected and reported to appropriate state and federal officials.

TESTING AND INSPECTIONS

All testing, inspections, and surveys should follow normal procedures but should be conducted more frequently.

ESF #9 SEARCH & RESCUE

FEMA LIFELINES:	Safety and Security
COORDINATING DEPARTMENT:	MWC Fire Department
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Management MWC Emergency Communications MWC Police Department MWC Public Works
ASSISTING/COOPERATING PARTNERS:	Civil Air Patrol Mid-Del Amateur Radio Club Oklahoma National Guard
COUNTY COORDINATING AGENCY:	Oklahoma County Sheriff's Office Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Public Safety / Oklahoma Highway Patrol Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	US Department of Homeland Security

PURPOSE

This ESF provides for coordination of search and rescue activities within the City.

ESF 9 coordinates Search and Rescue (SAR) for the following events:

- Search and Rescue following disasters from major hazards.
- Rescue of trapped persons.
- Searches for missing or lost persons.
- Dragging lakes, rivers, or ponds.
- Searching for downed aircraft.
- Searches for escaped prisoners/ inmates.

Search and Rescue is primarily the responsibility of county, city, town, and tribal fire, law enforcement and emergency management. They should prepare and respond in accordance with their emergency operations plans (EOPs) and standard operating procedures (SOPs). This annex establishes primary and support responsibilities for search and rescue operations. Responsible agencies should prepare appropriate internal plans and SOPs to cover all phases of emergency management.

The State of Oklahoma Department of Emergency Management coordinates with the federal government for assistance provided through the National Response Framework's (NRF) Emergency

Support Function (ESF) #9, Search and Rescue and the National Search and Rescue Plan, and the State of Oklahoma Agreement with the Air Force Rescue Coordination Center, Langley A.F.B., Virginia.

SITUATION AND ASSUMPTIONS

SITUATION

- A major disaster or explosion may collapse buildings or structures, necessitating the attempt to locate and extricate trapped survivors.
- Occasionally, people including children and persons with access and functional needs become lost. Those situations require commitment of large numbers of personnel and equipment.
- Civil Air Patrol and the National Guard can provide ground teams to conduct searches.
- Drownings may require dragging of lakes, rivers, and ponds for body recovery.
- Search and rescue (SAR) missions may be required when an Emergency Locating Transmitter (ELT) signal and/or FAA report of an overdue aircraft is received. a request is made by local government officials for assistance in locating a missing person. and to locate survivors of natural or human-caused emergencies.

ASSUMPTIONS

- SAR may involve private, municipal, corporate, county, tribal, state, and/or federal resources to locate and bring to safety persons who are lost, injured, stranded or trapped, and to recover the deceased.
- Search, rescue, and recovery operations may occur underground, on or under water, or in natural or human built structures.
- SAR incidents may be crime scenes and evidence preservation must always be considered.
- A potential incident may result in the same level of mobilization as an actual search and/or rescue.
- Assistance from other agencies and the Civil Air Patrol (CAP) may be available but must be requested.

CONCEPT OF OPERATIONS

- The Midwest City Fire Department has primary responsibility for coordinating search and rescue efforts involving more than one agency.
- Search and rescue missions will be managed under Incident Command.
- The Fire and Police Departments will coordinate their assigned activities. Each department maintains control of their SAR responders.
- Specialized rescue units may be required to extricate survivors.

ACTIONS

ESF-9 actions are divided among the four phases of emergency management: Mitigation, Preparedness, Response, and Recovery. Activities within these phases are defined as follows:

MITIGATION AND PREPAREDNESS

- Develop Search and Rescue (SAR) Standard Operating Guidelines (SOGs) to coordinate local operations with SAR resources from other jurisdictions. Review and update SAR SOGs on a regular basis.
- Participate in developing local and regional mutual aid agreements including volunteer groups.
- Develop SOGs to coordinate County, State, and Federal assistance to support SAR activities.
- Prepare for and train in conducting SAR operations.
- Be familiar with the responsibilities of other local and state support agencies. Develop methods to assign response [priorities when multiple calls require simultaneous response, or when limited resources mean that some incidents wait for assistance.
- Participate in Emergency Response exercises with agencies such as the Civil Air Patrol. Exercises are an opportunity to find and correct issues before real incidents.

RESPONSE

- Send an ESF Coordinator to the EOC when requested by the Emergency Manager. The coordinator should attend briefings and coordinate ESF activities with other City departments.
- Determine the extent and nature of the SAR requirements for the emergency and request outside SAR resources as needed.
- Coordinate deployment of K9 and/or dive teams as needed.
- Barricade damaged areas as directed. Provide scene control by limiting access and assisting with evacuation.
- Determine ability to adequately respond and/or the need to request mutual aid, State, and Federal assistance.
- The Incident Commander must initiate requests for outside resources with guidance from the MAC Group.

RECOVERY

- Maintain logs of activities, messages, etc. for use in applying for federal disaster assistance, and for use in after action reports following demobilization.
- Participate in after-action conferences, and improvement plans
-

Requests for assistance from local government officials in locating a missing person may go to MWC Fire or CAP. Either MWC Fire or CAP may respond and provide aerial and/or ground search assistance.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

GENERAL

- For emergency management planning, this annex incorporates the resources of all agencies that have the capabilities to provide direction and/or support for a search and rescue operation.
- The City Fire Department is the primary Coordinator of ESF-9.
- Other City Departments should support the Fire Department as described.
- The organizations for providing search and rescue support services for emergency operations include the following: 1. Midwest City Fire Department 2. Department of Public Safety (OHP) 3. Civil Air Patrol (CAP) 4. Oklahoma Military Department (OMD) 5. Department of Agriculture, Food and Forestry

- All responding departments and agencies will operate under ICS.

ASSIGNMENT OF RESPONSIBILITIES

MIDWEST CITY FIRE DEPARTMENT

- Develop and maintain this annex to the city EOP.
- Develop standard operating procedures (SOPs) and standards for reference by all agencies operating within the SAR system.
- Coordinate assisting resources during a SAR mission.
- Maintain current alert procedures to ensure rapid response during SAR operations.
- Provide training for agency personnel regarding SAR operations.

MIDWEST CITY EMERGENCY MANAGEMENT

- Track resources and locate specialized rescue equipment that may be available from outside vendors.
- Provide ongoing situational awareness to Incident Command
- The Emergency Communications Center will coordinate all communication requirements.
- Contact the National Weather Service for current weather conditions and ongoing weather forecast support

MIDWEST CITY POLICE DEPARTMENT

- Provide traffic control for affected areas.
- Provide additional personnel to support SAR efforts.
- Coordinate deployment of K9 and dive teams, and other specialized teams and officers.

MIDWEST CITY PUBLIC WORKS DEPARTMENT

- Deploy personnel and equipment in support of SAR activities as requested by the Incident Commander.

CIVIL AIR PATROL

Provide aviation support if needed.

MID-DEL AMATEUR RADIO CLUB

Provide supplemental communication support and volunteer assistance.

OKLAHOMA NATIONAL GUARD

Provide additional personnel and assistance as requested.

DIRECTION AND CONTROL

In all but the most complicated rescues, City responders can handle the rescue situations they encounter. Likely exceptions include searches that require the use of aircraft/helicopters, or those situations where specialized technical rescue capabilities are required.

When SAR operations extend beyond a normal day, the Search Coordinator and the Incident Commander shall designate his/her replacement and should brief that individual prior to departing the EOC or incident Command Post.

For extensive SAR operations, additional resources may be available through the County and State. Note that the City may be required to augment the State's capabilities by providing resources, including personnel, and communications equipment. Volunteers may be required in large numbers.

CONTINUITY OF GOVERNMENT

Lines of succession to each department head will be according to the Standard Operating Procedures (SOPs) established by each department with a primary or secondary mission.

Continuity of Operations for each department will be according to the Continuity of Operations Plan (COOP) developed and published by each department with a primary or secondary mission.

ADMINISTRATION

The Midwest City Fire Chief will review and update this annex annually, with any needed assistance from the Emergency Manager.

ESF #10 OIL & HAZARDOUS MATERIALS

FEMA LIFELINES:	Hazardous Materials
COORDINATING DEPARTMENT:	MWC Fire Department
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Management MWC Emergency Communications MWC Police Department MWC Public Works
ASSISTING/COOPERATING PARTNERS:	63rd Civil Support Team Private Sector HazMat Clean Up vendors SSM Health St. Anthony - Midwest EMS
COUNTY COORDINATING AGENCY:	Oklahoma City-County Health Department
STATE COORDINATING AGENCY:	Oklahoma Medical Examiner Oklahoma Department of Emergency Management Oklahoma Department of Environmental Quality Oklahoma Corporation Commission
FEDERAL COORDINATING AGENCY:	US Environmental Protection Agency

PURPOSE

The purpose of this annex is to ensure a coordinated and effective effort is made to remove or reduce the threat to public health and safety resulting from an incident involving hazardous materials. The City should coordinate with The Department of Environmental Quality, and federal government, when necessary, for assistance provided through the National Response Framework's (NRF) Emergency Support Function (ESF) #10, Oil and Hazardous Materials Response.

SITUATIONS AND ASSUMPTIONS

SITUATION

- Hazardous materials are produced, transported, used and stored throughout the city.
- Accidents or incidents involving hazardous materials are one of the most common emergencies throughout Oklahoma. Releases can occur as a result of several reasons, including:
    - Technical and equipment malfunctions
    - Physical damage due to disasters and/or disrepair
    - Secondary result of another disaster
    - Sabotage or terrorist acts
- Hazardous material releases require swift and decisive action by emergency personnel.

ASSUMPTIONS

- Emergencies involving hazardous materials are usually confined to a localized area.
- Emergency personnel should respond in their normal area of operation.
- It is the responsibility of the Owner/Operator to notify the National Response Center of any releases that fie into one or more of the reportable categories.
- Response to any act of sabotage or terrorism may also involve ESF 13, as well as any other state or federal law enforcement agencies that may be indicated by state or federal law.

CONCEPT OF OPERATIONS

- In all hazardous materials incidents, responders should always adhere to the following priorities: (1) Life Safety, (2) Incident Stabilization and (3) Property and Environmental Conservation. For hazardous material incidents within corporate municipal limits, local government officials should, to the extent of available resources and capabilities, isolate and restore the area to normal, relying on the owner, supplier, vendor, shipping agent, carrier or the "primarily responsible party" (PRP) to remove the hazard if feasible.
- On private property outside of corporate limits, the initial contact point is the closest municipal fire department or law enforcement agency. Outside corporate limits on federal/state highways, public property, county roads, or railways, the Incident Commander shall be the Oklahoma Highway Patrol (OHP). While primary response is at the local or OHP level, all incidents may require additional action at the state level as indicated in the task assignments that follow.
- In most incidents, state level involvement is usually limited until the scope of the disaster exceeds local government capabilities. Moreover, several state agencies are routinely involved in the mitigation of the impact of hazardous materials incidents on a day-to-day basis. In compliance with the Superfund Amendments and Reauthorization Act of 1986 (SARA), the Governor of Oklahoma has appointed the Oklahoma Hazardous Materials Emergency Response Commission to oversee the preparation of hazardous material emergency planning within the State.
- The City of Midwest City participates in the Oklahoma County LEPC.

LOCAL EMERGENCY PLANNING COMMITTEES

LEPCs within each district are responsible for:

- Providing information to the public on the nature, amount and location of hazardous materials within the district.
- Developing a comprehensive emergency response plan to respond to accidental releases or spills of hazardous materials within the districts. Such plans shall be incorporated into the Emergency Operations Plan (EOP).
- Overseeing the reporting of the presence of hazardous materials within the district by those persons or firms using or storing the material.
- Obtaining site-specific information from facilities subject to emergency planning to protect the public in the event of accidental release of hazardous materials allowed by law. This planning information should be incorporated into the LEPC district's plan as appropriate.
- Provide information to the public, as requested, on the nature and location of hazardous materials within Oklahoma covered under the law.

The State of Oklahoma has adopted the provisions of 49 CFR covering all facets of hazardous material transportation within the state. The Oklahoma Department of Emergency Management facilitates training courses to qualify first responders and local planning district members in Hazardous Materials operations and planning requirements. The agency also identifies and coordinates the mobilization resources to be used in the event of a hazardous material incident that exceeds the resources of local government.

ACTIONS

MITIGATION AND PREPAREDNESS

- The City should develop procedures and policies concerning self-protection measures to be taken during hazardous materials operations (commensurate with the level of response), including:
    - The use of appropriate levels of Personal Protective Equipment (PPE) and the use of Self-Contained Breathing Apparatus (SCBA).
    - The use of the Incident Command Structure (ICS)
    - The recognition and identification of hazardous materials and their dangers.
    - The application of other appropriate protective actions on a case-by-case basis.
    - Participation in the County LEPC
- Public education.
- Train and exercise emergency response personnel.
- Develop plans and procedures for response to incidents.
- Identify sources of equipment and supplies.
- Ensure administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations.

RESPONSE

- The Midwest City Fire Department will be the primary City Department to respond to all hazardous material incidents and will provide resources needed to protect life, property, and the environment.
- The Fire Department should provide a liaison to the EOC as requested by the Emergency Manager.
- Initiate response operations in accordance with the current Hazardous Material Response Plan.
- Provide technical expertise needed to confine, control, and neutralize hazardous material releases.
- Maintain documentation of releases as notified by local hazardous materials users.
- Request that State agencies provide resources needed to protect life, property and the environment not readily available to local government.
- Contact the National Weather Service for current weather conditions and ongoing weather forecast support

RECOVERY

- Monitor and survey release site to determine continued threat to the public, when required.
- Consult legal counsel to:
    - Determine liability.
    - Determine ability to recover damages.

- Determine means of resolving disputes.

- Monitor long-term clean-up operations by Owner/Operator. Establish standards to ensure public safety in coordination with Federal authorities.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

GENERAL

The tasks and responsibilities that are noted below pertain only to this plan and do not include the full scope of activities carried out by agencies in the enforcement of environmental statutes.

- Support Agencies - When activated by the EOC, and while operating under the city EOP, the following departments/agencies should perform the listed functions as necessary. This list of participating agencies is not all inclusive and other agencies may be activated under the authority of the EOP.

ASSIGNMENT OF RESPONSIBILITIES

MIDWEST CITY EMERGENCY MANAGEMENT

- Elevate EOC Operation Level to support response
- Provide ongoing situational awareness throughout operations
- Issue evacuation order as needed

MIDWEST CITY FIRE DEPARTMENT

- Hazardous material response and mitigation
- Decontamination
- Incident Action Plan

MIDWEST CITY POLICE DEPARTMENT

- Assist with perimeter and traffic control, and evacuation if needed

63RD CIVIL SUPPORT TEAM

- Substance detection and identification - requested through Oklahoma Department of Emergency Management

PRIVATE SECTOR HAZMAT CLEAN UP VENDORS

- Provide mitigation, clean up, and remediation services per contract or service agreement.

SSM HEALTH ST. ANTHONY – MIDWEST EMS

- Provide emergency medical triage, treatment and transport

CONTINUITY OF OPERATIONS

Lines of succession to each department head will be according to the Standard Operating Procedures (SOPs) established by each department with a primary or secondary mission.

Continuity of Operations for each department will be according to the Continuity of Operations Plan (COOP) developed and published by each department with a primary or secondary mission.

ADMINISTRATION

The Midwest City Fire Chief will review and update this annex annually, with any needed assistance from the Emergency Manager.

RADIOLOGICAL INCIDENT OPERATIONS

This section provides actions to be taken by all response personnel in the event of an accident or incident involving radioactive materials.

SITUATION AND ASSUMPTIONS

SITUATION

- The widespread use of radioactive materials in our society creates the potential for accidents. These incidents include transportation accidents involving radioactive materials as well as the mishandling of source material at industrial sites and the exposure to radiological materials used in the medical community. In each case, first responders' tasks are complicated by the presence of radioactive material.

ASSUMPTIONS

- Emergency response organizations should continue to qualify people in radiological monitoring and provide training in radiological operations.
- Emergency response organizations should have access to radiation detection instruments.

CONCEPT OF OPERATIONS

IDENTIFICATION

At industrial or medical locations, site employees must identify the location(s) of radiation sources. Package labels and/or yellow storage containers may also indicate the presence of radioactive materials.

REPORTING INSTRUCTIONS

An accident involving the release/spilling of radiological materials (as with other hazardous materials) should be reported to the County Department of Environmental Quality and the Oklahoma Department of Environmental Quality, at 1-800-522-0206. Be prepared to provide the following information:

1. Incident location
2. Number and type of injuries if any
3. Name of carrier for transportation accidents and any placarding information
4. Type of radioactive material present if available (From shipping papers, package labels or employees.)
5. Amount of radioactivity in curies if known
6. Physical form of the material (liquid, solid or gas)

OPERATIONAL PROCEDURES

Consult the Emergency Response Guidebook (available on the internet at http://hazmat.dot.gov/gydebook.htm) for operations upon identification of a radiological hazard.

DETECTION AND MONITORING

Local personnel (Midwest City Fire or Emergency Management) should notify the Oklahoma Department of Environmental Quality.

DEQ as the State Warning Point, upon notification, should contact the DEQ Emergency Response Coordinator/ESF #10 coordinator and State Emergency Operations Center (SEOC).

Notices received should be forwarded to the DEQ's Emergency Response Coordinator and State EOC.DEQ will sample, analyze and evaluate radiological agents in soils, vegetation and water and transmit this information to the Incident Commander and EOC.

DIRECTION AND CONTROL

Primary responsibility rests with the Mayor of Midwest City or the City Manager, or the senior Fire official, as appropriate, at the location. As in all local incidents, representatives from other organizations serve in an advisory or support role.

ESF #11 AGRICULTURE & NATURAL RESOURCES

FEMA LIFELINES:	Food, Hydration, Shelter. Health and Medical
COORDINATING DEPARTMENT:	MWC Animal Welfare
ASSISTING CITY DEPARTMENTS:	MWC Emergency Management MWC Parks and Recreation MWC Police Department MWC Public Works
ASSISTING/COOPERATING PARTNERS:	American Red Cross OKVOAD
COUNTY COORDINATING AGENCY:	Oklahoma City-County Health Department Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Agriculture, Food, and Forestry Oklahoma Medical Reserve Corps (OSDH)
FEDERAL COORDINATING AGENCY:	US Department of Agriculture

*Any outside assisting agencies or groups operating during a disaster will only serve under appropriate Incident Command and in cooperation with local, regional or State Emergency Management officials as appropriate.

PURPOSE

This Emergency Support Function (ESF) identifies, secures, and delivers food assistance following a major disaster, as well as provides for disease prevention, and the well-being of household pets, livestock, and wildlife.

ESF 11 coordinates the following activities: 1. Locating and obtaining food supplies, 2. Transporting food supplies to staging areas or affected areas, 3. Distributing food to disaster survivors and emergency workers, 4. Provides for safety and well-being of household pets and non-commercial livestock, 5. Ultimate disposition of deceased or unclaimed animals.

SITUATIONS AND ASSUMPTIONS

SITUATION

- Natural or human-caused emergencies could occur within the boundaries of the City of Midwest City that could require the coordinated use of all veterinary resources available.
- Some disasters, particularly floods or earthquakes, create situations where survivors cannot gain access to food. Additionally, electric and gas supply interruptions could compromise the ability to properly prepare food for human consumption.
- Foreign Animal Diseases, as well as certain zoonotic diseases, as incidents of national significance, activate ESF #11 of the National Response Framework (NRF).

ASSUMPTIONS

- After a disaster, a significant percentage of City residents may be unable to secure, safely store, and/or prepare food for themselves and their families.
- The food transportation/delivery network may be damaged or disrupted due to disaster.
- Locally available food sources may become contaminated or infected. The State Department of Agriculture should assist the City ESF 11 Coordinator to obtain bulk food, especially federal surplus food commodities.
- All City emergencies involving veterinary services and animal care should be supported by the Oklahoma Department of Food, Forestry and Agriculture (ODAFF). The ODAFF represents animal health concerns of the state and maintains close liaison with the USDA/APHIS/VS/OVMA, OSDH, and other departments or agencies representing veterinary medicine, public health, agriculture, native and nonnative wildlife, humane societies, and animal welfare agencies.
- The ODAFF has statutory authorities regarding agriculture, animal agriculture, animals and safe food production concerns in the state and maintains close liaison with USDA/APHIS, the Department of Health and other departments, Tribal Authorities and agencies representing veterinary medicine, public health, agriculture, native and non-native wildlife, humane societies, and animal control agencies.
- The Incident Command System (ICS) will be utilized and the Commissioner of Agriculture or other appropriate ODAFF authority (Division Director) or his/her designee should assign a qualified Incident Management Assistance Team with proper Delegation of Authority to manage response activities. All incident responders are to be part of the existing Incident Command Structure.

CONCEPT OF OPERATIONS

Midwest City Animal Welfare manages companion animal issues within the City, as well as addressing issues with wild animals as needed. Services provided by MWC Animal Welfare include:

- Adoptions
- Lost and Found
- Permitting
- Sheltering
- Volunteer opportunities

Midwest City Animal Welfare is located at 8485 E. Reno Ave.

ACTIONS

Actions for ESF-11 are divided into four phases. mitigation, preparedness, response, and recovery. Activities within these phases are defined as follows:

MITIGATION AND PREPAREDNESS

- Develop procedures to assess feeding needs (current and projected) in the City.
- Develop databases and assess feeding capabilities at individual sites preselected as potential shelter sites.
-
- Develop procedures for obtaining damage assessments of food and dairy production.
- Develop plans, procedures, and organizational structure needed to ensure that domestic animals and native and non-native wildlife are effectively controlled and cared for in the event of an emergency.
- Develop a network of state and local government offices, non-governmental organizations, and volunteers to assist in the preparation and operational phases of emergency veterinary services and animal care.
- Prepare and maintain a current list of personnel, materials, and their locations needed to accomplish their assigned responsibilities. *

- Develop contingency plans for the personnel of the Department to ensure their safety and the continuity of the functions of the Department. *
- Develop plans for personnel of the Department to report their location and readiness for duty. *
- Develop plans for the resumption of the Departmental functions with a minimum of disruption, including relocation of the department, if required. *
- Ensure that administrative and accounting procedures are in place to document all actions taken and all costs incurred during emergency operations. *

*In accordance with the SOPs established in the ODAFF Continuity of Operations Plan (COOP).

- Stock department trucks and the adoption trailer with emergency supplies
- Maintain emergency contracts with other cities.
- Secure Memoranda of Agreement with National Response Organizations for assistance if needed.

RESPONSE

- Send a coordinator to the EOC at the request of the Emergency Manager to perform the following duties:
    - Attend briefings and coordinate activities with other City, County, and State departments.
    - Document all incident-related activities, messages, etc.
    - Initiate internal notification and recall actions.
- Coordinate with the Incident Command to determine feeding needs in affected areas to arrange for procurement of food items for use in supporting disaster response requirements.
- Arrange for emergency feeding at shelter sites, staging areas, or in other identified areas.
- Request that state or national Red Cross food acquisition procedures be started.
- Following notification of an emergency by OEM of any type of emergency potentially involving animals, should perform the following functions:
    - Select and contact appropriate animal care personnel.
    - Designate personnel authorized to enter disaster area, provide updated information to OEM.
- Consolidate incoming animal management reports and maintain situation reports.
- Coordinate with other governmental authorities to establish emergency aid stations.
- Coordinate with other governmental authorities in any evacuation operations.
- Cooperate with other governmental authorities for equipment use and transportation.
- Coordinate with law enforcement personnel in providing security for veterinary medical facilities and supplies.
- Coordinate with public information operations to communicate alert status, volunteer mobilization, casualty and damage information.
- Temporarily arrange for or provide food, water, shelter, and medical care for all affected animals.
- Recommend methods of proper disposal of deceased animals in coordination with ODAFF and OCCHD.
- Coordinate initial identification and rescue efforts to facilitate reunification of displaced animals with their owners.
- Coordinate distribution of donated resources such as pet food and veterinary supplies.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

GENERAL

In most emergencies, i.e. tornadoes, fires, etc., the local America Red Cross Chapter and other agencies distribute food and water to survivors, either in shelters or in the field. The ARC and other OKVOAD agencies could obtain large quantities of food in most cases. In larger disasters, however, larger numbers of survivors could greatly tax the local ability to feed people. County and State assistance may be required.

ORGANIZATION

ESF-11 is part of the Operations Section.

ASSIGNMENT OF RESPONSIBILITIES

MWC ANIMAL WELFARE

- Provide rescue and shelter for displaced companion animals.
- Coordinate animal identification and reunification
- Disposition of unclaimed animals

MWC EMERGENCY MANAGEMENT

- Elevate EOC Operation Level to support response, coordinate resources
- Provide ongoing situational awareness throughout operations
- Coordinate food distribution with Red Cross and OKVOAD agencies if needed.
- Request Oklahoma Medical Reserve Corps CARTs and OKLAFR if needed for Animal Response.
- Support temporary sheltering measures for people and pets

MWC PARKS AND RECREATION

- Coordinate dog park usage for temporary housing, depending on weather.

AMERICAN RED CROSS/OKVOAD

- Develop planning information for ESF-11 and School District concerning the potential need for food preparation, storage, and delivery during disasters.
- Provide feeding services at shelter locations throughout the City
- Provide sheltering for displaced people, coordinate with Animal Welfare per the PETS Act of 2006

THE OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY (ODAFF)

- Animal Industry Services – Lead division for animal disease and pest response, support for zoonotic disease response. Oversight to and assist with protection of household pets and non-commercial livestock in evacuations and other responses.
- Consumer Protection Services (CPS) – Lead division for plant disease and pest response.
- Food Inspection – Lead division in assuring the safety and security of the commercial food supply.
- Agriculture Environmental Management Services (AEMS) – Lead division addressing protection of natural resources in these scenarios.
- The Oklahoma State Animal Response Team (OSART or SART), as a functional entity within the Oklahoma Veterinary Medical Association and the Oklahoma Medical Reserve Corps, should focus upon and assist regions, counties, local and/or private entities in preparing for and conducting animal response activities focused upon companion animals and non-commercial livestock. County Animal Response Teams (CARTs) are encouraged to organize, prepare for, and conduct such activities.

DIRECTION AND CONTROL

All responders will remain under the authority of their respective agencies while integrating into the established Incident Command structure.

ADMINISTRATION

The Animal Welfare Supervisor will update this annex as needed, with any needed assistance from the Emergency Manager.

ESF # 12 ENERGY

FEMA LIFELINES:	Energy
COORDINATING DEPARTMENT:	MWC Public Works
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Management MWC Emergency Communications MWC Fire MWC Parks and Recreation MWC Police Department
ASSISTING/COOPERATING PARTNERS:	Oklahoma Gas & Electric Oklahoma Natural Gas
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	US Department of Energy

PURPOSE

- The purpose of this annex is to facilitate planning and communication with the major utility providers in the City. This process should occur prior to emergencies, during the actual restoration of energy systems damaged by a disaster, and during recovery operations after the majority of energy customers have been restored.
- "Energy" systems, within the scope of this function group, include:
  - Power generating, transmission grid, electrical distribution facilities, and local electricity providers
  - Natural gas and other pipeline systems that traverse the City.

SITUATION AND ASSUMPTIONS

SITUATION

Disasters can destroy or seriously damage major energy lifelines, thereby curtailing or eliminating the supply of electricity and/or natural gas to survivors of an incident.

ASSUMPTIONS

- A significant disaster may produce long periods of time where electrical service to City customers is interrupted. This can reduce communications capabilities, degrade traffic control activities, and have other widespread impacts on public safety.
- A disaster could damage natural gas and petroleum product pipelines, substantially reducing or eliminating the availability of these products in affected areas.

CONCEPT OF OPERATIONS

Midwest City Public Works is the coordinating department for this ESF. However, due to the many different aspects, sources and needs of various types of energy there are shared responsibilities necessary to ensure the public needs are met.

ACTIONS

Actions for ESF-12 are divided into four phases, mitigation, preparedness, response, and recovery. Activities within these four phases are as follows:

MITIGATION AND PREPAREDNESS

- Develop/review and update emergency energy plans and procedures.
- Develop procedures for assessing damage to local utility distribution systems and pipeline/ delivery systems in the City.
- Coordinate with the State with respect to the development of regional energy plans and programs for dealing with disaster effects on statewide power transmission networks.
- Maintain/update energy transportation pipeline maps as appropriate.
- Establish and maintain directory of energy supplier's emergency liaison personnel.
- Maintain restoration of service plans for regulated electric, natural gas, telephone (landline and wireless) and water.
- Arrange mutual aid agreements with neighboring power producers for assistance during emergency periods.
- Participate in local and state emergency preparedness exercises, including emergency response organizations to enhance communications.
- Organize and train personnel into emergency response teams to move and work at the Emergency Operations Center and incident locations.
- Train personnel designated to report to incident locations in emergency procedures.
- Ensure that administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations.

RESPONSE

- Survey the disaster area and evaluate the situation and submit report (SITREP) to the EOC in terms of damage to immediate and long-term energy needs.
- ESF-12 shall send a coordinator to the EOC at the request of the Emergency Manager to perform the following duties.
    - Attend briefings and coordinate activities with other City, County, and State departments.
    - Initiate internal notification and recall actions.
    - Complete notification/call out actions.
- Begin system restoration.
- Request mutual aid, if necessary.
- Coordinate with private and public utility companies to determine if repair efforts will be adequate or if additional assistance from state or federal resources will be required for damaged facilities.
- Maintain logs of messages, activities, and costs incurred during repair operations.
- Initiate necessary actions to request any state or federal assistance if required.

- Submit SITREPS to the EOC as requested/required.
- Coordinate public, private and volunteer activities for the repairs to area utility activities.
- Determine the status of power supplies at critical facilities and initiate communications with local energy providers to arrange for rapid restoration.
- Determine long-term energy requirements for the affected area and initiate long-term recovery plan.
- Assist ESF-5 (Emergency Management) in acquiring and delivering generators to those critical facilities for which power restoration could take an unacceptable amount of time.

RECOVERY

- Participate in compiling after-action reports and critiques.
- Make necessary changes and improvements to emergency operations plans.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

GENERAL

- For planning, this annex incorporates the assets of all agencies and activities that would normally have the capability to assist in the mitigation, preparedness, response, and recovery of energy-related emergency operational functions.
- In the immediate aftermath of an emergency, local utility providers should assess the scope of damage to their systems and estimate length of repairs. They should communicate this information to the Emergency Manager at the earliest opportunity. Emergency Management understands that crews must physically assess the entire system before reporting on the complete extent of any disaster.
- City department heads and local utility companies with primary or secondary emergency functions should organize, assign, train, and exercise the key personnel in their respective agencies to effectively conduct emergency operations.

ORGANIZATION

ESF-12 is part of the Operations Section.

ASSIGNMENT OF RESPONSIBILITIES

MIDWEST CITY COMMUNICATIONS AND MARKETING

- Provide consistent messaging regarding power outages and individual responsibilities.

MIDWEST CITY EMERGENCY MANAGEMENT

- Elevate EOC Operation Level to support response, coordinate resources
- Provide ongoing situational awareness throughout operations
- Coordinate distribution of generators to sites where critical needs exist and restoration will be delayed
- Facilitate operation of heating or cooling stations as needed.
- Provide emergency water from grant purchased supply.

MIDWEST CITY PARKS AND RECREATION

- Open and assist with staffing Community Center for cooling or warming station, or temporary shelter if approved by Incident Command.

MIDWEST CITY PUBLIC WORKS

- Provide support for ESF 12.
- Assist with damage assessment for City utility connections.

PUBLIC UTILITIES

Each type of utility should review their damaged areas and determine if outside resources are necessary.

- Oklahoma Gas and Electric
- Oklahoma Natural Gas
    - Have their own mutual aid agreements and may provide assistance to municipal-owned gas systems.
- LP Gas. Emergency incidents shall be directed to the Liquefied Petroleum Gas Board, (405) 521-2458.

OKLAHOMA COUNTY EMERGENCY MANAGEMENT

Oklahoma County Emergency Management may assist as requested.

OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT

The Oklahoma Department of Emergency Management activates the State EOC if necessary, and coordinate state-level resource requests and communications as needed.

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

DEQ has primary responsibility to provide guidance and support to the response and recovery from hazardous material incidents (except as provided by the OCC) in accordance with state and federal regulations.

In the event of emergency incidents involving LP Gas (known as Propane), the LP Gas Administration becomes the lead agency for this annex and should perform those responsibilities. In addition, the LP Gas Administration should assist with rerouting and redistribution of LP gas resources as required.

DIRECTION AND CONTROL

The administrative heads of supporting departments and agencies listed in this annex will direct all activities within their respective areas in connection with utility and energy restoration.

CONTINUITY OF OPERATIONS

- Lines of succession within each department are in accordance with the SOPs established by each department.
- Continuity of Operations for each department will be in accordance to the Continuity of Operations Plan (COOP) developed and published by each department with a primary or secondary mission.

ADMINISTRATION

The Midwest City Public Works Director, in collaboration with Public Utility partners, will review and update this annex annually, with any needed assistance from the Emergency Manager.

ESF #13 LAW ENFORCEMENT

FEMA LIFELINES:	Safety and Security
COORDINATING DEPARTMENT:	MWC Police Department
ASSISTING CITY DEPARTMENTS:	MWC City Attorney MWC Communications and Marketing MWC Emergency Management MWC Emergency Communications MWC Public Works
ASSISTING/COOPERATING PARTNERS:	Del City Police Department Nicoma Park Police Department Oklahoma City Police Department Edmond Police Department Spencer Police Department Office of the Attorney General Office of Inspector General Oklahoma Military Department
COUNTY COORDINATING AGENCY:	Oklahoma County Sheriff's Office
STATE COORDINATING AGENCY:	Oklahoma State Bureau of Investigation Oklahoma Department of Public Safety
FEDERAL COORDINATING AGENCY:	US Department of Justice- Federal Bureau of Investigation

PURPOSE

This Emergency Support Function (ESF) establishes responsibility for public safety and security during periods of natural or man-made emergencies within the City. Responsible agencies should prepare appropriate internal plans and Standard Operating Procedures (SOPs) to cover all phases of emergency management.

The Midwest City Police Department is the coordinating agency for this ESF. Emergency responders should always adhere to the following priorities: (1) Life Safety, (2) Incident Stabilization (3) Property Conservation and (4) Society Restoration – Business Continuity. This ESF provides an orderly flow of traffic in and around areas affected by emergencies, for the security of survivors and emergency workers, for operation of City jails and detention facilities during emergencies, and for the evacuation of residents and/or emergency workers as needed. Understanding the importance of and identifying the locations of critical infrastructure is very important to being prepared. We must protect and/or replace them as necessary.

SITUATION AND ASSUMPTIONS

SITUATION

Emergency operations for law enforcement personnel are simply an expansion of their normal daily responsibilities. They include maintaining law and order, traffic, and crowd control. The Midwest City Police Department is the primary organization in this ESF.

ASSUMPTIONS

- The Midwest City Police Department has the primary responsibility for coordination of law enforcement efforts within the boundaries of the City of Midwest City.
- Supporting agencies should assist when mutual aid is requested.
- Assistance from state agencies, such as the Oklahoma Department of Public Safety, (DPS) Oklahoma State Bureau of Investigation (OSBI), Oklahoma Bureau of Narcotics (OBN), Department of Wildlife Conservation, Office of the State Attorney General, Alcoholic Beverage Law Enforcement Commission, Department of Agriculture, Food and Forestry, Oklahoma Tourism and Recreation Department, Department of Corrections, Fire Marshal, Oklahoma Department of Human Services, Office of Inspector General. and the Oklahoma Military Department will be made available when requested through The State Emergency Operations Center.
- The Oklahoma Office of Homeland Security coordinates homeland security efforts with jurisdictions in the State of Oklahoma, including initiatives to prevent, reduce our vulnerability and prepare to respond and recover from any terrorist attacks.

CONCEPT OF OPERATIONS

When emergencies require implementation of this plan, the Chief of Police is responsible for maintenance of law and order, protection of lives and property, and control of traffic and search and rescue operations. He/she or a designee serves as coordinator for all law enforcement agencies that provide assistance.

ACTIONS

MITIGATION AND PREPAREDNESS

Mitigation may include but is not limited to arranging for backup services, alternate means of communication, additional facility security, alternate highway routes, and protection of facilities/stations with barriers/blockades, backup power, safety glass for windows or basic employee awareness of possible threats.

- Maintain mutual support agreements with other agencies and service organizations required to respond during times of emergencies.
- Evaluate state installations and public utilities and determine which will require protection. Update security plans accordingly.
- Maintain and update alert plans to ensure notification of off duty personnel.
- Review Traffic control plans for emergencies annually, with any needed assistance from the Emergency Manager, and update as needed.
- Planning with ESF-13 Assisting agencies and other ESFs to refine law enforcement and security operations.
- Conducting training and exercises for law enforcement and Assisting agencies.
- Preparing and maintaining emergency SOPs/SOGs, resource inventories, personnel rosters, and resource mobilization information necessary for implementation of Lead agency responsibilities.

- Developing, coordinating, and presenting training courses for ESF-13 personnel.
- Developing protocols for frequently provided services.
- Maintaining liaison with support partners.
- Conducting vulnerability analysis at critical facilities and making recommendations to improve the physical security, resiliency and sustainability of those facilities.
- Developing and testing appropriate alert plans, both internal and external.
- Conducting all-hazards exercises with ESF-13 and partners

RESPONSE

- ESF 13 shall send a coordinator to the EOC at the request of the Emergency Manager to perform the following duties:
- Attend briefings and coordinate activities with other City, County, and State departments.
- Initiate internal notification and recall actions.
- Maintain logs of messages, activities, and costs incurred during response operations.
- Activate appropriate traffic control, security and search and rescue operations plans.
- Activate mutual support agreements as required.
- Provide SITREPS to the EOC as requested, at least one per operational period
- This situation analysis continues throughout the response and short-term recovery phase and should include the following:
    - A general description of the situation as it pertains to ESF #13 and an analysis of the ESF's operational support requirements.
    - A prioritized listing of significant actions that ESF 13 should initiate to provide operational support.
    - Initiate notification of the required personnel and support organizations to achieve the required level of response.
- Mobilize resources and coordinate response for approved mission assignments.
- Prepare electronic briefings on the status of ESF #13 response operations.
- Prepare an ESF #13 After-Action Report (AAR) to identify lessons learned and improvements needed.

RECOVERY

- Return to normal operations as dictated by the situation.
- Demobilize personnel according to demobilization plan.
- Participate in compiling after-action reports and critiques.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

GENERAL

For planning, this annex incorporates the assets of all agencies that would normally have the capability to provide for law enforcement search and rescue, traffic or crowd control and public safety.

ORGANIZATION

The organizations responsible for providing law enforcement and related support services for emergency operations are:

1. Oklahoma County Sheriff's Office, including the Bomb Squad
2. Other local police and sheriff agencies
3. Department of Public Safety (Oklahoma Highway Patrol)
4. Office of the State Attorney General
5. Oklahoma State Bureau of Investigation
6. Alcoholic Beverage Laws Enforcement Commission
7. Oklahoma Military Department
8. Department of Agriculture, Food and Forestry
9. Oklahoma Tourism and Recreation Department
10. Wildlife Conservation Commission
11. Department of Corrections
12. Fire Marshal
13. Oklahoma Bureau of Narcotics
14. Oklahoma Department of Human Services, Office of Inspector General
15. Chief Medical Examiner
16. Department of Emergency Management
17. Oklahoma Office of Homeland Security
18. Oklahoma Highway Patrol

ASSIGNMENT OF RESPONSIBILITIES

MIDWEST CITY ATTORNEY

- Provide a legal representative to the Emergency Operations Center as requested.
- Provide legal advice to the City Manager or Emergency Management Staff on the legality or interpretation of laws and regulations related to disaster remedial or relief actions.

MIDWEST CITY EMERGENCY MANAGEMENT

- Elevate EOC Operation Level to support response, coordinate resources
- Provide ongoing situational awareness throughout operations

MIDWEST CITY POLICE DEPT.

- Exercise coordination and/or supervision of all traffic control, search and rescue operations. security operations, riot control operations and other law enforcement requirements within city limits.
- Prepare law enforcement plans such as traffic control, crowd control, and area and installation security.
- Designate key personnel to operate from the Emergency Operations Center.
- Monitor communications for warnings
- Provide security for key facilities. not listed for security reasons.
- Provide warnings to affected areas when localized flood conditions exist.
- Provide for the security, protection, and relocation of jail inmates.
- Prepare mutual support agreements with other agencies or departments who may render or request assistance.
- Maintain SOPs and exercise them to ensure immediate response.

MIDWEST CITY PUBLIC WORKS

- Provide barricades and other traffic control devices as needed

OKLAHOMA COUNTY SHERIFF'S OFFICE

- Coordinate all law enforcement in the county.
- Disseminate warnings throughout the county as needed.
- Coordinate relocation traffic control.
- Coordinate mutual aid agreements.
- Support emergency public safety activities.
- Provide for the security, protection, and relocation of inmates in county custody.
- Provide explosive containment and disposal services.
- Rural search and rescue operations outside the jurisdiction of Midwest City

63RD CST

The 63rd WMD Civil Support Team, available through the Military Department, can detect and identify most biological, chemical and nuclear agents.

- The OKNG should retain an NGRF (National Guard Reaction Force), consisting of a Quick Reaction Force (QRF) which will on orders, Alert, Assemble, and Deploy within 4 hours and a Follow on Force (FOF), which will on orders, Alert, Assemble, and Deploy within 24 hours in order to prevent or respond to natural disasters, terrorist attacks or incidents in support of civil authorities within the borders of Oklahoma and/or the United States.
- Submit reports as required by the Emergency Manager, Midwest City Police Department, and own local SOPs.
- Designate one representative to operate from the Emergency Operations Center.
- Maintain current SOP to be used in emergency operations.

Other supporting Law Enforcement agencies should respond as requested and operate within the established Incident Command.

The Oklahoma State Bureau of Investigation (OSBI) is the primary State Coordinating Agency with the Federal Bureau of Investigation (FBI) to coordinate assistance as needed during a terrorist incident.

The Oklahoma Office of Homeland Security (OKOHS) is the primary point of contact for homeland security related issues at the state and local levels and has developed State Regional Weapons of Mass Destruction (WMD) and Hazardous Material Response Teams.

The Oklahoma Highway Patrol responds to any active assailant incident at a school.

Each department and agency with responsibilities concerning national, state and/or community infrastructure should identify such infrastructure and take actions to mitigate the results of a possible act of terrorism on those capabilities.

CONTINUITY OF OPERATIONS

- The Midwest City Police Department, in coordination with all law enforcement agencies and law enforcement support agencies identified above, should develop their own succession of leadership plans in support of emergency operations.

ADMINISTRATION

The Midwest City Police Chief will review and update this annex annually, with any needed assistance from the Emergency Manager.

ESF #14 LONG TERM COMMUNITY RECOVERY & MITIGATION

FEMA LIFELINES:	ALL
COORDINATING DEPARTMENT:	MWC City Emergency Management
ASSISTING CITY DEPARTMENTS	MWC Economic Development MWC Engineering and Construction MWC Fire Department and Fire Marshal MWC Public Information MWC Grants Management MWC Parks and Recreation MWC Communication and Marketing MWC Public Works
ASSISTING/COOPERATING PARTNERS:	American Red Cross FireLink Midwest City Midwest City Chamber of Commerce Mid-Del Schools Oklahoma Department of Mental Health and Substance Abuse Services Oklahoma Insurance Commission Oklahoma Medical Reserve Corps OKVOAD Private Sector Partners Small Business Administration The Salvation Army
COUNTY COORIDNATING AGENCY:	Oklahoma County Emergency Management Oklahoma City-County Health
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	US Department of Homeland Security

INTRODUCTION

ESF 14 has largely been superseded by the National Recovery Framework. This ESF will remain in place until the Community Recovery Plan is adopted.

This ESF is structured in two parts - Assistance Programs, and Recovery and Reconstruction

The primary focus of this ESF is:

- The establishment and location of Disaster Recovery Centers (DRCs).
- The collocation of all local and state agencies with roles in delivering disaster assistance or assisting survivors with disaster assistance problems at a single site.
- The collocation of all federal agencies with roles in delivering disaster assistance or assisting survivors with disaster assistance problems at a single site jointly with local and state relief agencies.
- The provision of assistance to state and local agencies for compiling damage and expense reports for submission to FEMA for reimbursement under the public assistance provisions of PL 93-288.
- The declaration of a state of emergency by the Mayor.
- The assessment of long-term economic impact of the disaster on the economy of the disaster area(s), and the subsequent development of plans for the restoration of the economic infrastructure therein.

The Midwest City Department of Emergency Management, acting with the authority of the Mayor and City Manager, should do everything in its power to ensure rapid delivery of disaster assistance programs to the survivors in impacted areas.

PURPOSE

To provide for the delivery of local, state, and federal recovery assistance to survivors in areas of the state affected by a disaster.

To assist local communities with the development of long-range recovery and redevelopment plans following a disaster.

SITUATION AND ASSUMPTIONS

SITUATION

- Many disasters have the potential to create extensive damage, both in terms of physical structures and bodily injuries and in terms of the economic impact on the affected area.
- The city must follow specific guidelines for requesting state and federal assistance in the aftermath of a major disaster. These guidelines are spelled out in PL 93-288, and various FEMA administrative regulations. Recovery operations generally fall into one of three broad categories: Public Assistance, Individual Assistance and Mitigation. The specifics of these programs are contained in the Oklahoma State Strategic Natural Hazard Mitigation Plan and separate Administrative Plans on file at the State EOC.
- State and federal assistance programs are available to assist individual survivors, businesses, and state and local governments and certain private non-profit organizations in dealing with the financial ramifications associated with major disasters.

ASSUMPTIONS

- There will continue to be small, non-Presidentially declared disasters that may create economic hardship in our community.
- Grants and low interest loans may be available to assist local communities with recovery and reconstruction issues following a disaster in Oklahoma.
- The State of Oklahoma Public Assistance Program may, in some cases, provide funds to help local jurisdictions when damages are not severe or widespread enough to warrant a Presidential declaration.

CONCEPT OF OPERATIONS

Following a disaster, many survivors may require assistance in addition to or in lieu of the assistance provided by their insurance carriers. The Federal government, and to a lesser extent the State government, has a wide variety of assistance programs to assist individual survivors of the disaster, as well as the various public and private entities that responded to or suffered damage as a result of the disaster. This process is outlined in the State Emergency Operations Plan.

ACTIONS

MITIGATION AND PREPAREDNESS

- Provide personnel with the appropriate training to participate in activities designed to increase the ability to respond and affect short and long-term recovery and mitigation strategies, thus reducing the impact of future events or disasters.
- Actively participate in the creation, review and regular update of the City's Hazard Mitigation Plan.
- Review and update disaster procedures related to ESF-14
- Participate in recovery-based drills and exercises as appropriate.

RESPONSE

- Maintain direction and control of disaster response and recovery operations.
- Begin performing recovery functions as response continues.

RECOVERY

- Assess the social and economic impact to the jurisdiction and coordinate efforts to address short and long-term recovery issues.
- Continue recovery operations until all necessary actions have been completed. This may be long after the response concludes.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

GENERAL

Recovery is a whole-community process and requires input and assistance from everyone to be successful. Time and money spent developing mitigation, preparedness and response capabilities will pay dividends in shorter recovery times for our community.

ORGANIZATION

Emergency Management coordinates long-term recovery with assistance and support from all City departments and many community partners.

During the transition to recovery, Emergency Support Functions are grouped into core recovery capabilities which provide a structure to facilitate problem solving, improve access to resources, and foster coordination among all response partners. The six RSFs are:

- Community Planning and Capacity Building
- Economic Recovery
- Health and Social Services
- Housing
- Infrastructure Systems
- Natural and Cultural Resources

ASSIGNMENT OF RESPONSIBILITIES

FIRELINK MIDWEST CITY

- Provide assistance and referrals for survivors and local businesses relevant to the six Recovery Support Functions.
- Conduct home visits and intake assessments for potential new FireLink clients affected by the disaster.

MIDWEST CITY EMERGENCY MANAGEMENT

- Elevate EOC Operation Level to support response, coordinate resources
- Provide ongoing situational awareness throughout operations
- Coordinate distribution of generators to sites where critical needs exist and restoration will be delayed
- Facilitate operation of heating or cooling stations as needed.
- Provide emergency water from grant purchased supply.
- Compile damage assessment information and provide results to State EOC.
- Locate potential sites for DRCs in areas affected by the disaster and provide information to State EOC.
- Coordinate damage assessment activities at the local level.
- Arrange for use of buildings, facilities, equipment and supplies for DRCs and JFOs, and other needed sites during disaster recovery operations.
- Work with OKVOAD to coordinate the establishment of Long-Term Recovery Committees.
- Compile financial records associated with response to the disaster for use in Federal reimbursement programs.
- Facilitate sharing of information and identification of issues among agencies and ESFs to minimize delays for survivors receiving assistance.

MIDWEST CITY GRANTS MANAGEMENT

- Administer the CDBG program and other grant/loan programs.
- Develop economic projections for disaster-affected communities.
- Assist Emergency Management with Public Assistance applications.
- Assist the community with redevelopment issues.

MIDWEST CITY ENGINEERING & CONSTRUCTION

- Responsible for implementing the floodplain management policies associated with the National Flood Insurance Program.

MIDWEST CITY CHAMBER OF COMMERCE

- Promote preparedness and resilience among local businesses with education and training, as well as resources.
- Work with Midwest City Emergency Management to incorporate Midwest City based businesses into the City's Whole Community Planning Group to enhance public-private partnerships and expedite the efficient response to and recovery from major incidents.
- Facilitate and coordinate recovery efforts for Midwest City businesses in conjunction with Midwest City Emergency Management and FireLink MWC.
- Support local business owners in developing Continuity of Operations plans that will allow them to provide their services to the community in the aftermath of a major disaster.

- Assist the community in redeveloping tourism-based industries; develop products for media outlets concerning the availability of tourist destinations in our community.

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES.

- Develop and submit applications for immediate services and regular services crisis. counseling grants and other applicable grants as appropriate and as needed.
- Operate/over-see crisis counseling programs.
- Coordinate mental health, substance abuse, and domestic violence services to survivors of the disaster, first responders, and others as needed.
- Provide consultation and support to the Governor's office, Department of Emergency Management, and other agencies as needed regarding necessary mental health, substance abuse, and domestic violence services after a disaster.
- Develop, coordinate and/or provide relevant training curriculum to persons providing services to disaster survivors, first responders, and others.

OKVOAD

- Provide disaster assistance services to disaster survivors and relief workers.

WHOLE COMMUNITY PLANNING GROUP

MITIGATION, PREVENTION, AND PREPAREDNESS

- Meet regularly to ensure program/contact information is up to date, discuss lessons learned from incidents and exercises, and explore ways to leverage available resources.
- Coordinate development of strategies and plans to address key issues for disasters. These may include incident housing and permanent housing, contaminated debris management, decontamination and environmental restoration, restoration of public facilities/utilities and infrastructure, restoration of parks, recreational facilities, and long-term community recovery.
- Involve, as appropriate, state, local, federal government representatives, local planning and building science organizations, NGOs, and private-sector partners in pre-event planning.
- Participate in drills and exercises, as appropriate.

ACTIONS

RESPONSE

- Gather information to assess the scope and magnitude of social and economic impacts
- Develop an agency-specific plan to delineate specific agency participation to support specific community recovery and mitigation activities using pre-incident plans to the extent appropriate and take actions to avoid duplication of assistance to recipients.
- Facilitate sharing of information and identification of issues among agencies and ESFs to coordinate early resolution of issues and the delivery of federal assistance to minimize delays for assistance recipients.
- Coordinate recommendations for long-term community recovery with appropriate state and/or federal departments
- Facilitate recovery decision-making among ESFs

RECOVERY

In the aftermath of a disaster affecting Midwest City, the Mayor and/or City Manager's Office are responsible for making a determination of how greatly the incident will affect the city's economy.

- The Midwest City Whole Community Planning Group should develop a plan of action relative to those economic impacts and appoint a task force to oversee implementation of that plan, if requested.

ASSISTANCE PROGRAM ACTIVITIES

MIDWEST CITY EMERGENCY MANAGEMENT

- Develop plans and procedures for coordinating and providing respective disaster assistance activities (i.e., the administration of disaster assistance programs offered through the state or federal government, providing assistance to state or local agencies with respect to damage assessment activities, etc.).
- Develop policies and procedures for compiling damage assessment information concerning agency-owned/managed facilities.
- Develop procedures and policies concerning the assignment of personnel to DRCs when requested by OEM.

MIDWEST CITY CITY COUNCIL

Develop procedures and policies for coordinating with local officials the incorporation of mitigation strategies into new construction following a disaster.

RESPONSE AND RECOVERY

MIDWEST CITY EMERGENCY MANAGEMENT

- Attend briefings, coordinate activities with other participant organizations.
- Set up work area(s), report needs to the EOC Director, and initiate response/recovery activities as dictated by the situation.
- Maintain logs of activities, messages, etc..
- Initiate internal notification/recall actions as appropriate.
- Deploy personnel and activate procedures for collecting and processing damage assessment information.
- Activate procedures for providing technical and regulatory assistance to state and local jurisdictions with respect to damage assessment, hazard mitigation, response, and recovery and reconstruction activities as dictated by disaster situation.
- Provide liaison to the State Hazard Mitigation Team and attend meetings as appropriate.
- Work towards the development of a strategy for dealing with the potential effects of disasters upon our community.
- Identify agencies/organizations in the private and public sector that could provide technical or financial assistance to the affected local communities.

MIDWEST CITY ENGINEERING & CONSTRUCTION

- Implement the requirements of the National Flood Insurance Program.

MIDWEST CITY COMMUNICATIONS AND MARKETING

- Provide public information services to news media and government officials, including DRC locations and service hours.

MIDWEST CITY MAYOR/CITY MANAGER'S OFFICE

- Receive briefings and situation reports from the Midwest City Emergency Manager regarding the scope of disaster. review preliminary damage assessment intelligence. and make decisions regarding any declarations necessary with respect to the disaster.
- Submit request to State Department of Emergency Management for Presidential disaster declaration if appropriate.

OKVOAD

- Activate plans for each organization's individual and family assistance programs.
- Coordinate disaster assistance programs for individuals and families offered by OKVOAD, and all other non-governmental voluntary and charitable organizations through the DRC(s). In addition to OKVOAD agencies, DRC participants may include, but are not limited to:
    - Department of Housing and Urban Development
    - Small Business Administration
    - Farm Service Agency
    - Internal Revenue Service
    - Department of Veteran's Affairs
    - Social Security Administration
    - Department of Justice
    - Oklahoma Department of Human Services
    - Oklahoma Department of Employment Security
    - Department of Mental Health and Substance Abuse Services
    - Young Lawyer's Conference, Oklahoma
    - Insurance Commission
    - Oklahoma Department of Commerce

CONTINUITY OF GOVERNMENT

- Lines of succession to each department head will be according to the SOPs established by each department with a primary or secondary mission.
- Continuity of Operations for each department will be according to the Continuity of Operations Plan (COOP) developed and published by each department with a primary or secondary mission.

ADMINISTRATION

The Emergency Manager will review and update this annex annually.

APPENDIX 1. Disaster Recovery Centers

PURPOSE

The purpose of the Disaster Recovery Center (DRC) is to provide individual disaster survivors one-stop access to disaster assistance as quickly and conveniently as possible.

II. SITUATION

In the event of a major disaster declaration, the provisions of PL 93-288, as amended, becomes effective. This authorizes the establishment of DRCs to provide information to disaster survivors and receive applications for assistance. A DRC will house all Federal, State, local and private sector disaster agencies.

III. CONCEPT OF OPERATIONS

A. After a major disaster declaration has been requested by the Governor and declared by the President, FEMA is responsible for administering and coordinating federal disaster assistance programs in the affected area(s). Federal assistance is designed to supplement the efforts of state and local governments.

B. To provide assistance quickly and conveniently to disaster survivors, FEMA may establish DRCs in several locations throughout the affected area(s). The magnitude of the disaster and the number of survivors will determine the number of centers to be established.

C. OEM and local Emergency Managers should pre-identify potential DRC sites for use during emergencies affecting the individual counties, considering population densities and the specific hazards that might affect the jurisdiction.

IV. ORGANIZATION AND RESPONSIBILITIES

A. Federal

1. The Federal Coordinating Officer (FCO) is responsible for the coordination of all federal disaster assistance efforts in the affected areas. The FCO works closely with the State Coordinating Officer (SCO) to ensure effective implementation of assistance programs. The FCO and its staff are usually located in the JFO established to serve as the central management point for all Federal disaster operations in the affected areas(s).

2. The Individual Assistance Officer (IAO) is the principal officer on the FCO's staff for all matters pertaining to individual assistance programs, including the establishment, location, and operation of the DRCs and mobile teams.

3. The Public Assistance Officer (PAO) is the principal officer on the FCO's staff responsible for all matters pertaining to the administration of public assistance to the state and local government and nonprofit organizations in the area(s) affected by the disaster.

4. The Mitigation Officer is the principal officer on the FCO's staff responsible for coordinating all mitigation matters relative to the disaster.

5. The DRC Manager is the FEMA representative in the operation of the DRC. appointed by and working for the IAO.

6. DRC agency representatives may include federal personnel from the following:

a. Department of Housing and Urban Development

i. Temporary housing assistance

ii. Mortgage and rental assistance

b. Small Business Administration.

Disaster loans for the rebuilding, repair, or refinancing of damaged real and personal property which is not fully covered by private insurance.

c. Farm Service Agency.

i. Financial assistance to farmers who perform emergency conservation measures on farmlands damaged by a natural disaster.

ii. The Farm Service Agency may also provide low interest emergency loans to qualifying producers affected by a disaster.

d. Internal Revenue Service.

Tax assistance in computing tax credits based on disaster losses.
e. Department of Veteran's Affairs.
VA assistance, including VA death benefits, pensions, insurance settlements, and adjustments to VA-insured home mortgages.
f. Social Security Administration.
Social Security assistance for recipients in expediting delivery of checks delayed by the disaster, and assistance in applying for disability, death, and survivor benefits.
g. Department of Justice.
Provide legal services to individuals who are otherwise unable to secure such services.
B. State
1. The State Coordinating Officer (SCO) works closely with the FCO to ensure effective implementation of disaster assistance programs.
2. Individual Assistance Officer (IAO) is the principal staff officer for the SCO for all matters pertaining to individual assistance, including the establishment, location, and operation of the DRCs.
3. The DRC Assistance Manager is appointed by the IAO to assist the Federal DRC Manager with the state components of the operation.
4. The following state agencies may have representatives at the DRC:
a. Department of Human Services. Distribution of food coupons (USDA programs) to eligible survivors. Coordinate services for the elderly.
b. Department of Employment Security. Disaster unemployment assistance and job placement assistance for those who lost jobs due to the disaster.
5. Department of Mental Health and Substance Abuse Services. Referrals to appropriate mental health agencies to relieve mental health problems related to the disaster.
6. Young Lawyer's Conference, Oklahoma. Legal services to low-income individuals who are otherwise unable to secure such services.
7. Insurance Commission. Insurance claims counseling to disaster survivors requiring such assistance.
8. Department of Commerce. Assistance to disaster survivors with problems associated with unfair consumer practices.
9. OEM should arrange for and coordinate, as required, DRC facility space and/or equipment in the event that support requirements exceed local government capabilities.

10. Private Relief Agencies
American Red Cross/Salvation Army. Provide representatives in the DRC to assist survivors and should refer survivors to respective service centers or other appropriate facility as dictated by the situation.

V. SELECTION OF DRC SITES

Local jurisdictions, in coordination with OEM and FEMA, should assist in the selection of potential DRC sites, subject to the approval of the FCO and SCO. OEM should always assist with this task.
Potential sites should include a large open floor space on a ground floor, should include restrooms, utilities, and sizable parking facilities, and should be handicapped accessible. FEMA should provide signs for the DRC.
The Chief, Recovery and Mitigation Division, OEM, maintains the specific requirements that are needed when establishing a DRC. Midwest City Emergency Management also has this information.

VI. PROCEDURES

A. The disaster survivor reports to the DRC and is greeted by a receptionist. The receptionist provides the survivor with a registration form and ensures that the form is understood by

the survivor.
B. The survivor is then directed to a registrar and interviewed using the registration form. Once the registrar determines the survivor's problems and needs, the survivor will be directed to the appropriate assistance provider(s).
C. Once the survivor has completed the circuit through the agencies, the survivor should receive an exit interview to ensure that he/she has seen the proper agencies, that he/she is satisfied with the assistance being offered, and that he/she understands the next steps to take.

ESF #15 EXTERNAL AFFAIRS

FEMA LIFELINES:	COMMUNICATIONS
COORDINATING DEPARTMENT:	MWC Communications and Marketing MWC Emergency Management MWC Fire MWC Police
ASSISTING CITY DEPARTMENTS:	All City Departments
ASSISTING/COOPERATING PARTNERS:	All Community Partners
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management

PURPOSE

The purpose of this annex is to provide and maintain operational consistency throughout the city in the area of emergency information, legislative and congressional affairs and community relations. With one shared philosophy and mission, Public Information Officers (PIOs) for State, County and Municipal entities will be able to provide information to our citizens in a responsive, well-managed manner during emergencies and disasters.

For this annex, PIOs represent their own agency and speak about their agency's involvement in response and recovery operations in an incident driven environment.

This annex provides for public information, education, and media relations functions incorporating a Joint Information System (JIS) as the information source and Joint Information Center (JIC) operations, either from the State Emergency Operations Center (EOC), at a media center set up at the site of the incident, or a Joint Field Office, as the contact point for information delivery.

In addition to the JIS and JIC, information may be provided to or from one or more disaster sites for information, education and media and public education through one or more of the following resources, cable channels and/or satellite uplink operations, special publications, radio feeds, special projects such as teleconferencing, as well as interagency photo and video documentation utilized as shared resources with agencies of government, and the media. The merits of each information gathering and delivery source should be evaluated, based on need, and procedures to acquire and use each or all sources, used as applicable and necessary.

Resource requirements, including staffing, equipment, office supplies, and office facilities required should be tailored to the type and magnitude of each specific disaster and full, or partial activation of this plan should be addressed on a case-by-case basis. It is recommended that all Public Affairs elements be integrated into the JIS on a daily basis where possible. In the event of an emergency, other entities should be added as the event demands. PIOs for all agencies participating in the disaster should be integrated into a JIC if one is established.

SITUATION AND ASSUMPTIONS

SITUATION

- During emergencies and disasters, the public needs detailed information regarding protective actions which need to be taken to minimize the loss of life and property. The City of Midwest City should make every effort to provide timely, accurate emergency information through both conventional non-conventional news media sources. A community outreach program of public education for responding to, recovering from and mitigating hazards that pose a threat to a community to ensure necessary protective measures should be in place and work as foundation for emergency public information efforts.
- In many incidents, the Fire Department or Police Department PIO or their designee will serve as PIO for Incident Command. The City's Communications and Marketing Director or designee will serve as the PIO for the EOC. They may establish a Joint Information Center to enable seamless communication and messaging.

ASSUMPTIONS

An effective public information program which combines both education and emergency information will significantly reduce disaster casualties and property damage. It is recognized, however, that people are generally unconcerned about hazards until affected, despite educational programs. Thus, special emphasis must be placed on the effectiveness of the emergency information program at the policy-making level of government.

CONCEPT OF OPERATIONS

Upon activation, the PIO is responsible for providing the community with information on known or existing emergencies that affect Midwest City or the surrounding areas. Emergency public information includes such details as protective actions the public should take, such as sheltering or evacuation.

Should the situation warrant, Midwest City may activate a Joint Information Center (JIC) to include representatives from all involved jurisdictions and partners. All involved organizations should provide staff to help answer calls and coordinate media activities under the supervision of the Public Information Officer. When implemented, periodic briefings and press releases should be coordinated through the JIC.

It is the PIO's responsibility to provide the public, via the news media, social media, and other outlets, accurate and timely information about emergency and disaster response and recovery operations. This should reduce or eliminate inaccurate information that may arise and ensure vital emergency and disaster information is delivered to the residents and businesses of Midwest City. It is critical that one PIO be the sole spokesperson for the City during emergencies, and that all messages are coordinated through him/her and approved by the Incident Commander before distribution.

Personnel/staffing should be tailored to the needs of the situation. A functional organization should be established with responsibilities for ongoing activities. Participating PIOs may have duties assigned to fulfill the needs of the information collection and dissemination process. Assignments should be in addition to performing duties for their own agencies. PIOs participating in the JIC may perform additional functions as outlined in the JIC-SOP.

Office space, equipment and supplies, as appropriate to support the effort should be provided, either at the EOC, a site near the Incident Command Post, or at a Joint Field Office, as appropriate to the situation.

ACTIONS

Initial Actions for the Public Information Officer following the notification of an incident will be notification of the Mayor and/or City Manager to discuss messaging priorities as well as the possible involvement of PIOs from other affected agencies and through mutual agreement determine their level of involvement in JIS-JIC operations. During this phase, the PIO and all concerned agency PIOs jointly craft news releases and determine input and release procedures for the JIS according to the needs of the emergency or disaster situation. As a part of this communication process, the JISs functions to serve our community and establish contact with media outlets necessary to reach those audiences.

All Emergency Public Information messages must be approved by the Incident Commander, who has authority from the MAC Group.

The information collection and dissemination process should conform to the following phases of management.

MITIGATION AND PREPAREDNESS

- Conduct public awareness and education programs.
- Coordinate with public and private sector partners and the media.
- Coordinate with PIOs from community partners and other jurisdictions, establish and maintain a robust Joint Information System.
- Prepare external affairs plans and exercise those plans.
- Create pre-scripted messages for common incidents

RESPONSE

- Release public information.
- Coordinate rumor control.
- Schedule news conferences and other events.
- Handle legislative inquiries.
- Establish a Joint Information Center (JIC) if needed

RECOVERY

- Provide public information.
- Handle legislative inquiries.
- Compile records of and document event.
- Assess effectiveness of information and educational programs.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

GENERAL

The Public Information Officer is responsible for all education and informational programs conducted to exercise this plan. He/she should coordinate with MWC Emergency Management to develop and implement these programs.

Lines of succession to Public information Officer will be in accordance with departmental SOPs.

ORGANIZATION

The Public Information Officer is a member of the Command Staff.

ASSIGNMENT OF RESPONSIBILITIES

DESIGNATED PUBLIC INFORMATION OFFICER

- Create and maintain public confidence in emergency management through public awareness campaigns, presentations, information on the agency web site, and nondisaster news stories.
- Assist state agencies, local jurisdictions, private industry, and non-profit organizations with public information planning.
- Promote goodwill and cooperation among state and local news media that ensures the accurate dissemination of emergency information.
- During emergency operations, the Public Information Officer has the primary responsibility for providing emergency public information and general situation information.
- Those departments and organizations not previously identified in this EOP are responsible for establishing their respective line of succession and the publication of their respective Continuity of Operations Plan (COOP).

CONTINUITY OF GOVERNMENT

The Public Information Officer must have at least two (2) trained backups available who have access to all City media accounts.

ADMINISTRATION

The Director of Communications and Marketing will review and update this annex annually, with any needed assistance from the Emergency Manager.

ESF #16 DONATIONS & VOLUNTEER MANAGEMENT

FEMA LIFELINES:	Food, Water, Shelter. Health and Medical
COORDINATING CITY DEPARTMENT:	Midwest City Emergency Management
ASSISTING CITY DEPARTMENTS:	Midwest City Communications and Marketing, Midwest City Human Resources
ASSISTING/COOPERATING PARTNERS:	Midwest City Chamber of Commerce OKVOAD Donation and Volunteer Management Committee OEM Volunteer Coordinator/Donations Coordination Team Top Tier Tactical
COUNTY COORDINATING AGENCY:	Oklahoma City-County Health Department (OKMRC)
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	FEMA

PURPOSE

The purpose of this annex is to define the organization, operational concept, responsibilities and procedures to accomplish emergency donations management requirements.

Donations management includes all undesignated in-kind donations, volunteers, donated services, contributions and funding. This annex provides procedures for the coordination, acceptance, control, receipt, storage, distribution and disposal of donation management responsibilities.

This annex is applicable to all agencies, organizations, and personnel with donations management support function responsibilities.

This annex outlines a donation management coordination program which can be implemented once it is determined that the emergency situation or disaster is of such magnitude, or is receiving high media attention, that donations management is needed. It will be available in any local, state or federal disaster situation.

SITUATION AND ASSUMPTIONS

SITUATION

Certain agencies have established systems of accepting, warehousing and distributing donated goods, funds and use of volunteer management systems. There are occasions when similar services are needed during emergency situations. The coordination of donated goods, funds and use of volunteer management systems are essential to responding to the emergency as well as recovering from the emergency to provide feeding, congregate sheltering, emergency first aid, coordinating emergency volunteer response and other recovery operations during emergency conditions.

ASSUMPTIONS

- Lack of an organized management system for donations and volunteers will result in chaos and detract from an otherwise effective disaster response. Without control, large amounts of unsolicited, unusable donations and volunteers will be sent to the disaster area.
- Midwest City Emergency Management will be the lead agency for donation management and coordination of city resources. MWCEM should work with applicable government support and volunteer agencies (VOAD) who form the Donations Coordination Teams (DCTs).
- Private-sector partners may assist with warehousing donated goods, as well as managing spontaneous volunteers.
- That the DCT should coordinate with the MWC Chief Communications Officer for the timely release of information regarding the needs of survivors, agencies involved in disaster relief, acceptable donations, volunteers and readily available points of contact to ensure appropriate and essential donations management.
- Cash donations are the most desirable form of assistance. Monetary donations require little personnel to process. They can be used directly to relieve suffering, buy needed disaster items and assist the recovery of the affected economy.
- This management system applies to those undesignated donations, financial donations, in-kind goods and volunteers that are offered due to the declared local, state or federal emergencies and disasters.

CONCEPT OF OPERATIONS

- Providing the expedient, effective delivery of donated goods, services and volunteers to meet the needs of the affected area is of primary importance for all response and recovery operations. In all probability, the outpouring of goods and services will exceed the needs of local agencies and government. Due to this inequity, a local DCT comprised of voluntary agencies (VOAD) and state agencies should be activated to facilitate the delivery of donations based on assessed needs.
- The distribution of volunteers and donations should necessitate cooperation with other emergency support operations. Close coordination among relief center(s), staging areas, and federal and volunteer organizations and agencies will be essential for the Donation Coordination Team.
- The OK Department of Emergency Management and OKVOAD should establish and staff with volunteers a 1-800 hotline and phone bank to receive calls for all donations of goods, services and volunteers. These calls should be distributed through the Donations Coordination Team to ensure proper and expedient use of donations and volunteers.
- Recovery activities will be the primary focus of most volunteer agencies. The team leader must ensure close coordination among all groups within the Donations Coordination Team. The Coordination Group's role will be critical in matching goods, services and volunteers to needs.

ACTIONS

MITIGATION AND PREPAREDNESS

- Provide consistent public messaging:
  - Why cash donations are preferable after disasters.
  - Encouraging volunteers to affiliate with disaster-related organizations and complete training if they want to help after a disaster.
- Assist volunteer organizations with recruiting efforts
- Develop a volunteer and donation management framework suitable for adaptation to any jurisdiction.
- Arrange for potential warehouse space and warehousing staff.

- Develop volunteer intake and training materials.
- Participate in training and exercises with emergency management partners for testing donations and volunteer management processes.

RESPONSE

- When requested, activate the volunteer registration portal and volunteer reception center as well as work order tracking system.
- Conduct volunteer intake, screening, and safety briefings.
- Secure warehouse space as needed.

RECOVERY

- Continue to operate work order tracking and volunteer assignment system as long as necessary.
- Document and sort all received donations, distribute according to accepted protocol.

ORGANZATION AND ASSIGNMENT OF RESPONSIBILITIES

GENERAL

Local partners will be needed to coordinate reception, storage, and distribution of donated goods as well as spontaneous unaffiliated volunteers (SUVs).

The OK Department of Emergency Management may assist with the donations management process according to the state Donation Coordination Team process outlined in the State Emergency Operations Plan

DONATIONS COORDINATION TEAM DEVELOPMENT

Team development requires the involvement of as many volunteer groups and social services agencies as possible. Voluntary Organizations Active in Disasters (VOADs) with national affiliations are the primary contact groups. The FEMA/OEM Volunteer Agency Coordinator and the FEMA/OEM Donations Coordinator should be included in the planning and organizational efforts to lend expertise and assure interface with the Federal relief programs and the Federal Response Plan. Regular meetings during an activation period and specific tasking of a variety of agencies will ensure continuity and active participation.

The Donation Coordination Team should activate upon direction of the Policy Group within the Emergency Operations Center (EOC) or at the direction of the Emergency Manager.

The Donation Coordination Team should participate in the identification of the roles and responsibilities of the members and other participating agencies. The team may consist of five components: Team Leader, Donations Group, Needs Group, Coordination Group, and Support Group.

Local and State Emergency Management should establish a coordination system with the Public Information Officers from all involved agencies and the Public Information Officer of OEM to ensure timely and appropriate dissemination of public information. Media statements must be coordinated and be non-conflicting.

The OK Department of Emergency Management should identify warehouse spaces available for donated goods, and secure agreements, if necessary, to use this space during disasters.

The OK Department of Emergency Management should identify staging areas (reception centers) for collection of donations in key areas and should identify staffing and management of these centers.

State and Local Emergency Management should use the FEMA Donation Management course to train all volunteers and paid staff on the Donations Coordination Team. Training should include EOC

operations, policies, and procedures relating to the volunteer service and donations program. Recognizing that members of the DCT will encounter thousands of citizens and private and government agencies, it is extremely important that team members be knowledgeable and competent.

VOLUNTEER MANAGEMENT

Volunteers in an emergency or disaster are used for many purposes other than Donations Management. Volunteers are managed during the response phase, with assistance from the Oklahoma Department of Emergency Management, by the Oklahoma Volunteer Organizations Active in Disasters (OKVOAD). The OKVOAD Volunteer Management Framework (9/10/13) governs the management of volunteers and is a tool designed to maximize use of volunteers in any situation.

Midwest City Emergency Management will convene partners from the community to help manage affiliated and unaffiliated volunteers, and the OKVOAD will support the local effort in multiple ways.

The Framework is composed of three major, distinct elements:

- a coordinated work order system.
- a digital volunteer registration portal. and
- plans for spontaneous, unaffiliated volunteer reception centers.

The Framework is necessary to maximize use of affiliated volunteers and ensure, in cases with large numbers of unaffiliated volunteers, all resources are in place to direct the correct volunteers to the greatest need.

If needed, the Oklahoma Department of Emergency Management may activate the MOU it has with the Texas Conservation Corps to provide volunteer management and tracking services.

ORGANIZATION

ESF-16 is often part of the Logistics Section but may be placed under Planning by the IC. This function may also be managed by the EOC if staffing is available.

RESPONSIBILITIES

MIDWEST CITY EMERGENCY MANAGEMENT

Midwest City Emergency Management will work with the OK Department of Emergency Management to ensure essential information is updated annually.

OKVOAD VOLUNTEER AND DONATION MANAGEMENT COMMITTEE

- Maintain and update volunteer and donation management framework and annexes.
- Provide resource support and technical expertise

OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT

Contact: 405-521-2481 or 1-800-800-2481

In incidents where the volume of donated goods received exceeds the City's ability to store and distribute it, The OK Department of Emergency Management should coordinate establishing and staffing a 1-800-Hotline and phone bank to receive calls of all donations of goods and services, and provide adequate personnel, phones, and space. The OK Department of Emergency Management should establish a standard operational policy regarding donations issues. Agencies involved in donations issues should participate in evaluation and monitoring of this policy. As cash donations are preferred, all agencies should agree on how solicitation of donations will be managed.

The OK Department of Emergency Management should establish a system to manage unsolicited goods and services.

CONTINUITY OF OPERATIONS

Participating agencies will operate according to their own Continuity of Operations plans.

ADMINISTRATION

The Emergency Manager will review and update this annex annually.

ESF #17 BUSINESS & INFRASTRUCTURE

FEMA LIFELINES:	ALL
COORDINATING DEPARTMENT:	MWC Economic Development and City Manager's Office
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Management MWC Grants Department MWC Information Technology MWC Public Works
ASSISTING/COOPERATING PARTNERS:	Midwest City Chamber of Commerce OKVOAD Agencies Top Tier Tactical The Willard Group Walgreens Pharmacies
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	Department of Homeland Security/Cybersecurity and Infrastructure Security (CISA)

PURPOSE

The physical safety and economic security of the citizens, business and industry of Midwest City are issues of common concern to the public and private sectors. There are actions these entities can take to prepare for, respond to, and quickly recover from an impact to Midwest City's business and industry. These actions will minimize business interruption and ensure the City's economic engine remains strong.

The purpose of Emergency Support Function #17 is to provide a framework for coordination and cooperation among public and private sector partners before, during and after disasters, emergencies or planned events in Midwest City.

Close collaboration between public and private sector partners throughout all phases of emergency management improves community resilience and ensures effective use of resources during emergencies.

SITUATION AND ASSUMPTIONS

SITUATION

- The private sector plays a leading role in designing and executing the coordination functions and other priorities of private-public collaboration under ESF-17.
- The multi-sector nature of ESF-17 presents unique opportunities for whole community integration throughout all phases of Emergency Management.
- The private sector includes for-profit and nonprofit organizations, formal and informal structures, commerce, and industries that comprise the national economy and are not part of a government structure.
- Nongovernmental organizations (NGOs) are a distinct category of organizations within the private sector and can include voluntary, ethnic, faith-based, veteran-based, disability, relief agency, and animal welfare organizations, among others.
- Approximately 25% of small businesses do not recover after a disaster, approximately 34% take six months or longer to re-open.

ASSUMPTIONS

- Many small businesses overestimate their level of preparedness for a major disaster. A recent study showed that 94% of business owners believed their business would recover if affected by a disaster, yet only 26% actually had a disaster plan in place.
- We cannot prevent natural disasters completely, but investment in loss mitigation measures would reduce overall long-term losses.
- Incident response is locally executed, state managed and federally supported.
- Public-private partnerships are critical to community resiliency. The private sector is a necessary partner in building community resilience and responding to disasters.
- Research shows that every dollar spent on climate resilience and preparedness could save communities up to $13 in damages, clean up costs, and economic impact.
- Cleaning up the area after a disaster and rebuilding destroyed homes and businesses requires significant time. The lost economic recovery time will exacerbate economic loss to the City.

CONCEPT OF OPERATIONS

- Local, state, tribal, territorial, and insular area governments typically have close collaborative relationships with critical infrastructure in their respective jurisdictions, such as with publicly- and privately-operated utilities. Increasingly, businesses and critical infrastructure sectors essential for maintaining and stabilizing community lifelines are represented at fusion centers and Emergency Operations Centers (EOC) operated by the government, providing situational awareness to homeland security and emergency management officials.
- The Midwest City Chamber of Commerce represents the business community in our area. Collaborative relationships provide the foundation for coordinating cross-sector operations and enabling readiness through multi-sector planning and exercises..

ACTIONS

Actions for ESF-17 are divided into four phases: Mitigation, Preparedness, Response, and Recovery.

MITIGATION AND PREPAREDNESS

- Conduct public outreach and support private-sector preparedness with “Storm-Ready Business” type program and other initiatives.
- Support deliberate planning by identifying critical nodes among infrastructure sectors.

- Analyze the requirements for stabilizing lifelines and restoring critical supply chains and identify critical options for emergency service restoration.
- Serve as the interface with businesses, industries, and critical infrastructure sectors not aligned to other ESFs.
- In collaboration with other ESFs, work to enable information sharing between the public and private sectors and to help ensure partner organizations have the information required to make informed incident-related decisions to promote resilient recovery.
- Collaborate with government coordinating structures, including other ESFs and RSFs, to share vital information about the status of critical infrastructure and commerce, response activities, and persistent vulnerabilities with national- and regional-level partners to foster shared situational awareness.
- Cooperate with Federal and State entities and continue to support sharing of information about physical and cyber threats, vulnerabilities, incidents, potential protective measures, and best practices.
- Develop strategies in coordination with MWCEM to incorporate private sector/businesses into ESF -17.
- Participate in local or State exercises or conduct an exercise to validate this Annex and supporting SOPs.
- Integrate NIMS principles in all aspects of planning for ESF -17.
- Maintain notification systems to support emergency/disaster response.
- Maintain a system to recognize credentials of associated agencies/personnel.
- Assist Emergency Management planners with protection, response, restoration and recovery priorities, and plans for such private sector critical lifelines as:
    - Supply Chain
    - Health and Medical
    - Food processing, distribution, and sale
    - Electrical power generation and distribution
    - Communications
    - Transportation
    - Banking
    - Insurance
    - Fuel
    - Building trades industry/forest products
    - Large building supply retailers
    - Hospitality and related service businesses
    - Light and heavy manufacturing and distribution

RESPONSE

- Assign and schedule sufficient personnel to cover an emergency activation for an extended period.
- Gather situational awareness and provide information on impacts, key events, status of response, and the like, in particular:
    - Status of businesses (open, closed, damaged, etc.) in and around impacted area.
    - Status of key commodities at stores (and in transit) in and around impacted area.
    - Status and needs of survivors and communities as reported by the private sector.
    - Significant issues that businesses are facing, particularly those for which the public sector can facilitate or expedite solutions, in particular issues relating to critical infrastructure or disruption to commodity supply chains.

- Assist, receive reports, and analyze private sector damage assessment information, e.g., insurance industry reports.
- Compile information to be included in EOC briefings, situation reports, and/or action plans.
- Coordinate with the Insurance Department for credentialing of adjusters.
- Monitor and report on business/industry specific response, recovery, and restoration teams.
- Assist EOC planners with developing protection and response priorities and plans for private sector critical lifelines and other economic/business sectors.
- Facilitate information sharing between government entities and private sector partners.
- Provide referrals to ESF-16 for offers of volunteers or need for volunteer assistance.
- Consult Hazard Specific Annexes for specialized actions.
- Support requests and directives resulting from a Governor's State of Emergency Declaration and/or Presidential Disaster Declaration.
- Evaluate the probability and period of the recovery phase for the event. Contribute to development of an After-Action Report.

RECOVERY

- Continue to coordinate activities and requests with partner ESFs.
- In coordination with the State and Federal governments, particularly the Oklahoma Insurance Department, assist in identifying and documenting economic and insurance impacts and losses.
- In case of a Small Business Administration (SBA) eligible disaster, assist in communicating eligibility criteria to affected businesses and survivors.
- Assist EOC planners with restoration and recovery priorities and plans for private sector critical lifelines and other economic and business sectors.
- Coordinate with business community members who need assistance, as well as the business community who can donate support.
- As requested, and as information is available, provide reports on impacts to affected businesses.
- Conduct business registration for post-disaster reentry as requested.
- Generate information to be included in EOC briefings, situation reports, and/or action plans.
- Participate in after-action meeting and any improvement plans.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

GENERAL

Businesses and infrastructure owners have primary responsibility for managing their individual systems in emergencies, and unequalled expertise to do so. ESF #17 supports growing efforts to enable collaboration among critical infrastructure sectors and helps coordinate and sequence operations to mitigate cascading failures and risks.

The successful execution of cross-sector operations depends overwhelmingly on the resources possessed by infrastructure owners and operators and other commercial elements. Government agencies can support these partners in important ways by providing analytic products, conducting more traditional missions such as road clearing and debris removal, and through other means such as regulatory relief and synchronizing operational priorities. Ultimately, however, private companies and public utilities are responsible for identifying the capabilities needed to stabilize their systems, just as they have primary responsibility for conducting their own emergency operations when incidents occur.

ORGANIZATION

ESF-17 is a cross-sector ESF and coordinates across all the other ESFs during each phase of emergency management.

RESPONSIBILITIES

All public sector partners share responsibility for ESF-17 functions in collaboration with ESF-5 (Emergency Management).

MIDWEST CITY ECONOMIC DEVELOPMENT

- Advise incoming businesses about preparedness initiatives within the City.
- Encourage new businesses to contact Midwest City Emergency Management to facilitate Emergency and Continuity of Operations Planning.

MIDWEST CITY EMERGENCY MANAGEMENT

- Invite private-sector partners to participate and take leadership roles in the City's Whole Community Planning Group.
- Provide preparedness information and training to local business and non-governmental organizations.

MIDWEST CITY CHAMBER OF COMMERCE

- Serve as liaison between local businesses and local Emergency Management to facilitate Emergency and Continuity of Operations planning education.
- Participate in Whole Community Planning meetings, processes, and exercises.
- Support community preparedness initiatives.
- Support community recovery activities as needed.

CONTINUITY OF OPERATIONS

- All businesses and agencies should appoint and train at least 3 personnel for every critical position.
- Businesses must identify critical functions and develop plans to continue those functions regardless of resource availability.

ADMINISTRATION

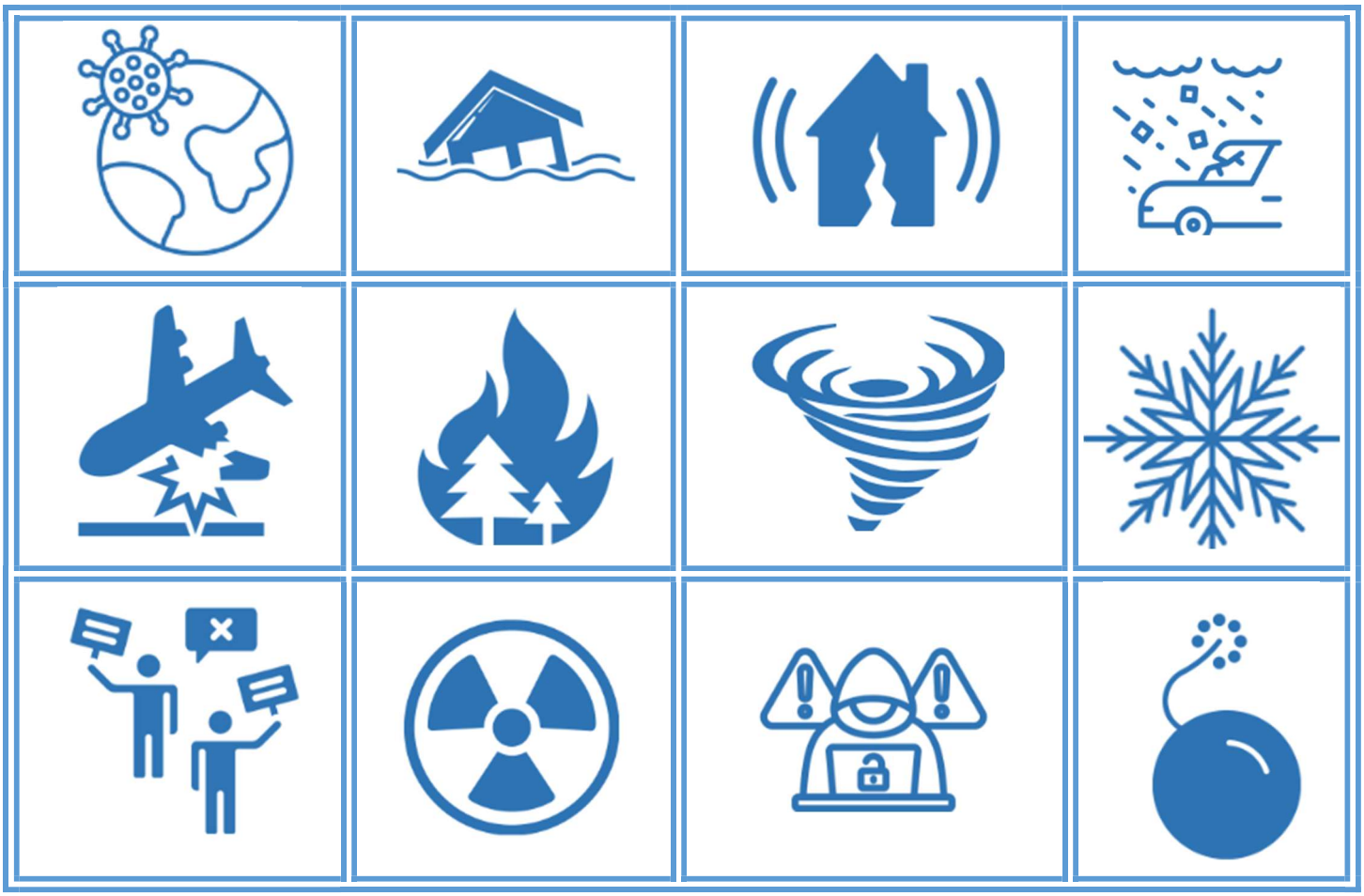
The Economic Development Director will review and update this annex annually, with any needed assistance from the Emergency Manager.

REFERENCES

The Economic Benefits of Investing in Climate Resilience | U.S. Chamber of Commerce

Most Small Businesses Believe They're Ready for Disasters, But Only 26% Actually Are, New Study Shows | U.S. Chamber of Commerce Foundation

HAZARD SPECIFIC ANNEXES



PURPOSE

The purpose of these Hazard specific annexes is to focus on special planning needs generated by individual incidents. They do not duplicate information in the Basic Plan or Emergency Support Function Annexes, other than to supply reference material.

Hazard specific annexes contain unique and regulatory planning details as well as essential operational actions. These annexes follow the same format as the other sections of the Emergency Operations Plan.

ACTIONS

The actions listed below are common to all hazards. Hazard specific actions are listed in each annex.

MITIGATION AND PREPAREDNESS

- Review and update emergency procedures.
- Identify potential hazards and their impacts as indicated in the Hazard-Risk Analysis and seek applicable resources.
- Prepare and maintain a current list of personnel, equipment and their locations needed to carry out their respective responsibilities.
- Ensure administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations.
- Participate in emergency exercises.

RESPONSE AND RECOVERY

- Respond uphill, upwind, and upstream of the incident
- Ongoing communication with representative of the facility where release occurred
- Timely, accurate messaging to the population in the affected area
- Capture cost data in accordance with NIMS and ICS.
- Participate in compiling after-action reports and critiques.
- Revise emergency plans using lessons learned.
- Assist in acquisition of federal recovery and mitigation dollars.

OBJECTIVES

Potential incident management objectives that will be common to most incidents, and remain ongoing throughout:

- Protect the life and safety of all first responders and city residents.
- Provide for the protection of critical facilities and city workforce throughout the incident
- Provide current, accurate, and consistent public information in a timely manner. provide regular updates via social media and city website.
- Monitor and communicate changing weather and fire weather conditions
- Work collaboratively with all stakeholders throughout the incident.
- Maintain accurate records of all resources used during the incident.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

Duties and responsibilities are as assigned in the Basic Plan and Emergency Support Function annexes.

ANNEX DEVELOPMENT AND MAINTENANCE

The Emergency Manager will develop these annexes, and review and update them as needed with input and assistance from the Whole Community Planning Group.

CIVIL UNREST

FEMA LIFELINES:	Communications. Food, Hydration, and Shelter. Safety and Security. Health and Medical. Transportation
ESFs:	1, 2, 5, 8, 12, 13, 15
RISK	Low
LEAD AGENCY/DEPARTMENT:	MWC Police Department
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Emergency Management MWC Fire Department MWC Risk Management MWC Public Works
ASSISTING/COOPERATING PARTNERS:	Del City Police Oklahoma County Sheriff's Office SSM Health St. Anthony - Midwest EMS Tinker AFB Fire
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	Federal Emergency Management Agency

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a civil unrest event affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

SITUATION

- There have been incidents of Civil Unrest in recent history in our area
- Some protests have lasted multiple days
- Protesters may disrupt essential city services by damaging infrastructure and/or facilities
- The effects of civil unrest may be direct or indirect

ASSUMPTIONS

- The Midwest City Police Department maintains respectful working relationships with special interest groups in the community. This may have helped keep protests in our city peaceful in the past
- Civil Unrest may occur at any time in response to events anywhere in the world

- Social media posts contribute to the development of civil unrest throughout the country and world when initial incidents are localized – rumor control will be critical

CONCEPT OF OPERATIONS

GENERAL

Civil unrest is any domestic situation such as a demonstration, strike, riot, or public panic that has the potential of causing casualties and/or major property damage and requires intervention to maintain public safety. Civil unrest typically occurs in response to political or social events occurring here or elsewhere in the world.

HAZARD SPECIFIC DEFINITIONS

- **Casualty** – a person or thing badly affected by an event or situation
- **Civil Unrest** – gathering of three or more people, typically in reaction to an event, with the intention of causing public disturbance in violation of the law
- **Disturbance** – breakdown of peaceful and law-abiding behavior
- **Riot** – violent disturbance of the peace by a crowd

INITIAL RESPONSE

Initial concerns in the event of civil unrest are:

- Personal safety
- Protection of city facilities and assets
- Incident stabilization

POTENTIAL INCIDENT-SPECIFIC OBJECTIVES

- Protect the rights of people to peacefully assemble, demonstrate, protest, or rally
- Provide public safety to people working in or passing through the area
- Identify and monitor potential contributors to and perpetrators of violent acts
- Establish a JIC including all involved jurisdictions to provide consistent messaging and rumor control

HAZARD SPECIFIC VULNERABILITIES

Anyone residing or working in the protest area is vulnerable if the situation becomes violent. Even if protesters remain calm, traffic and regular workflow may be interrupted.

MESSAGING

- Immediate protective actions
- Areas to avoid
- Rumor control

ACTIONS

Actions are grouped into the phases of emergency management. prevention, preparedness, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies.

MITIGATION, PREVENTION, AND PREPAREDNESS

- Expand Whole Community Planning Group to include underrepresented groups
- Review insurance coverage to ensure proper limits and terms are included
- Maintain active awareness of protests and movements in the area
- Harden critical facilities with walls, fences, and restricted areas
- Provide effective de-escalation training for all Public Safety personnel

- Continually monitor and analyze social media accounts related to potential protest activities. monitor Fusion Center bulletins and notifications.
- Develop and enforce employee social media policy
- Maintain and test emergency communications equipment
- Develop and exercise communication, evacuation, and relocation plan for critical city services

RESPONSE AND RECOVERY

- Enhance monitoring of large crowds
- Implement emergency communications for employees to receive updates
- Implement employee security measures regarding wearing uniforms, commute routes, etc.
- Establish a secure perimeter and staff as needed
- Debrief, interviews and written reports for all personnel
- Conduct damage assessments as quickly as possible
- Be sure to preserve evidence of any criminal activity
- Repair and/or replace damaged/destroyed facilities and equipment
- Use lessons learned for enhanced mitigation
- Provide mental health support/services as needed

REFERENCES

https://www.securitymagazine.com/articles/88297-when-critical-infrastructure-encounters-civil-unrest

DATA BREACH INCIDENT

FEMA LIFELINES:	ALL
ESFs	1, 2, 3, 5, 7, 8, 10, 12, 13, 15, 17
RISK	High
LEAD AGENCY/DEPARTMENT:	MWC Information Technology
ASSISTING CITY DEPARTMENTS:	MWC City Attorney MWC Communications and Marketing MWC Emergency Communications MWC Emergency Management MWC Fire Department MWC Police Department MWC Risk Management
ASSISTING/COOPERATING PARTNERS:	Infragard Oklahoma
COUNTY COORDINATING AGENCY:	Oklahoma County Sheriff's Office
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management Oklahoma Office of Homeland Security
FEDERAL COORDINATING AGENCY:	Cybersecurity and Infrastructure Security Agency (CISA) Federal Bureau of Investigation

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a data breach incident affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

SITUATION

Cyber-attacks are becoming more sophisticated and more common

ASSUMPTIONS

Midwest City will need to continue to maintain a rigid stance against cyber-attacks.

CONCEPT OF OPERATIONS

Essential City services rely increasingly upon technological tools. While this increases efficiency and quality, it also places the City at greater risk for cybercrime. As bad actors become more proficient and committed to compromising systems, the City must continually update and upgrade electronic protections.

HAZARD SPECIFIC DEFINITIONS

Authentication-the process of confirming the correctness of a claimed identity

Cookie-Data exchanged between an HTTP server and a browser (a client of the server) to store state information on the client side and retrieve it later for server use. An HTTP server, when sending data to a client, may send along a cookie, which the client retains after the HTTP connection closes. A server can use this mechanism to maintain persistent client-side state information for HTTP-based applications, retrieving the state information in later connections.

Denial of Service (DOS) – The prevention of authorized access to a system resource or the delaying of system operations and functions.

Malware- a generic term used for malicious code

Phishing- The use of e-mails that appear to originate from a trusted source to trick a user into entering valid credentials at a fake website. Typically, the e-mail and the web site look like they are part of a company with which the user is doing business

Ransomware- A type of malware that is a form of extortion. It works by encrypting a victim's hard drive denying them access to key files. The victim must then pay a ransom to decrypt the files and gain access to them again

INITIAL RESPONSE

Initial concerns in the event of a data breach incident are:

- Containment
- Preventing further access
- Restoration of compromised systems

POTENTIAL INCIDENT-SPECIFIC OBJECTIVES

- Identify and isolate compromised systems
- Prevent further intrusion
- Notify anyone potentially affected by the breach to minimize data misuse

HAZARD SPECIFIC VULNERABILITIES

- Unprotected computer systems
- Lack of employee vigilance

MESSAGING

- Immediate protective actions
- Rumor control

ACTIONS

Actions are grouped into the phases of emergency management. prevention, preparedness, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies.

MITIGATION, PREVENTION, AND PREPAREDNESS

- Maintain offline, encrypted backups of critical data
- Test backup procedures on a regular basis
- Regularly update critical systems
- Store applicable source codes or executables with offline backups
- Retain backup hardware to rebuild systems if rebuilding the primary system is not preferred
- Consider using a multi-cloud system to avoid vendor lock-in for cloud-to-cloud backups
- Create, maintain, and regularly exercise a basic cyber incident response plan and associated communications plan that includes response and notifications procedures
- Ensure a hard copy of the plan and an offline version is available
- Ensure data breach notification procedures adhere to applicable state laws
- Ensure the response plan and communications plan are reviewed and approved by City leadership and understood across the chain of command
- Conduct regular vulnerability scanning to identify and address vulnerabilities
- Regularly update and patch software and operating systems to their latest available versions
- Implement phishing resistant MFA for all services
- Conduct comprehensive cybersecurity awareness training
    - Educate all employees on proper passwords. consider using passwordless MFAs
- Use automatic updates for antivirus and anti-malware software

RESPONSE

- Determine which systems were impacted, and immediately isolate them
- Power down affected devices or disconnect from the network
- Examine intrusion detection system logs
- Initiate threat hunting activities
- For breaches involving personally identifiable information (PII), notify affected individuals so they can take steps to reduce the chance that their information will be misused.
- Take a system image and memory capture sample of affected devices
- Consult federal law enforcement, even if mitigation actions are possible, regarding possible decryptors available
- Conduct extended analysis to identify outside-in and inside-out persistence mechanisms
- Rebuild systems based on prioritization of critical services
- The designated IT authority declares the ransomware incident over, based on established criteria

RECOVERY

- Reconnect systems and restore data from offline, encrypted backups based on prioritization of critical services
- Document lessons learned from the incident and associated response activities, consider sharing with CISA or your sector ISAC to benefit others in the community

REFERENCES

CISA Stop Ransomware Guide- https://www.cisa.gov/sites/default/files/2023-05/StopRansomware_Guide_508c_0.pdf

Computer Fraud and Abuse Act - https://www.justice.gov/jm/jm-9-48000-computer-fraud

EARTHQUAKE

FEMA LIFELINES:	All
ESFS:	All
RISK	High
LEAD AGENCY/DEPARTMENT:	MWC Emergency Management
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Fire MWC Police Department MWC Public Works
ASSISTING/COOPERATING PARTNERS:	Oklahoma County Sheriff's Office Oklahoma National Guard SSM Health St. Anthony – Midwest, Midwest EMS Tinker AFB Fire
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Office of Homeland Security
FEDERAL COORDINATING AGENCY:	Department of Homeland Security

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from an earthquake affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

SITUATION

- Midwest City does not generally experience major earthquakes, but they do occasionally happen. buildings here are not typically designed to withstand them
- According to the United States Geological Survey, Oklahoma experienced 6 earthquakes of magnitude 4 or higher between 2010 and 2017
- The number and size of earthquakes in Oklahoma has decreased since 2018

- Central Oklahoma did experience the effects of an earthquake registering 4.5 on Monday, January 31, 2022. The epicenter was just south of the Oklahoma-Kansas border in Central Oklahoma. The area also experienced an aftershock of 2.6 that same day.

ASSUMPTIONS

- Based on history and location, Oklahoma County is unlikely to experience frequent major earthquakes in the future
- The decrease in seismic activity in Oklahoma may be due to efforts by state regulators and the oil industry to control wastewater injection
- The greatest concern for a significant earthquake is the Meers Fault near Lawton in Comanche County. The probability of a significant event from the Meers Fault is still under debate

CONCEPT OF OPERATIONS

GENERAL

An earthquake is the sudden movement of the Earth's crust at a fault line. Earthquakes can range in size from those that are so weak that they cannot be felt to those violent enough to propel objects and people into the air and wreak destruction across entire cities. The seismicity, or seismic activity, of an area is the frequency, type, and size of earthquakes experienced over a particular time. The word tremor is also used for non-earthquake seismic rumbling.

HAZARD SPECIFIC DEFINITIONS

- **Aftershocks** - Aftershocks are earthquakes that follow the largest shock of an earthquake sequence. They are smaller than the mainshock and within 1-2 rupture lengths distance from the mainshock. Aftershocks can continue over a period of weeks, months, or years. In general, the larger the mainshock, the larger and more numerous the aftershocks, and the longer they will continue.
- **Earthquake** - Earthquake is a term used to describe both sudden slip on a fault, and the resulting ground shaking and radiated seismic energy caused by the slip, or by volcanic or magmatic activity, or other sudden stress changes in the earth.
- **Epicenter** - The epicenter is the point on the earth's surface vertically above the hypocenter (or focus), point in the crust where a seismic rupture begins.
- **Fault** - A fault is a fracture along which the blocks of crust on either side have moved relative to one another parallel to the fracture.
- **Magnitude** - The magnitude is a number that characterizes the relative size of an earthquake. Magnitude is based on measurement of the maximum motion recorded by a seismograph
- **Plate Tectonics -** Plate Tectonics is the theory supported by a wide range of evidence that considers the earth's crust and upper mantle to be composed of several large, thin, relatively rigid plates that move relative to one another. Slip on faults that define the plate boundaries commonly results in earthquakes.
- **Richter Scale** - The Richter magnitude scale was developed in 1935 by Charles F. Richter of the California Institute of Technology as a mathematical device to compare the size of earthquakes. The magnitude of an earthquake is determined from the logarithm of the amplitude of waves recorded by seismographs. Adjustments are included for the variation in the distance between the various seismographs and the epicenter of the earthquakes. On the Richter Scale, magnitude is expressed in whole numbers and decimal fractions. For example, a magnitude 5.3 might be computed for a moderate earthquake, and a strong earthquake might be rated as magnitude 6.3. Because of the logarithmic basis of the scale, each whole number increase in magnitude represents a tenfold increase in measured

amplitude. as an estimate of energy, each whole number step in the magnitude scale corresponds to the release of about 31 times more energy than the amount associated with the preceding whole number value.

- **Seismic Zone** - A seismic zone is an area of seismicity probably sharing a common cause. Example: "The New Madrid Seismic Zone."
- **Seismology** - Seismology is the study of earthquakes and the structure of the earth, by both naturally and artificially generated seismic waves.
- **Tectonic** - Tectonic refers to rock-deforming processes and resulting structures that occur over large sections of the lithosphere.

INITIAL RESPONSE

Initial concerns in the event of an earthquake are:

- How many people are injured/killed?
- Where was the epicenter of the quake?
- What infrastructure is damaged or destroyed?
- Should we expect aftershocks?

POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Identify and secure any ruptured gas and water lines.
- Identify and mitigate any hazardous materials released.
- Evacuate unsafe structures as determined by City Engineer.
- Create and enforce a secure perimeter around any unstable structures.

HAZARD SPECIFIC VULNERABILITIES

Everyone is vulnerable to earthquakes. they occur without warning and can affect areas a great distance from the epicenter. The extent of damage depends on the density of the population, as well as the soil type and the quality of the construction and age of homes in the area. Some places may be more vulnerable than others due to older construction and/or less prescriptive building codes.

MESSAGING

- Immediate protective actions
- Messages regarding changes to services due to damaged facilities
- Messaging regarding expected aftershocks

ACTIONS

Actions are grouped into the phases of emergency management. prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities. however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies.

MITIGATION AND PREPAREDNESS

- Install and maintain alternate power sources for critical city facilities
- Secure heavy furniture and fixtures to wall studs to prevent falling
- Plan storage of heavy objects in a way that prevents them falling on individuals taking shelter
- Build new structures to withstand quake activity.
- Plan ahead for response to an earthquake, exercise your plan – participate in the Great ShakeOut
- How will employees evacuate if a building is damaged?

- Plan for personnel accountability in the event of a building evacuation.
- How will critical facilities function in the event of an extended power outage?

RESPONSE AND RECOVERY

- Provide area for family reunification
- Remove debris
- Repair or replace damaged facilities and equipment
- Provide mental health support as needed

REFERENCES

- Oklahoma County Hazard Mitigation Plan
- https://earthquake.usgs.gov/cfusion/external_grants/reports/G16AP00142.pdf
- https://www.searchanddiscovery.com/pdfz/documents/2016/51239cullen/ndx_cullen.pdf.html

FLOOD

FEMA LIFELINES:	All
ESFs:	All
RISK	High
LEAD AGENCY/DEPARTMENT:	MWC Emergency Management
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Fire MWC Police Department MWC Public Works
ASSISTING/COOPERATING PARTNERS:	Mid-Del Schools Oklahoma Gas & Electric Oklahoma Natural Gas Oklahoma National Guard SSM Health St. Anthony – Midwest, Midwest EMS US Army Corps of Engineers
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	Federal Emergency Management Agency

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a flooding event affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

SITUATION

- Oklahoma County has some history of significant flood events
- Midwest City has experienced damaging flooding as recently as 2019
- Midwest City has had significant repetitive loss claims since 2011
- Low-lying areas of the city are subject to periodic flooding caused by the overflow of Crutcho, Soldier, and Silver Creeks. Most flooding occurs upstream from roadways that restrict the flow.

ASSUMPTIONS

- Oklahoma County will likely experience the direct and indirect effects of flooding annually
- Evidence points to increasing frequency and intensity of heavy rainfall events over the 21st century, which increases the chance of flooding
- Urban expansion and future development in floodplains could increase the severity of flooding in the city.

CONCEPT OF OPERATIONS

Not only is flooding one of the most common and costly disasters, but flood risk can also change over time because of new buildings and development, weather patterns and other factors.

HAZARD SPECIFIC DEFINITIONS

- **Base Flood Elevation** - The elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year.
- **Five-hundred-year flood** – flood that statistically has a 0.2% chance of occurring in any given year
- **Flood** - an overflowing of a large amount of water beyond its normal confines, especially over what is normally dry land
- **Floodplain** - Any land area susceptible to being inundated by floodwaters from any source.
- **One-hundred-year flood** - flood that statistically has a 1% chance of occurring in any given year
- **Repetitive loss property**- properties for which two or more losses of at least $1,000 each were paid under the National Flood Insurance Program within any 10-year period since 1978

INITIAL RESPONSE

Initial concerns in the event of a flood are:

- Injuries and trapped persons
- Ruptured natural gas lines

POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Relocate critical functions located in flooded areas
- Assess and provide necessary repairs to water and wastewater facilities
- Identify and secure flooded roads until water recedes
- Provide safe drinking water for residents if needed
- Collect and dispose of animal carcasses in flood waters

HAZARD SPECIFIC VULNERABILITIES

- Building in a Flood Plain.
- Living in flood-prone areas
- Landscaping/land use that promotes rather than restricts flooding

MESSAGING

- Reminding residents to stay out of floodwaters: Turn Around, Don't Drown
- Any relevant evacuation or traffic rerouting information
- Flood Watch vs. Warning

ACTIONS

Actions are grouped into the phases of emergency management. prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities. however, mitigation may appropriately be listed in either. Each phase requires specific skills and

knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies.

MITIGATION, PREVENTION, AND PREPAREDNESS

- Identify and adopt continuity plans for businesses and government
- Utilize zoning regulations and building codes to prevent future flood losses
- Create a City communications plan
- Stage flood control supplies near flood-prone areas when heavy rain is expected

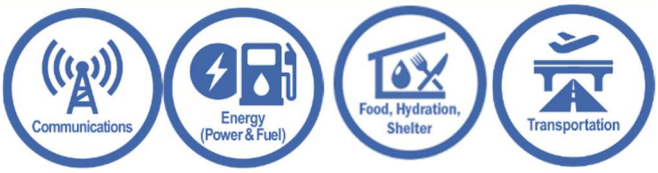
RESPONSE AND RECOVERY

- Search and rescue in destroyed or damaged buildings
- Coordinate with utilities
- Fire suppression where needed
- Traffic control and redirection where roads are blocked or damaged
- Design recovery and redevelopment activities to reduce or eliminate future flood hazards

REFERENCES

https://www.fema.gov/flood-insurance/terminology-index

HAIL



FEMA LIFELINES:	Communication. Energy. Food, Hydration, Shelter. Transportation.
ESFs:	1, 2, 3, 5, 11, 12, 14, 15, 17
RISK	Moderate
LEAD AGENCY/DEPARTMENT:	MWC Emergency Management
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Fire MWC Police Department MWC Public Works
ASSISTING/COOPERATING PARTNERS:	Oklahoma Gas & Electric Oklahoma Natural Gas Oklahoma National Guard National Weather Service SSM Health St. Anthony - Midwest EMS
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	Federal Emergency Management Agency

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a hail event affecting Midwest City.

SITUATION AND ASSUMPTIONS

SITUATION

Oklahoma County experienced 106 hail events 2.0” or greater in diameter between April 30, 1950, and May 1, 2018

ASSUMPTIONS

Based on historical events, it is likely that Oklahoma County will experience two hail events over 1.5” each year, and less than one severe hail event of 2” or greater

CONCEPT OF OPERATIONS

Hail can be an extremely costly hazard, causing extensive damage to buildings and vehicles.

Fortifying and protecting these assets are critical to prevent costly losses.

HAZARD SPECIFIC DEFINITIONS

- **Hail** - Hail is a form of precipitation consisting of solid ice that forms inside thunderstorm updrafts. Hailstones form when raindrops are carried upward by thunderstorm updrafts into extremely cold areas of the atmosphere and freeze. Hailstones then grow by colliding with liquid water drops that freeze onto the hailstone's surface. Hail falls when it becomes heavy enough to overcome the strength of the thunderstorm updraft and is pulled toward the earth by gravity. Hail size is estimated by comparing it to a known object such as a golf ball or grapefruit.
- **Hail Core** – the area within a thunderstorm where hail is forming
- **Hail Spike** – A spike shaped image that appears below a supercell thunderstorm on radar. Also called a three-body scatter spike, it indicates that large hail is present in a thunderstorm, but it is actually an erroneous return of weak energy back to the radar
- **Hailstone** – An individual piece of hail

INITIAL RESPONSE

Initial concerns in the event of a hail event are:

- Injured persons
- Power Outages
- Property Damage that leaves homes unlivable

POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

Identify and secure any structures rendered unsafe

HAZARD SPECIFIC VULNERABILITIES

Anyone located outdoors – moving indoors immediately reduces risk to all

MESSAGING

- Timely weather information and warning
- Contractor permitting requirements afterwards

ACTIONS

Actions are grouped into the phases of emergency management. prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities. however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies.

MITIGATION, PREVENTION, AND PREPAREDNESS

- Fortify roofing, build with resistant materials
- Park vehicles under cover when hail is in the forecast
- Provide timely weather information

RESPONSE AND RECOVERY

- Search and rescue in destroyed or damaged buildings
- Coordinating with utilities
- Traffic control and redirection where roads are blocked or damaged
- Conduct damage assessments within 12 hours of event

REFERENCES

National Severe Storms Laboratory - https://nssl.noaa.gov/education/svrwx101/hail/

HAZARDOUS MATERIALS RELEASE

FEMA LIFELINES:	Energy. Food, Hydration, Shelter. Hazardous Materials. Health and Medical. Transportation. Water Systems.
ESFs:	1, 3, 4, 5, 8, 10, 11, 15
RISK	Moderate
LEAD AGENCY/DEPARTMENT:	MWC Fire
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Emergency Management MWC Police Department MWC Public Works
ASSISTING/COOPERATING PARTNERS:	63rd Civil Support Team Mid-Del Schools National Weather Service Oklahoma Gas & Electric Oklahoma Natural Gas Oklahoma National Guard SSM Health St. Anthony - Midwest EMS Tinker AFB Fire
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	Federal Emergency Management Agency

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a Hazardous Materials event affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

SITUATION

- Multiple companies store and utilize hazardous materials within Midwest City limits daily
- Midwest City is adjacent to Tinker Air Force Base, which also has hazardous materials in use

- Midwest City is also adjacent to Interstate 40, which has semi-trucks traffic carrying hazardous materials throughout the day

ASSUMPTIONS

A hazardous material release is possible at any time, either accidental or intentional

CONCEPT OF OPERATIONS

GENERAL

A hazardous materials release is the improper leak, spillage, discharge, or disposal of hazardous materials or substances such as explosives, toxic chemicals, and radioactive materials. It poses a significant threat to human health and safety, property, and the surrounding environment. HazMat related incidents might include accidental spills and intentional acts of criminality or terrorism.

HAZARD SPECIFIC DEFINITIONS

Buddy system - a system of organizing employees into work groups in such a manner that each employee of the work group is designated to be observed by at least one other employee in the work group. The purpose of the buddy system is to provide rapid assistance to employees in the event of an emergency.
Clean-up operation - an operation where hazardous substances are removed, contained, incinerated, neutralized, stabilized, cleared-up, or in any other manner processed or handled with the goal of making the site safer for people or the environment.
Decontamination - means the removal of hazardous substances from employees and their equipment to the extent necessary to preclude the occurrence of foreseeable adverse health effects.
Hazardous substance -any substance designated or listed under (A) through (D) of this definition, exposure to which results or may result in adverse effects on the health or safety of employees:
[A] Any substance defined under section 103(14) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (42 U.S.C. 9601).

[B] Any biologic agent and other disease causing agent which, after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any person, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical deformations in such persons or their offspring.

[C] Any substance listed by the U.S. Department of Transportation as hazardous materials under 49 CFR 172.101 and appendices. and

[D] Hazardous waste as herein defined.

INITIAL RESPONSE

- Initial concerns in the event of a hazardous materials release are:
  - Determining what was released, and how much
  - Wind speed and direction, evacuation distance
  - Messaging to the population in the affected area
  - Appropriate PPE for responders

Creation of a required written Incident Action Plan with specific operational periods

POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Identify material released and potential health/property risks
- Determine affected area and evacuation plan
- Provide accurate, timely messaging to residents and businesses in the affected area

- Identify and secure site of release and necessary perimeter
- Maintain situational awareness regarding weather conditions and other factors that could affect response

HAZARD SPECIFIC VULNERABILITIES

- Respiratory compromise
- Difficulty evacuating quickly
- Unable to understand messages due to language barrier or access and functional needs
- Political or racial similarities to groups suspected of committing acts of terrorism

MESSAGING

- Immediate protective actions – including pets and livestock
- Evacuation information
- Reunification information

ACTIONS

Actions are grouped into the phases of emergency management. prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities. however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies.

MITIGATION, PREVENTION, AND PREPAREDNESS

- Develop relationships with companies that utilize/store hazardous materials, engage in whole community planning
- Participate in Local Emergency Planning Committee-LEPC
- Participate in emergency exercises, including decontamination of people and animals

RESPONSE AND RECOVERY

- Respond/establish Command Post uphill, upwind, and upstream of the incident
- Ensure all response personnel have and use appropriate PPE
- Ongoing communication with representative of the facility where release occurred
- Fire Chief and/or Emergency Manager will issue any evacuation order.
- Timely, accurate messaging to the population in the affected area
- Any medical follow up and monitoring needed

REFERENCES

Department of Homeland Security Hazardous Materials Release Resource page - https://www.dhs.gov/hazardous-materials-release

HUMAN PANDEMIC

FEMA LIFELINES:	Health and Medical.
RISK	Moderate
LEAD AGENCY/DEPARTMENT:	Oklahoma City-County Health Department
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Emergency Management MWC Fire MWC Police Department MWC Public Works
ASSISTING/COOPERATING PARTNERS:	Valu-Med Pharmacy Walgreens Pharmacy
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma State Department of Health
FEDERAL COORDINATING AGENCY:	Centers for Disease Control Department of Health and Human Services

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a human pandemic affecting Midwest City.

SITUATION AND ASSUMPTIONS

SITUATION

- A pandemic may be caused by several different pathogens
- Seasonal influenza will occur annually. however, an influenza pandemic is unpredictable and may occur with little warning.
- Depending on the virus strain, approximately 30-50% of the population could be affected.
- The anticipated fatality rate may be significant.
- It may last approximately 10-15 weeks, or longer.
- All levels of government, some schools, private businesses and other institutions may close or suspend operations.
- Timely and accurate public information will be critical.
- The capabilities of the health services (hospitals, clinics, doctors, EMS, pharmacies, etc.) will be stretched to the limit.

ASSUMPTIONS

- A human pandemic, although initially affecting public health, can have far-reaching effects on the community including educational, economic, and political changes
- The number of hospitalizations and deaths will depend on the virulence of the pandemic virus.
- Rates of absenteeism will depend on the severity of the pandemic

CONCEPT OF OPERATIONS

GENERAL

- In the United States alone, 45,000 flights and 2,900,000 passengers fly every day. Internationally, the number of flights is closer to 100,000, and the number of passengers close to 6,000,000. With that many people traveling all over the world, it's easy to see why a localized virus outbreak can quickly become a global pandemic.
- A pandemic occurs when a disease spreads over a large region, for instance multiple continents or even worldwide, affecting a substantial number of individuals.
- If affected, the City of Midwest City should monitor the severity of the pandemic and establish continuity activation protocols to address the unique nature of the pandemic threat.

HAZARD SPECIFIC DEFINITIONS

- **Communicable** - able to be transmitted from one sufferer to another. contagious
- **Infectious**- likely to be transmitted to people, organisms, etc., through the environment.
- **Influenza** – an infectious disease caused by the influenza virus, "the flu"
- **Pandemic** – a widespread occurrence of an infectious disease over a whole country or the world at a particular time.
- **Virus**- an infective agent that typically consists of a nucleic acid molecule in a protein coat, is too small to be seen by light microscopy, and is able to multiply only within the living cells of a host.

INITIAL RESPONSE

Initial concerns in the event of a pandemic are:

- Identifying the pathogen and its means of transmission
- Implementing infection control measures immediately
- Protecting the most vulnerable in the community

POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Provide consistent and accurate public information throughout the incident
- Provide first responders with adequate PPE for every shift.

HAZARD SPECIFIC VULNERABILITIES

- Medical comorbidities
- Aged over 65

MESSAGING

- Information about the disease and how to control its spread

- Information about where and how to obtain vaccinations
- Any change in status or alerts issued by the CDC or a state health agency.
- School and university closures.
- Significant business closures.
- Essential service departments that approach a critical “stop work” manning situation.
- Infection rates and related deaths in community, Local hospital capacity and status.

ACTIONS

Actions are grouped into the phases of emergency management. prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities. however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies.

MITIGATION, PREVENTION, AND PREPAREDNESS

- Enter into an MOU with City/County Health Department or other health service providers as applicable. Participate in stakeholder meetings and exercises.
- Review personnel policies to ensure all necessary policies are current and applicable.
- Cross-train staff to ensure no critical positions are fillable by one person only.
- Educate staff and citizens on proper health issue avoidance techniques.
- Stock up on health and PPE items, and emergency preparedness items.

RESPONSE AND RECOVERY

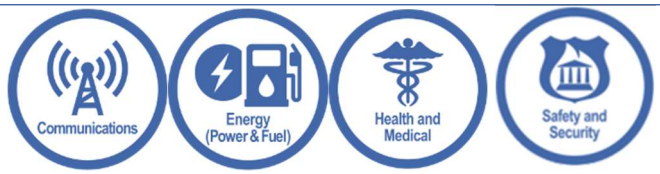
- Implement teleworking situations (home or offsite work locations).
- Review emergency staffing and scheduling procedures.
- Stagger shifts to minimize exposure and cross-contamination.
- Facilitate the administration of vaccines according to CDC and/or other recommendations and guidelines.
- Consider providing psycho-social support to city staff and family members.

REFERENCES

https://www.faa.gov/air_traffic/by_the_numbers/

https://www.cdc.gov/coronavirus/2019-ncov/index.html

LIGHTNING



FEMA LIFELINES:	Communication. Energy. Health and Medical. Safety and Security.
ESFs:	2, 3, 4, 5, 8, 12, 13, 15
RISK	High
LEAD AGENCY/DEPARTMENT:	MWC Emergency Management
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Fire MWC Police Department MWC Public Works
ASSISTING/COOPERATING PARTNERS:	National Weather Service Oklahoma Gas & Electric Oklahoma Natural Gas Oklahoma National Guard SSM Health St. Anthony - Midwest EMS
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	Federal Emergency Management Agency

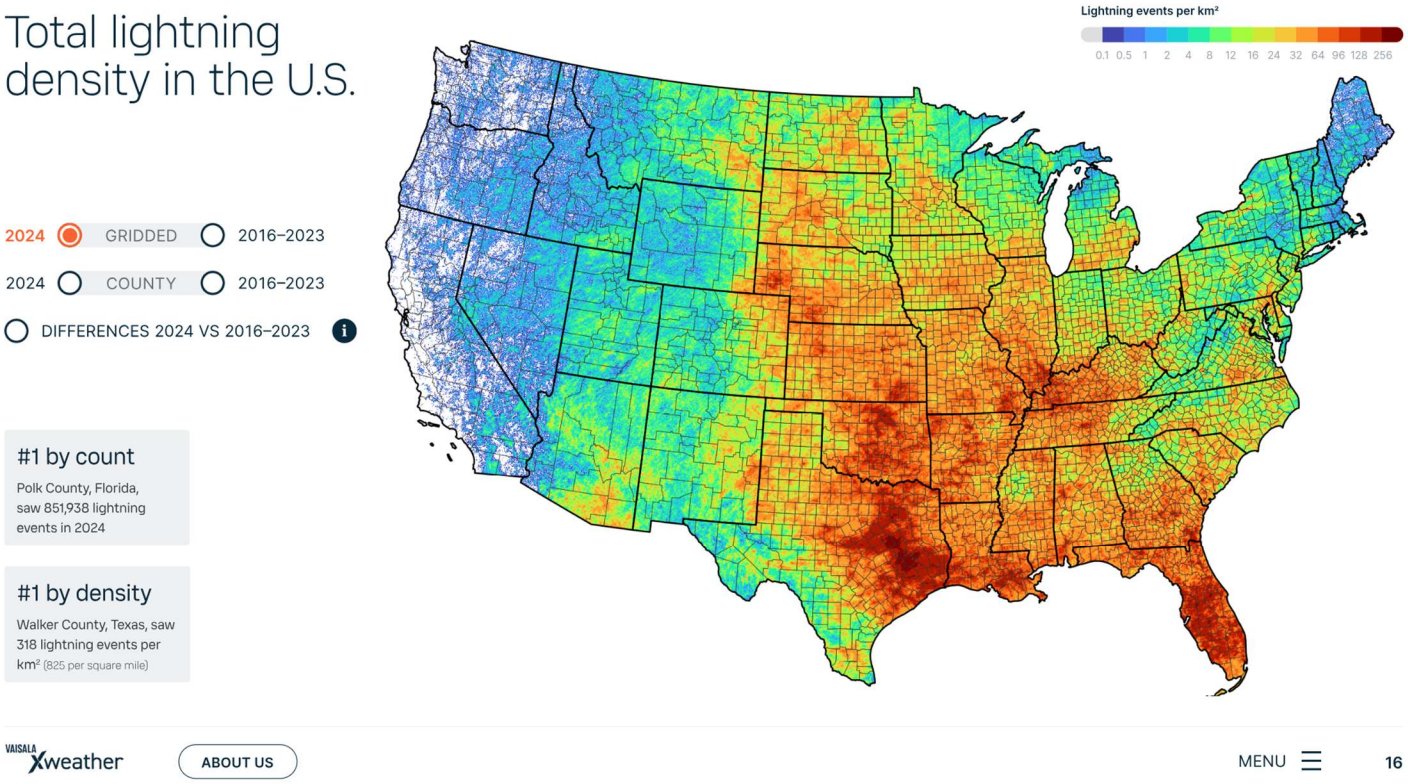
PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a lightning event affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

SITUATION

- If you encounter someone who has been struck by lightning, it is safe to touch them to render first aid.
- Lightning strikes the United States about 25 million times per year
- Lightning kills about 20-50 people per year and injures hundreds
- Oklahoma is #3 in the nation in lightning strikes in 2024, with 13 million.
- Oklahoma is #2 in total lightning density at 75/km^2. In 2021, Oklahoma was #5.



ASSUMPTIONS

- Given the history of occurrence of lightning events in Oklahoma, it is highly likely that Midwest City will experience direct and indirect impacts from these events in the future
- Lightning events may have secondary impacts such as infrastructure deterioration or failure, utility failures, power outages, and fires

CONCEPT OF OPERATIONS

- Lightning can occur between opposite charges within the thunderstorm cloud (intra-cloud lightning) or between opposite charges in the cloud and on the ground (cloud-to-ground lightning).
- Lightning is hotter than the surface of the sun. It can reach temperatures of 50,000 degrees Fahrenheit.
- Lightning is one of the oldest observed natural phenomena on earth. It can be seen in volcanic eruptions, extremely intense forest fires, surface nuclear detonations, heavy snowstorms, in large hurricanes, and obviously, thunderstorms.
- It is lightning that causes thunder, which is why we count after seeing lighting to estimate how far away the storm is.

HAZARD SPECIFIC DEFINITIONS

- **Charge** – the property of matter that is responsible for electrical phenomena, existing in a positive or negative form
- **Lightning** – a spark of electricity in the atmosphere between clouds, the air, or the ground

INITIAL RESPONSE

Initial concerns in the event of a lightning strike are:

- Injured persons
- Ruptured natural gas lines
- Fire ignition and Utility failure

POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Treat any casualties- it is safe to touch a patient who has been struck by lightning
- Establish a secure perimeter around any damaged utility lines
- Provide fire suppression as needed

HAZARD SPECIFIC VULNERABILITIES

- Anyone who is outside. The State Hazard Mitigation Plan lists the following locations as more vulnerable:
    - In water
    - Under a tree
    - On the Phone
    - Out in the open
    - On a ball field
    - Golfing
    - Boating
    - Operating heavy equipment
    - Camping
    - Close to antennas, towers, or transmitters

Going inside immediately reduces the threat. however, being indoors does not completely protect someone from lightning. Lightning will travel through electrical wiring and plumbing, so the National Weather Service recommends not using corded phones, electrical appliances, or taking a bath or shower during a storm.

MESSAGING

- When Thunder Roars, Go Indoors!
- Share facts about lightning vs. common myths

ACTIONS

Actions are grouped into the phases of emergency management. prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities. however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies.

MITIGATION, PREVENTION, AND PREPAREDNESS

- Adopt rigorous building codes that provide for lightning resistant construction
- Identify and adopt continuity plans for businesses and government
- Have a plan to postpone outdoor activities in the event of lightning
- Don’t wait too long to take shelter

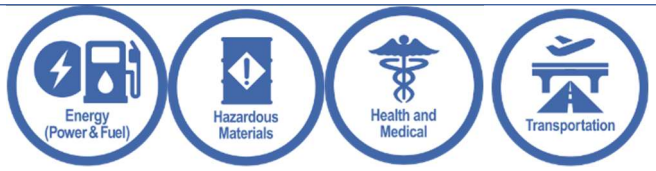
RESPONSE AND RECOVERY

- Treat and transport all casualties
- Search and rescue in destroyed or damaged buildings
- Coordinating with utilities
- Fire suppression where needed
- Traffic control and redirection where roads are blocked or damaged
- Any medical follow up and monitoring needed
- Repair or replace damaged facilities and buildings with lightning resistant features

REFERENCES

- The National Weather Service - https://www.weather.gov/media/safety/Lightning-Brochure18.pdfhe
- Vaisala 2024 Lightning Report https://www.xweather.com/annual-lightning-report

PIPELINE EMERGENCY



FEMA LIFELINES:	Energy. Hazardous Materials. Health and Medical. Transportation.
ESFs:	1, 3, 4, 5, 8, 10, 12, 13, 15
RISK	Moderate
LEAD AGENCY/DEPARTMENT:	MWC Fire
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Emergency Management MWC Police Department MWC Public Works
ASSISTING/COOPERATING PARTNERS:	Oklahoma Gas & Electric Oklahoma Natural Gas Oklahoma National Guard Phillips 66 Plains Pipeline SSM Health St. Anthony - Midwest EMS Southern Star Pipeline Tinker AFB Fire
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	Federal Emergency Management Agency

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a pipeline emergency event affecting the City of Midwest City.

Additional information is available in the Emergency Management office.

SITUATION AND ASSUMPTIONS

SITUATION

- There are multiple companies operating pipelines through Midwest City
- These pipelines transport both natural gas and hazardous liquids
- Pipeline emergencies are rare, but they do happen

ASSUMPTIONS

- Many pipeline incidents are caused by failure to follow safe digging practices
- Pipeline emergencies are often dispatched as a call about a strange odor in the area or an unknown substance leak or spill

CONCEPT OF OPERATIONS

GENERAL

According to the National Transportation Safety Board, pipelines are the safest mode of transportation of energy products. Despite this exemplary safety record, safety risks exist, and emergencies can occur.

HAZARD SPECIFIC DEFINITIONS

- **Crude Oil** – oil that is extracted from the ground before it is refined into usable products such as gasoline
- **Pig** – a tool that is sent down a pipeline and propelled by the pressure of the product flow. Pigs are used for product separation, internal cleaning, inspection of the condition of the pipeline, and recording geometric information relating to pipelines. These tools are referred to as pigs because of the occasional squealing noises that can be heard as they travel through the pipe.
- **Pipeline** – a long pipe or series of pipes, used for conveying oil, gas, etc. over long distances
- **Pipeline Markers** – signs that signal the presence and identify the general location of a pipeline, they do not identify the exact location or depth of the pipeline

INITIAL RESPONSE

Initial concerns in the event of a pipeline emergency are:

- Notifying the pipeline operator
- Identifying the material leaked and size of area affected
- Evacuating the affected area

POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Coordinate response activities and messaging with pipeline operator
- Establish and maintain a secure perimeter around affected area
- Fire suppression if needed, in cooperation with pipeline operator

HAZARD SPECIFIC VULNERABILITIES

- Unable to understand evacuation messaging due to language barrier or access and functional needs
- Difficulty mobilizing quickly

MESSAGING

- Emergency response information
- Any evacuation instructions
- Repopulation information

ACTIONS

Actions are grouped into the phases of emergency management. prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities. however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies.

MITIGATION, PREVENTION, AND PREPAREDNESS

- Know the location of pipelines and storage facilities in the community
- Review the Emergency Response Action Plans provided by the different pipeline companies
- Always call 811 before digging
- Watch for unusual or suspicious activity around pipelines
- Develop and maintain relationships with pipeline operators in the area
- Participate in pipeline training opportunities

RESPONSE AND RECOVERY

- Move away from the area heading upwind, call 911 and the pipeline operator's emergency number
- Establish a secure perimeter around the projected area affected.
- Evacuate homes and businesses within the plume area if applicable.
- Avoid any potential ignition sources
- Do not drive into a leak or vapor cloud
- Do not attempt to make repairs or operate the pipeline yourself
- Continue to maintain secure perimeter until the pipeline company says it is clear

REFERENCES

Pipeline Safety Awareness Organization - https://pipelineawareness.org/safety-information

TERRORISM

FEMA LIFELINES:	All
ESFs:	All
RISK	Moderate
LEAD AGENCY/DEPARTMENT:	MWC Police Department
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Emergency Management MWC Police Department MWC Public Works
ASSISTING/COOPERATING PARTNERS:	63rd CST Oklahoma County Sheriff's Office Oklahoma Highway Patrol (schools) Oklahoma National Guard SSM Health St. Anthony - Midwest EMS Tinker AFB Fire
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Homeland Security
FEDERAL COORDINATING AGENCY:	Department of Homeland Security/ Federal Bureau of Investigation

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a terrorist attack affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

SITUATION

- The threat of terrorism is certainly real in this area. Midwest City is adjacent to Tinker AFB and Oklahoma City
- Oklahoma City was the site of the bombing of the Alfred P. Murrah building on April 19, 1995. It was the deadliest act of homegrown terrorism on US soil. 168 people, including 19 children, were killed and 850 were injured.

ASSUMPTIONS

- The threat of terrorism persists and continues to evolve
- Terrorism can happen anywhere and at any time
- Threats may come from within our borders or from foreign lands
- Threats may consist of coordinated attacks at multiple locations, or may be carried out as cyber crimes
- Military bases have historically been considered likely terrorist targets

CONCEPT OF OPERATIONS

Terrorist attacks, regardless of the weapons used, are often intended to produce large numbers of casualties or illness and significant property damage to create fear or generate publicity for a specific cause. The response to these incidents depends upon the mechanism of attack, but the priorities are consistent with any other Public Safety response: life safety, incident stabilization, and property protection.

Nuclear, chemical, biological, and radiological incidents have some specific requirements for protecting responders, as well as safety measures the public can take to keep themselves and their families safe.

HAZARD SPECIFIC DEFINITIONS

- **Domestic terrorism** - Violent, criminal acts committed by individuals and/or groups to further ideological goals stemming from domestic influences, such as those of a political, religious, social, racial, or environmental nature.
- **Electromagnetic Pulse** - an intense pulse of electromagnetic radiation, especially one generated by a nuclear explosion and occurring high above the earth's surface. IT is a high voltage, high frequency, high energy pulse.
- **International terrorism** - Violent, criminal acts committed by individuals and/or groups who are inspired by, or associated with, designated foreign terrorist organizations or nations (state-sponsored).
- **Terrorism** - the use of force or violence against persons or property in violation of the criminal laws of the United States for purposes of intimidation, coercion, or ransom.

INITIAL RESPONSE

Initial concerns in the event of a terrorist event are:

- What weapon (s) was (were) used?
- What is the extent of the damage?
- How many people are injured/killed?
- Should we expect more attacks?

POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Neutralize and contain the threat
- Triage and transport all casualties as quickly as possible
- Establish secure perimeter area affected area and restrict access
- Avoid disturbing the incident scene. Preserve any evidence of criminal activity

HAZARD SPECIFIC VULNERABILITIES

Everyone is vulnerable to terrorist activities. some people may be more vulnerable to various types of chemical or biological weapons

MESSAGING

- Immediate protective actions
- Radioactive fallout times if applicable

ACTIONS

Actions are grouped into the phases of emergency management. prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities. however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies.

MITIGATION, PREVENTION, AND PREPAREDNESS

- Develop relationships in the community. Having relationships established before an incident occurs can help speed up response when an incident occurs – this is from the FBI website, but it is the basis of Emergency Management!
- Train employees on what to look for in terms of suspicious people, packages, and behavior
- Be sure all required or suggested immunizations are up to date
- Install HEPA filters in city facilities to reduce the effects of biological weapons
- Install and maintain alternate power sources for critical city facilities
- Plan ahead for response to a terrorist event, exercise your plan
- How will employees evacuate if a building is damaged?
- Relocation / accountability
- Continuity of Operations Planning
- How will critical facilities function in the event of an extended power outage?
- How will employees shelter from a radiological or nuclear incident?

RESPONSE AND RECOVERY

- Response actions may depend on the type of weapon used
- Biological
- Move away from suspected substance quickly
- Wash with soap and water
- Notify authorities
- Restrict access to area
- Chemical
    - Respond upwind, uphill, and upstream of agent
    - Decontaminate personnel and equipment as soon as possible
- Explosives
    - Quickly establish perimeter around explosive area and debris fallout
    - Be vigilant about the possibility of secondary devices
- Nuclear
    - Provide warning if any advance notice is given
    - Monitor projected fallout times
- Radiological
    - Distance, shielding, and time are critical in protection from radioactive material
    - Treat patients exposed to radiological material as you would any other patient using universal precautions. Even if the patient is contaminated, it is highly unlikely that the

levels of radioactivity would be high enough to pose a significant risk to health care providers.

- Provide area for family reunification/assign individual PIOs if needed
- Remove debris, preserving evidence of criminal activity
- Repair or replace damaged facilities and equipment; mitigate against future damages
- Access and provide mental health support as needed

REFERENCES

- https://www.cdc.gov/nceh/radiation/emergencies/training.htm
- https://www.cisa.gov/connect-plan-train-report
- https://www.fbi.gov/investigate/terrorism

TRANSPORTATION ACCIDENT-AIRCRAFT

FEMA LIFELINES:	Hazardous Materials, Transportation
ESFs:	1, 3, 4, 5, 8, 9, 10, 13, 15
RISK	High
LEAD AGENCY/DEPARTMENT:	MWC Fire
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Emergency Management MWC Police Department MWC Public Works
ASSISTING/COOPERATING PARTNERS:	Oklahoma National Guard SSM Health St. Anthony - Midwest EMS Tinker AFB Emergency Management Tinker AFB Fire Tinker AFB Public Affairs
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	Federal Emergency Management Agency

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from an aircraft accident event affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

SITUATION

- Midwest City is adjacent to Tinker Air Force Base
- Multiple aircraft fly patterns over Midwest City daily
- In both 1974 and 1985, military aircraft from Tinker crashed in Midwest City, destroying homes. In the 1974 crash, both pilots were killed. In the 1985 crash, two people on the ground were killed and one injured.

ASSUMPTIONS

- An aircraft accident could occur in or affect Midwest City at any time.
- Aircraft accidents may be caused by a multitude of threats.

CONCEPT OF OPERATIONS

An airplane crash is an accident in which an aircraft hits land or water and is damaged or destroyed. The crew and/or passengers may be injured or killed. The crash may also result in casualties and property damage on the ground. The term airplane is used in this annex to include rotary and fixed wing aircraft.

HAZARD SPECIFIC DEFINITIONS

- **Aircraft** – a machine or device, manned or unmanned, such as an airplane, helicopter, glider, dirigible, or drone, capable of atmospheric flight
- **Commercial Aircraft**– Aircraft operated for hire to transport passengers or multiple loads of cargo
- **Crew** – all personnel operating or serving aboard an aircraft
- **Military Aircraft** – Aircraft designed for and used by the Armed Forces

INITIAL RESPONSE

Initial concerns in the event of an aircraft accident are:

- Number and extent of personal injuries
- Extent of affected area. buildings and/or homes damaged
- Fire suppression if needed

POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Triage and transport all incident related casualties
- Establish secure perimeter around crash site and restrict access
- Preserve evidence for transportation officials' investigation
- Identify and contain any fuel or other hazardous material spills
- Establish a JIC with respective stakeholders

HAZARD SPECIFIC VULNERABILITIES

- Being/living in the area of the accident

MESSAGING

- Immediate traffic rerouting
- Family reunification information

ACTIONS

Actions are grouped into the phases of emergency management. prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities. however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies.

MITIGATION, PREVENTION, AND PREPAREDNESS

- Collaborate with Base and Airport personnel to facilitate efficient response
- Avoid building directly under regular flight patterns
- Train and exercise with Tinker AFB personnel
- Be aware of the different hazards associated with commercial and military aircraft

RESPONSE AND RECOVERY

- Scene safety is extremely important. An aircraft incident scene presents a multitude of hazards
- Restrict access to the area as soon as possible
- Shield survivors and from media and public cameras
- Establish a field morgue if needed, also shielded from cameras
- Facilitate accident investigation as needed
- Remove aircraft debris
- Provide / seek mental health support if needed

REFERENCES

https://www.firerescue1.com/disaster-management/articles/how-to-respond-to-plane-crashes-zxzeOWKFouTtYdLc/

WILDFIRE

FEMA LIFELINES:	Food, Hydration, Shelter. Health and Medical.
ESFs:	3, 4, 5, 8, 9, 10, 11, 13, 15, 17
RISK	High
COORDINATING CITY DEPARTMENT:	MWC Fire
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Emergency Management MWC Police Department MWC Public Works
ASSISTING/COOPERATING PARTNERS:	American Red Cross National Weather Service SSM Health St. Anthony - Midwest EMS Tinker AFB Fire
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma State Department of Forestry
FEDERAL COORDINATING AGENCY:	Federal Emergency Management Agency

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a wildfire event affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

SITUATION

- Midwest City has experienced 2 federally declared wildfire events since 2009
- Many wildfires have been caused accidentally or by human carelessness
- Wildfires cost thousands of taxpayer dollars to suppress and control
- Midwest City Fire Department is fully paid and has an ISO rating of 1

ASSUMPTIONS

- Humans will likely continue to cause wildfires, whether intentionally or not
- Oklahoma's fire season is from July through April, therefore Midwest City is vulnerable to wildfire 10 months of the year

CONCEPT OF OPERATIONS

Wildfires are common disasters that spread quickly, especially in dry or windy conditions.

HAZARD SPECIFIC DEFINITIONS

- **Wildfire** – uncontrolled fire in a rural or wilderness area
- **Wildland/Urban Interface** – an area within or adjacent to an at-risk community as defined in the Federal Register notice or as an area where conditions are conducive to a large-scale wildland fire disturbance event, thereby posing significant threat to human life or property.

INITIAL RESPONSE

Initial concerns in the event of a wildfire are:

- Life Safety
- Fire Suppression
- Property Preservation

POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Identify size and extent of fire, and its direction and speed of travel
- Provide timely warning information to stakeholders and the public

HAZARD SPECIFIC VULNERABILITIES

- Respiratory compromise due to smoke
- Living in the path of the fire
- Unable to evacuate quickly due to access and functional needs, language barrier, or lack of transportation
- Having large numbers of animals such as horses or cattle

MESSAGING

- Evacuation information
- Restricted areas
- Sheltering information

ACTIONS

Actions are grouped into the phases of emergency management. prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities. however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies.

MITIGATION, PREVENTION, AND PREPAREDNESS

- Establish defensible spaces around buildings and facilities
- Use xeriscaping where possible
- Maintain adequate insurance policies
- Have an evacuation plan and conduct regular fire drills with all personnel
- Monitor NWS Fire Weather information.
- Participate in emergency exercises, update plans based on lessons learned.

RESPONSE AND RECOVERY

- Evacuate all personnel immediately, perform accountability checks

- Follow Fire Department personnel instructions
- Search and Rescue where needed
- Traffic control and redirection where roads are blocked or damaged
- Ensure all clean-up workers have proper PPE

REFERENCES

- The National Weather Service https://www.weather.gov/safety/wildfire-ready
- Occupational Safety and Health Administration - https://www.osha.gov/wildfires/preparedness
- UDSA - https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fsbdev3_053107.pdf

WIND & TORNADO

FEMA LIFELINES:	Communication. Energy. Food, Hydration, Shelter. Health and Medical. Transportation.
ESFs:	1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 17
RISK	High
COORDINATING CITY DEPARTMENT:	MWC Emergency Management
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Fire MWC Police Department MWC Public Works
ASSISTING/COOPERATING PARTNERS:	American Red Cross Mid-Del Schools National Weather Service Oklahoma City – County Health Oklahoma Gas & Electric Oklahoma Medical Reserve Corps Oklahoma Natural Gas Oklahoma National Guard Oklahoma VOAD SSM Health St. Anthony - Midwest EMS
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	Federal Emergency Management Agency

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a high wind or tornado event affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

SITUATION

- In a typical year, approximately 1,000 tornadoes affect the United States
- Since the year 2000, Midwest City has been mentioned in 4 tornado descriptions in the NWS record

- Midwest City has experienced a tornado that produced high F4 / low F5 damage in this area (1999). This was prior to the adoption of the Enhanced Fujita Scale in 2007.
- Midwest City has also experienced QLCS type tornadoes which develop and diminish very rapidly (October 9, 2018)

ASSUMPTIONS

- Tornadoes and high winds can both produce significant property damage and cause bodily injury
- Some tornadoes strike with little or no warning, and present a significant challenge for warning operations
- Although April –June is considered "tornado season", tornadoes can happen any day of the year

CONCEPT OF OPERATIONS

- High winds often occur during thunderstorms, but may also result from strong cold front passages, or gradient winds between high and low pressure.

- Tornadoes occur during severe thunderstorms. They come in many shapes and sizes, and may last only a few seconds, or over an hour. Tornadoes can have wind speeds over 200 mph and the larger, more intense ones cause tremendous devastation and often loss of life.

HAZARD SPECIFIC DEFINITIONS

- **Supercell** - a system producing severe thunderstorms and featuring rotating winds sustained by a prolonged updraft that may result in hail or tornadoes
- **Tornado** - violently rotating column of air that reaches from the bottom of a cumulonimbus cloud to the ground.
- **QLCS** – Quasi-Linear Convective System, or a line of strong thunderstorms, sometimes called a squall line. These often produce weak, short-lived tornadoes that are difficult to identify and warn on
- **Wind** - the movement of air relative to the earth's surface.

INITIAL RESPONSE

Initial concerns in the event of a high wind event are:

- Personal safety
- Timely warning
- Property damage

POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Monitor weather conditions and provide timely warning throughout
- Triage and transport storm related casualties, beginning with more distant facilities first when possible
- Search and rescue in all damaged structures
- Search all known storm shelters for trapped individuals, check all damaged lots
- Establish secure perimeter around affected area and restrict access
- Secure unstable structures
- Provide tetanus vaccinations to all responders and survivors without a current one
- Establish JIC with affected jurisdictions to provide consistent messaging
- Conduct preliminary damage assessments and report to the State EOC within 12 hours

HAZARD SPECIFIC VULNERABILITIES

- Difficulty evacuating or seeking shelter quickly
- Economically disadvantaged who may not have means to evacuate and may not have a safe place to shelter.
- Unable to follow warning messages due to language barrier or access and functional needs
- Living in poorly constructed homes or mobile homes or homeless
- Being outdoors or in an automobile at the time of the tornado

MESSAGING

- Preparatory messaging leading up to the day of the event
- Ongoing weather messaging as the weather develops
- Warning messaging if tornadoes or high winds threaten the City
- Response messaging as needed
- Ongoing reunification and recovery information
- Donation and Volunteer management information

ACTIONS

Actions are grouped into the phases of emergency management. prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities. however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies.

MITIGATION AND PREPAREDNESS

- Adopt protective building codes that require reinforcement of roofing, walls, and garage doors
- Provide storm shelter rebates to residents who wish to install one in their home
- Install and maintain sufficient outdoor warning devices to cover the entire city
- Require existing mobile home parks and apartment complexes to provide shelters for all residents
- Deny future mobile home and mobile home park permits
- Have safe sheltering locations for all employees and work policies that allow them to be near those locations during times of potential severe weather.
- Conduct drills and make changes to plan based on lessons learned
- Activate EOC to monitor the weather when high winds/ tornadoes are possible
- Provide accurate and timely weather information to the community.
- Share messaging with the public to be sure they are aware of the potential
- Plan to move outdoor equipment to sheltered areas, do so far in advance of expected storms
- Work with OKVOAD and OEM, plan to manage spontaneous volunteers and unsolicited donations

RESPONSE AND RECOVERY

- Activate outdoor warning devices and other methods as needed
- Search and rescue if buildings are damaged or destroyed
- Traffic control or redirection if roads are blocked or damaged, or power lines are down
- Fire suppression if needed
- Activate donations and volunteer management plan
- Use caution when working with or walking through debris

- Provide messaging about contractor permits to prevent residents being scammed
- Work with City-County Health to provide tetanus vaccinations for people working on clean up
- Arrange for sheltering, MARCs, and DRCs if needed
- Conduct Preliminary Damage Assessments within 12 hours, provide information to State Dept. of Emergency Management

REFERENCES

National Weather Service - https://www.weather.gov/safety/tornado-prepare

WINTER STORM

FEMA LIFELINES:	Communications. Energy. Food, Hydration, Shelter. Health and Medical. Transportation.
ESFs:	1, 2, 3, 4, 5, 6, 8, 9, 12, 13, 14, 15, 17
RISK	Moderate
LEAD AGENCY/DEPARTMENT:	MWC Emergency Management
ASSISTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Fire MWC Police Department MWC Public Works
ASSISTING/COOPERATING PARTNERS:	American Red Cross Mid-Del Schools National Weather Service Oak Street Health Oklahoma Gas & Electric Oklahoma Natural Gas Oklahoma National Guard SSM Health St. Anthony - Midwest EMS
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	Federal Emergency Management Agency

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a winter weather event affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

SITUATION

- The City of Midwest City is vulnerable to severe winter storms
- Between 1974 and 2021, Oklahoma County experienced 12 declared winter storm events

ASSUMPTIONS

- Midwest City will continue to experience occasional severe winter storms

CONCEPT OF OPERATIONS

The term "winter storm" may refer to a combination of winter precipitation, including snow, sleet, and freezing rain. Winter storms may bring any or all of these and may last anywhere from a few hours to several days.

HAZARD SPECIFIC DEFINITIONS

- **Blizzard** – when falling and blowing snow combine with high winds of 35 mph or greater reducing visibility to near zero
- **Blowing snow** – wind-driven snow that reduces visibility and causes significant drifting. It may be snow that is falling, or loose snow that is picked up by the wind.
- **Freezing Rain** – rain that falls as a liquid onto a surface that is below freezing. This causes the rain to freeze on contact, forming a coating or glaze of ice.
- **Ice Storm** – extended freezing rain events that last several hours or even days, causing a thick accumulation of ice on surfaces, damaging trees and power lines, and causing travel hazards.
- **Severe snowstorm**- snow storm that drops 4 or more inches of snow during a 12-hour period, or 6 or more during 24 hours
- **Sleet** - frozen precipitation that consists of ice pellets, often mixed with rain or snow

INITIAL RESPONSE

Initial concerns in the event of a winter storm are:

- Travel hazards
- Power outages
- Cold exposure for individuals trapped in motor vehicles
- Debris and snow/ice removal from roadways
- Potential hazard specific incident objectives
- Clear and maintain snow routes

POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Clear all main city roads (snow routes) within 12 hours of snowfall
- Provide ongoing weather updates to the public throughout the incident
- Open and staff a warming shelter if power outages last more than 6 hours

HAZARD SPECIFIC VULNERABILITIES

- Regular health needs/treatments, such as dialysis
- Poorly built or insulated housing

MESSAGING

- Check on your neighbors.
- Shelter and warming center locations and hours of service.
- Extent of damage.
- Safety information. hypothermia, driving, carbon monoxide poisoning, obey road closed and other warning signs.
- What the City is doing to respond to the incident.
- Status of City services, changes in hours of operation for City programs.
- Where to get information and assistance.
- Protect pipes and water services from freezing. and
- Clear storm drains in the event of snowmelt or flooding.

ACTIONS

Actions are grouped into the phases of emergency management. prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities. however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies.

MITIGATION AND PREPAREDNESS

- Install and maintain alternate power sources for all critical infrastructure facilities.
- Prepare and equip workforce for telework possibilities in the event travel becomes difficult or risky
- Participate in emergency exercises.
- Purchase and store supplies for sheltering individuals if needed: cots, blankets, pillows, meals, etc.
- Identify and equip alternate facilities for critical services

RESPONSE AND RECOVERY

- Provide ongoing weather information to city employees and public.
- Clear roadways blocked by downed limbs or excess snow.
- Work with utility companies to expedite power restoration.
- Rescue stranded motorists.
- Open and staff warming, or overnight shelters as needed
- Debris removal.
- Any needed road and/or building repair

REFERENCES

Oklahoma County Hazard Mitigation Plan

ESF	Coordinator Name	Signature	Date
1	R. Paul Streets Midwest City Public Works Director		
2	Scott Walsh, Midwest City Communications Coordinator		
3	R. Paul Streets Midwest City Public Works Director		
4	Doug Beabout, Midwest City Fire Chief		
5	Debra Wagner, Midwest City Emergency Manager		
6	Debra Wagner, Midwest City Emergency Manager		
7	David Richardson, Midwest City Fire Department		
8	Tre Williams, Oklahoma-City County Health Department		
9	Doug Beabout, Midwest City Fire Chief		
10	Doug Beabout, Midwest City Fire Chief		
11	Trenton Holt, Midwest City Animal Welfare Supervisor		
12	Duane Helmberger, Midwest City Fire Marshal		
13	Greg Wipfli, Midwest City Police Chief		
14	Debra Wagner, Midwest City Emergency Manager		
15	Josh Ryan. Midwest City Communications & Marketing		
16	Debra Wagner, Midwest City Emergency Manager		
17	Robert Coleman, Midwest City Economic Development Director		

Attachment A
Annual Fire Equipment Agreement, FY 2025-2026
Midwest City Fire Department Equipment Inventory

County ID	Property Description	Serial
~~SP 302-00079~~	~~2024 Ford F-550 Crew Cab Chassis~~	~~1FD0W5HN6RED93154~~ HDB
~~SP 646-00068~~	~~Ranch Hand Sport Bumper w/ Grill Guard~~	~~None~~ HDB
~~SP 646-00069~~	~~Havis 12.5" Wide Flat 30" Equipment Console~~	~~None~~ HDB
~~SP 503-00011~~	~~Hanging UVC 2 Sterilization Light~~	~~2UVC15A-01201~~ HDB
~~SP 503-00012~~	~~Hanging UVC 2 Sterilization Light~~	~~2UVC15A-01202~~ HDB
~~SP 503-00013~~	~~Hanging UVC 2 Sterilization Light~~	~~2UVC15A-01203~~ HDB
~~SP 503-00014~~	~~Hanging UVC 2 Sterilization Light~~	~~2UVC15A-01204~~ HDB
~~SP 503-00015~~	~~Hanging UVC 2 Sterilization Light~~	~~2UVC15A-01205~~ HDB
~~SP 503-00016~~	~~Hanging UVC 2 Sterilization Light~~	~~2UVC15A-01206~~ HDB
~~SP 503-00031~~	~~Tripod UVC 2 Sterilization Light~~	~~2UVC15A-01221~~ HDB
~~SP 503-00032~~	~~Tripod UVC 2 Sterilization Light~~	~~2UVC15A-01222~~ HDB
~~SP 503-00033~~	~~Tripod UVC 2 Sterilization Light~~	~~2UVC15A-01223~~ HDB
~~SP 503-00034~~	~~Tripod UVC 2 Sterilization Light~~	~~2UVC15A-01224~~ HDB
~~SP 503-00035~~	~~Tripod UVC 2 Sterilization Light~~	~~2UVC15A-01225~~ HDB
~~SP 503-00036~~	~~Tripod UVC 2 Sterilization Light~~	~~2UVC15A-01226~~ HDB
SP 602-00620	Link Communications TCB-1	T1-12101478
SP 602-01054	Andrew/CommScope DB-224A Antenna	15US460664405
SP 608-00010	Washer Dexter 40 lb. T-600	W1.20351.012
SP 640-00001	Water Heater	None
SP 646-00025	Emergency Shelter	None
SP 646-00026	Tent Shelter	None
SP 646-00027	Tent Shelter	None
SP 646-00029	SCBA Buddy Breather	None
SP 646-00030	SCBA Buddy Breather	None
SP 646-00034	Pro Pak Foam Unit	1ZX765000341702924
SP 646-00035	Pro Pak Foam Unit	1ZX765000341664547
SP 646-00036	Pro Pak Foam Unit	1ZX765000341164131
SP 646-00037	Pro Pak Foam Unit	1ZX765000341973365
SP 646-00038	Pro Pak Foam Unit	1ZX765000341434554
None	Chemical Detector with Radiation Opt.	1319
None	Portable Generator Gasoline Power	None
None	SAFET CPC Communication System	None
None	SAFET CPC Communication System	None
None	SAFET CPC Communication System	None
None	SAFET CPC Communication System	None
None	SAFET CPC Communication System	None
None	SAFET CPC Communication System	None
None	Portable Shower	None
None	Kenwood TK-7360H-V	B3202867
None	Kenwood TK-7360H-V	B3202876
None	Kenwood TK-7360H-V	B3202877
None	Kenwood TK-7360H-V	B3202878
None	Kenwood TK-7360H-V	B3202879
None	Kenwood TK-7360H-V	B3202880
None	Kenwood TK-7360H-V	B3202881
None	Kenwood TK7180-K	B4800064

MOBILE

None	Kenwood TK7180-K	B4800065
None	Kenwood TK7180-K	B4800066
None	Kenwood TK7180-K	B4800067
None	Kenwood TK7180-K	B4800068
None	Kenwood TK7180-K	B4800069
None	Kenwood TK7180-K	B4800070
None	Kenwood TK7180-K	B4800071
None	Kenwood TK7180-K	B4800072
None	Kenwood TK-2180 HH MIII TFS	B4300171
None	Kenwood TK-2180 HH MIII TFS	B4300172
None	Kenwood TK-2180 HH MIII TFS	B4300173
None	Kenwood TK-2180 HH MIII TFS	B4300174
None	Kenwood TK-2180 HH MIII TFS	B4300175
None	Kenwood TK-2180 HH MIII TFS	B4300176
None	Kenwood TK-2180 HH MIII TFS	B4300177
None	Kenwood TK-2180 HH MIII TFS	B4300178
None	Kenwood TK-2180 HH MIII TFS	B4300179
None	Kenwood TK-2180 HH MIII TFS	B4300180
None	Kenwood TK-2180 HH MIII TFS	B4300181
None	Kenwood TK-2180 HH MIII TFS	B4300182
None	Kenwood TK-2180 HH MIII TFS	B4300183
None	Kenwood TK-2180 HH MIII TFS	B4300184
None	Kenwood TK-2180 HH MIII TFS	B4300185
None	Kenwood TK-2180 HH MIII TFS	B4300186

7180 - MOBILE RADIO

2180 PORTABLE

The City Of Midwest City
Neighborhood Services Department

Code Enforcement • Neighborhood Initiative
8726 SE 15th Street, Midwest City, OK 73110
(405) 739-1005

MEMORANDUM

Date: **September 23, 2025**

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Subject: Discussion, consideration, and possible action of 1) declaring various office furniture, equipment and other miscellaneous items of City property as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary.

The following office furniture, equipment and other miscellaneous items are obsolete, defective, or have been replaced.

1 – Office Chair
1 – Dismantled Desk
1 – RCA TV
1 – Emerson VCR
1 – Apollo TV Cart
1 – Medical Cabinet
4 – White Guest Chairs
4 – Gray Guest Chairs
7 – Classroom Tables
210 – Meeting Room Chairs

Mike S. Stroh, Neighborhood Services Director

City Clerk Department
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1240
fax 405.869.8655

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: September 23, 2025

SUBJECT: Discussion, consideration and possible action, declaring miscellaneous Office Supplies, as surplus and authorizing disposal by public auction, sealed bid or destruction, if necessary.

The following items are no longer of use and have been removed from service.

(1) Desktop Printer
(1) Two Drawer Cabinet
(2) Letter Tray Organizers
(2) Box of Hanging Folders – Letter and Legal
(2) Headset
(1) Desk
(1) Chair
(1) Box of Misc. Desk Supplies

This agenda item will declare the items listed, as surplus.

Sara Hancock
Sara Hancock, City Clerk

City of Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1320
Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Greg Wipfli, Chief of Police

DATE: September 23, 2025

SUBJECT: Discussion, consideration, and possible action to declare (1) Treadmill, (1) Leg Press machine, (1) Leg Extension/Curl machine, (1) Biceps/Triceps machine, (1) Max Rack Smith Machine, (1) Plate loaded leg curl machine, as surplus and authorizing disposal by public auction, sealed bid, or other necessary means. (G. Wipfli-Police Chief)

The items identified are property that the Midwest City Police Department no longer needs or uses and has been removed from service.

- Super Tough Diamond Series Treadmill
- Pro-Elite Strength Systems Leg Press Machine
- Paramount Leg Extension/Curl machine Model # FL-30
- Paramount Biceps/Triceps machine Model # FL-35
- Star Trac Max Rack Smith Machine Serial # MXR-1001372
- Unbranded plate loaded leg curl machine

Greg Wipfli

Greg Wipfli, Chief of Police

Information Technology
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1374
Fax 405.869.8602

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Allen Stephenson, Information Technology Director

DATE: September 23, 2025

SUBJECT: Discussion, consideration, and possible action of 1) declaring various computer equipment and other miscellaneous items of City property as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary

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The following computer equipment and miscellaneous items are obsolete, defective, or have been replaced.

CPU

Inventory #	Manufacturer	Serial Number	Department
2375	Latitude 5414 Rugged	5R1WSG2	

MISCELLANEOUS

Quantity	Hardware Type	Serial Number	Department
52	Panels		ECC
2	Logitech bluetooth keyboards		
2	Box of miscellaneous cables		
1	1/4 spool of cellflex cable		
1	Spool of coax cable		
2	Box of miscellaneous radio parts		
1	Box of radio speakers		
2	microscopes		
1	gps time server		
24	nx5000 radio		
32	portable radio		
2	ntron-nt24k-ac1		
1	Sonicwall firewall		

Public Works Administration
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
Public Works Director
pstreets@midwestcityok.org
(405) 739-1061
Assistant Public Works Director
cevenson@midwestcityok.org
(405) 739-1062
www.midwestcityok.org

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: September 23, 2025

Subject: Discussion, consideration, and possible action of declaring miscellaneous construction materials and equipment from the Public Works Department as surplus and authorizing their disposal by sealed bid, public auction or by other means as necessary.

The Public Works Department has various construction materials and equipment as described below that have been replaced, removed from service, and/or have no other operational value or application. As such, we recommend declaring these items surplus property and authorizing disposal by sealed bid, public auction, or other means, as necessary.

- PVC Fence Panels, Qty = 85
- Metal Street Light Poles, Qty = 100
- School Zone Flashers, Qty = 20
- Concrete Drainage Structures
  - Manhole Base, Product ID MH48BNS, Qty = 5
  - Curb Inlet, Product ID CBI2GRT, Qty = 3
  - Precast SMD Type 1 Base, Product ID BXSMD1B6, Qty = 3
  - Precast SMD Type 1 Base, Product ID BXSMD1B7, Qty = 1

Action is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

MIDWEST CITY

Where the Spirit Flies High

DISCUSSION ITEMS

City Attorney, Donald D. Maisch
100 N. Midwest Boulevard
Midwest City, OK 73110
DMaisch@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch
City Attorney

RE: Discussion, consideration and possible action of approving a resolution and executing all appropriate documents to participate in the Purdue Pharma LP, Members of the Sackler Family, Alvogen Inc., Amneal Pharmaceuticals, Inc., Apotex Inc., Hikma Pharmaceuticals USA, Inc., Indivior, Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals Opioid Settlement Agreements. (D. Maisch – City Attorney).

Date: September 23, 2025

A settlement has been reached with the participants in the Purdue Pharma and associated business entity Opioid cases. The Resolution and associated documents, including the State Participation Agreement that must be executed to participate in the settlement are attached.

Respectfully submitted,

Donald D. Maisch
City Attorney

RESOLUTION OF THE CITY OF MIDWEST CITY, OKLAHOMA
RESOLUTION #_____
September __, 2025

A RESOLUTION TO APPROVE PARTICIPATION IN SETTLEMENTS WITH PURDUE PHARMA LP, MEMBERS OF THE SACKLER FAMILY, ALVOGEN, INC., AMNEAL PHARMACEUTICALS, INC., APOTEX, INC., HIKMA PHARMACEUTICALS USA, INC., INDIVIOR, INC., MYLAN PHARMACEUTICALS INC., SUN PHARMACEUTICAL INDUSTRIES, INC., AND ZYDUS PHARMACEUTICALS

WHEREAS, pharmaceutical opioids have harmed the City of Midwest City, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of pharmaceutical manufacturers, including Purdue Pharma L.P. and its related entities ("Purdue"), and Sackler family members as officers, directors, managers, and shareholders of Purdue (the "Sackler's").

WHEREAS, the City of Midwest City, Oklahoma has claims against Purdue and/or the Sackler's, and has filed suit to address and seek recovery for the harms caused to it and its citizens.

WHEREAS, Purdue and the Sackler's have agreed to settle claims of political subdivisions in the Purdue bankruptcy plan (the "Plan") in Case Number 7:19-bk-23649, currently pending in the U.S. Bankruptcy Court for the Southern District of New York, and in the Governmental Entities Settlement Agreement ("GESA") which settlement agreement is dated June 17, 2025.

WHEREAS, the City of Midwest City, Oklahoma has claims against the generic opioid manufacturers Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and/or is eligible to participate in settlement agreements with these generic opioid manufacturers, which are dated April 4, 2025, to address the harms caused to it and its citizens from the opioid epidemic.

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED that the City of Midwest City, Oklahoma hereby acknowledges receipt of the Disclosure Statement for Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue and Its Affiliated Debtors, and that it has been informed of the material aspects of the Plan relative to its claims against Purdue and its affiliated entities.

THEREFORE, BE IT RESOLVED that the City of Midwest City, Oklahoma hereby elects to participate, and hereby approves its participation in, the Plan and directs its attorneys to vote on its behalf for approval of the Plan and ratifies the vote via master ballot or otherwise by its attorneys on its behalf for approval of the Plan.

THEREFORE, BE IT RESOLVED that the City of Midwest City, Oklahoma hereby authorizes the Mayor, or the Mayor's designee, to execute the GESA Participation and Release Form contained in the GESA as Exhibit K (including executing such Participation Form electronically or in paper form), and agrees to the terms set forth in the Participation Form, including release of and/or dismissal with prejudice of the City of Midwest City's claims being released in the GESA, including claims against the Sackler's.

THEREFORE, BE IT RESOLVED that the City of Midwest City, Oklahoma hereby approves the GESA dated June 17, 2025, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Midwest City to participate in the GESA dated June 17, 2025.

THEREFORE, BE IT RESOLVED that the City of Midwest City, Oklahoma hereby approves the Purdue State-Subdivision Agreement, upon execution of the Purdue State-Subdivision Agreement by the Attorney General of the State of Oklahoma, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Midwest City to participate in the Purdue State-Subdivision Agreement.

THEREFORE, BE IT RESOLVED that the City of Midwest City, Oklahoma hereby authorizes the Mayor, or the Mayor's designee, to execute each of the Settlement Participation and Release Forms contained in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (including executing such Participation Form electronically or in paper form), and agrees to the terms set forth in the Participation Form, including release of and/or dismissal with prejudice of the City of Midwest City's claims being released in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals.

THEREFORE, BE IT RESOLVED that the City of Midwest City, Oklahoma hereby approves the settlement agreements with Alvogen, Inc., Amneal

Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Midwest City to participate in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals.

THEREFORE, BE IT RESOLVED that the City of Midwest City, Oklahoma hereby authorizes and approves its Litigation Counsel in the opioid litigation to negotiate and enter into a State-Subdivision Agreement with the State of Oklahoma through the Attorney General on behalf of the City with respect to the Generic/Small/Secondary Manufacturer Settlements with the generic opioid manufacturers Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Midwest City to participate in said State-Subdivision Agreement.

THEREFORE, BE IT RESOLVED that City of Midwest City, Oklahoma, further authorizes its Mayor and legal counsel to take all actions required by the Plan, the GESA, and the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, referenced herein, for the benefit of the City of Midwest City, Oklahoma, including executing any documents required to finalize the participation of the City of Midwest City, Oklahoma in the Plan, GESA, and generic manufacturer settlement agreements.

The City of Midwest City, Oklahoma adopted the above Resolution on the __ day of September, 2025.

CITY OF MIDWEST CITY, OKLAHOMA

_____

Mayor

Dated this ____day of _____, 2025.

ATTEST:

_____
_____, City Clerk

Purdue State-Subdivision Agreement

This Purdue State-Subdivision Agreement is made and entered into this 03/09/20 day of September 2025 (this "Agreement"), by and between, the State of Oklahoma (the "State") through the Attorney General, Gentner Drummond, and counsel for the undersigned Litigating Political Subdivisions ("Counsel for LPS").

WHEREAS, the State of Oklahoma, in 2019, entered into a settlement with Purdue Pharma, Inc. and other affiliated entities ("Purdue") whereby Purdue agreed to pay $270,000,000 to the State of Oklahoma. Approximately $12,500,000 of the State's settlement funds were allocated to Oklahoma's Political Subdivision Opioid Abatement Grants Act, 74 Okla. Stat. § 30.3, *et. seq.* (the "Act"), for political subdivisions to obtain funds to combat the opioid epidemic.

WHEREAS, the Oklahoma Litigating Political Subdivisions anticipate participating in the Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors, as such plan may be modified and amended ("Purdue Plan"), and the Governmental Entity & Shareholder Direct Settlement Agreement ("GESA"), which settles direct claims of states and subdivisions against members of the Sackler family and related entities. The Oklahoma Litigating Political Subdivisions can participate in the Purdue Plan and GESA. A list of the Oklahoma Litigating Political Subdivisions is attached as Exhibit A (the "LPS").

WHEREAS, the LPS desire to participate in the Purdue Plan and GESA and to enter into this State-Subdivision Agreement regarding the division and use of settlement funds obtained from the Purdue Plan and GESA.

ACCORDINGLY, the State and Counsel for LPS enter into this State-Subdivision Agreement regarding the allocation and use of Settlement Funds obtained from the Purdue Plan and GESA.

1. Share of Settlement. The State and the LPS agree that the Settlement Funds obtained from the Purdue Plan and GESA, including all base payments and incentive payments to be paid for all settlement payment years, will be allocated to the LPS in accordance with Exhibit B.

2. Use of Settlement Funds. The LPS agree that the use of Settlement Funds obtained from the Purdue Plan and GESA will be used in accordance with the terms of the Purdue Plan and GESA, including that all amounts received by the LPS from the Purdue Plan and GESA will be spent in accordance with the terms of the Purdue Plan and GESA.

3. Primary Subdivisions Required by the Purdue Plan and GESA. It is anticipated that the Purdue Plan and GESA will require the participation of certain Oklahoma non-litigating political subdivisions in order to maximize the amount of settlement funds received from the Purdue Plan and GESA. These subdivisions are eligible to receive funds from the Purdue money allocated to the Act.

4. Payment of LPS Share. Settlement funds from the Purdue Plan and GESA shall be paid directly into a settlement fund established for the LPS. Counsel for the LPS will provide banking instructions.

5. Binding Nature of this Agreement. No LPS shall be bound by the terms of this Agreement until it has approved of its terms by its governing body or an appropriate elected government official authorized to execute this Agreement. The State and Counsel for LPS agree that the terms of this Agreement shall not expire or change until Counsel for LPS has completed the approval process of presenting this Agreement and the Purdue Plan and GESA for approval to the LPS. The Attorney General and each counsel signing this Agreement represent that the undersigned believes this Agreement is fair and reasonable.

6. Execution of Agreement. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. An executed signature page of this Agreement delivered in .pdf format via email shall be as effective as an original executed signature page.

7. Entire Agreement. This Agreement and any applicable State-Backstop Agreement constitute the entire agreement between the parties with respect to the Purdue Plan and GESA. This Agreement may only be amended by the mutual written consent of the parties. To the extent the terms of this Agreement conflict with the Purdue Plan or the GESA, the State agrees that it will work with the Counsel for LPS to amend this Agreement to cure any such conflict. This Agreement and any of the rights, duties, or obligations of the parties hereunder shall not be assigned, transferred, or delegated by any of the parties hereto.

8. Governing Law. This Agreement shall be governed and construed in accordance with Oklahoma law.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

ON BEHALF OF THE STATE:

Gentner Drummond, Attorney General (Sep 3, 2025 17:45:33 EDT)

Gentner Drummond
Oklahoma Attorney General
State of Oklahoma

ON BEHALF OF COUNSEL FOR THE LITIGATING POLITICAL SUBDIVISIONS:

[A separate signature page will be executed by each counsel for Litigating Political Subdivisions joining the MOU.]

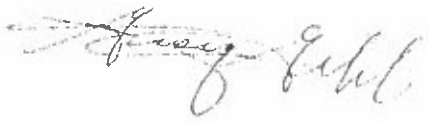
TONY G. PUCKETT, OBA #13336
TODD A. COURT, OBA #19438
McAFEE & TAFT A PROFESSIONAL CORPORATION
8th Floor, Two Leadership Square
211 N. Robinson
Oklahoma City, OK 73102
405/235-9621; 405/235-0439 (FAX)
tony.puckett@mcafeetaft.com
todd.court@mcafeetaft.com

ATTORNEYS FOR:
City of Ada
City of Anadarko
City of Altus
City of Bethany
City of Broken Arrow
City of Collinsville
City of Edmond
City of Elk City
City of Enid
City of Guthrie
City of Jenks
City of Lawton
City of Midwest City
City of Mustang
City of Oklahoma City
City of Owasso
City of Ponca City
City of Seminole
City of Shawnee
City of Stillwater
City of Tulsa
City of Yukon
Hughes County
Woods County

MATTHEW J. SILL, OBA #21547
HARRISON C. LUJAN, OBA #30154
FULMER SILL LAW GROUP
1101 N. Broadway Ave., Suite 102
Oklahoma City, OK 73103
Phone/Fax: 405-510-0077
msill@fulmersill.com
hlujan@fulmersill.com

ATTORNEYS FOR:

Atoka County
Beckham County
Caddo County
Choctaw County
Cimarron County
Cleveland County
Coal County
Comanche County
Custer County
Dewey County
Grady County
Greer County
Harmon County
Harper County
Haskell County
Jackson County
Jefferson County
Johnston County
Kay County
Kiowa County
Latimer County
LeFlore County
Lincoln County
Logan County
Love County
Major County
McCurtain County
Muskogee County
Noble County
Oklahoma County
Payne County
Pittsburg County
Pottawatomie County
Roger Mills County
Stephens County
Texas County
Tillman County
Woodward County
City of El Reno
City of Muskogee



GEORGE GIBBS
GIBBS ARMSTRONG BOROCHOFF
601 S. Boulder, Suite 500
Tulsa, OK 74119
(918) 587-3939 phone
(918) 582-5504 fax
ggibbs@gablawyers.com

ON BEHALF OF THE FOLLOWING COUNTIES:

1. Tulsa County
2. Pawnee County
3. Ottawa County
4. Osage County
5. Garvin County
6. Delaware County
7. McClain County; and
8. Seminole County
9. Okfuskee County

Bradford D. Barron, OBA #17571
The Barron Law Firm, PLLC
P.O. Box 369
Claremore, OK 74018
(918)341-8402 Phone
(918)515-4691 Fax
bbarron@barronlawfirmok.com

On behalf of the following Oklahoma Counties:

Washington County
Nowata County
Craig County
Rogers County
Mayes County
Okmulgee County
Creek County

EXHIBIT A

Political Subdivision Name

Atoka County	Beckham County
Caddo County	Choctaw County
Cimarron County	Cleveland County
Coal County	Comanche County
Craig County	Creek County
Custer County	Delaware County
Dewey County	Garvin County
Grady County	Greer County
Harmon County	Harper County
Haskell County	Hughes County
Jackson County	Jefferson County
Johnston County	Kay County
Kiowa County	Latimer County
LeFlore County	Lincoln County
Logan County	Love County
Major County	Mayes County
McClain County	McCurtain County
Muskogee County	Noble County
Nowata County	Okfuskee County
Oklahoma County	Okmulgee County
Osage County	Ottawa County
Pawnee County	Payne County
Pittsburg County	Pottawatomie County
Roger Mills County	Rogers County
Seminole County	Stephens County
Texas County	Tillman County
Tulsa County	Washington County
Woods County	Woodward County
City of Ada	City of Altus
City of Anadarko	City of Bethany
City of Broken Arrow	City of Collinsville
City of Edmond	City of El Reno
City of Elk City	City of Enid
City of Guthrie	City of Jenks
City of Lawton	City of Midwest City
City of Muskogee	City of Mustang
City of Oklahoma City	City of Owasso
City of Ponca City	City of Seminole
City of Shawnee	City of Stillwater
City of Tulsa	City of Yukon

Exhibit B

The initial allocations are shown on Table 1. Ten percent (10%) of funds received will be held back from this initial allocation to establish an Appeal Fund for any Participating Subdivision to appeal their allocation of settlement funds as set forth in this exhibit, and to pay administrative costs. Each participating subdivision will have six months after receipt of their allocation to appeal to a Special Master appointed to hear appeals. If all the money in the Appeal Fund is not distributed through the appeals process, it will be redistributed in accordance with Table 2 below. The allocations shown below will be further reduced for the payment of attorneys' fees and costs in accordance with each locality's representation agreement with their counsel.

Table 1: Opioid Settlement Allocation Shares to Litigating Oklahoma Counties, Cities and Towns, with 10% Holdback

Municipal Area	Area % of Total	Municipal Area	Area % of Total
City of Ada	1.150%	Lincoln County	0.358%
City of Altus	0.090%	Logan County	0.760%
City of Anadarko	0.320%	Love County	0.144%
Atoka County	0.283%	Major County	0.016%
Beckham County	0.252%	Mayes County	0.668%
City of Bethany	0.348%	McClain County	0.284%
City of Broken Arrow	2.831%	McCurtain County	0.624%
Caddo County	0.428%	City of Midwest City	1.917%
Choctaw County	0.295%	City of Muskogee	2.976%
Cimarron County	0.046%	Muskogee County	0.153%
Cleveland County	0.372%	City of Mustang	0.225%
Coal County	0.144%	Noble County	0.040%
City of Collinsville	0.173%	Nowata County	0.109%
Comanche County	3.101%	Okfuskee County	0.204%
Craig County	0.144%	City of Oklahoma City	20.187%
Creek County	1.137%	Oklahoma County	4.021%
Custer County	0.278%	Okmulgee County	0.305%
Delaware County	0.336%	Osage County	0.647%
Dewey County	0.017%	Ottawa County	0.258%
City of Edmond	2.051%	City of Owasso	1.034%
City of El Reno	0.279%	Pawnee County	0.316%
City of Elk City	0.448%	Payne County	0.513%
City of Enid	1.042%	Pittsburg County	0.140%
Garvin County	0.115%	City of Ponca City	0.626%
Grady County	1.418%	Pottawatomie County	0.705%
Greer County	0.059%	Roger Mills County	0.080%
City of Guthrie	0.298%	Rogers County	1.266%
Harmon County	0.042%	City of Seminole	0.344%
Harper County	0.057%	Seminole County	0.433%
Haskell County	0.224%	City of Shawnee	1.601%
Hughes County	0.172%	Stephens County	0.599%
Jackson County	0.696%	City of Stillwater	1.244%
Jefferson County	0.189%	Texas County	0.448%
City of Jenks	0.249%	Tillman County	0.132%
Johnston County	0.227%	City of Tulsa	16.441%
Kay County	0.437%	Tulsa County	7.121%
Kiowa County	0.155%	Washington County	0.510%
Latimer County	0.357%	Woods County	0.041%
City of Lawton	0.496%	Woodward County	0.198%
LeFlore County	1.135%	City of Yukon	0.421%

Table 2: Opioid Settlement Allocation Shares to Litigating Oklahoma Counties, Cities and Towns

Municipal Area	Area % of Total	Municipal Area	Area % of Total
City of Ada	1.278%	Lincoln County	0.398%
City of Altus	0.101%	Logan County	0.845%
City of Anadarko	0.356%	Love County	0.160%
Atoka County	0.315%	Major County	0.018%
Beckham County	0.280%	Mayes County	0.742%
City of Bethany	0.387%	McClain County	0.316%
City of Broken Arrow	3.146%	McCurtain County	0.694%
Caddo County	0.475%	City of Midwest City	2.130%
Choctaw County	0.328%	City of Muskogee	3.307%
Cimarron County	0.051%	Muskogee County	0.170%
Cleveland County	0.413%	City of Mustang	0.249%
Coal County	0.160%	Noble County	0.045%
City of Collinsville	0.192%	Nowata County	0.121%
Comanche County	3.445%	Okfuskee County	0.227%
Craig County	0.160%	City of Oklahoma City	22.430%
Creek County	1.263%	Oklahoma County	4.468%
Custer County	0.309%	Okmulgee County	0.339%
Delaware County	0.373%	Osage County	0.719%
Dewey County	0.019%	Ottawa County	0.287%
City of Edmond	2.279%	City of Owasso	1.148%
City of El Reno	0.310%	Pawnee County	0.351%
City of Elk City	0.498%	Payne County	0.570%
City of Enid	1.158%	Pittsburg County	0.155%
Garvin County	0.127%	City of Ponca City	0.695%
Grady County	1.575%	Pottawatomie County	0.783%
Greer County	0.066%	Roger Mills County	0.089%
City of Guthrie	0.331%	Rogers County	1.406%
Harmon County	0.046%	City of Seminole	0.382%
Harper County	0.063%	Seminole County	0.481%
Haskell County	0.249%	City of Shawnee	1.779%
Hughes County	0.191%	Stephens County	0.666%
Jackson County	0.773%	City of Stillwater	1.382%
Jefferson County	0.210%	Texas County	0.497%
City of Jenks	0.277%	Tillman County	0.147%
Johnston County	0.252%	City of Tulsa	18.267%
Kay County	0.486%	Tulsa County	7.912%
Kiowa County	0.172%	Washington County	0.566%
Latimer County	0.396%	Woods County	0.046%
City of Lawton	0.552%	Woodward County	0.220%
LeFlore County	1.261%	City of Yukon	0.468%

Purdue State-Sub Sharing Agreement

Final Audit Report 2025-09-03

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	**Chapter 11**
PURDUE PHARMA L.P., *et al.*,	**Case No. 19-23649 (SHL)**
Debtors.[1]	**(Jointly Administered)**

DISCLOSURE STATEMENT FOR THIRTEENTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF PURDUE PHARMA L.P. AND ITS AFFILIATED DEBTORS

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Dated: July 1, 2025
New York, New York

[1] The Debtors in these cases, along with the last four digits of each Debtor's registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Purdue Products L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors' corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

DISCLAIMER

THIS DISCLOSURE STATEMENT CONTAINS A SUMMARY OF CERTAIN PROVISIONS OF THE PLAN AND CERTAIN OTHER DOCUMENTS AND INFORMATION. THE INFORMATION INCLUDED HEREIN IS FOR PURPOSES OF SOLICITING ACCEPTANCES OF THE PLAN PURSUANT TO SECTION 1125(A) OF THE BANKRUPTCY CODE AND SHOULD NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW AND WHETHER TO VOTE ON THE PLAN. THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE. THE SUMMARIES OF THE FINANCIAL INFORMATION AND THE DOCUMENTS THAT ARE ATTACHED HERETO ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO SUCH INFORMATION AND DOCUMENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR SUCH OTHER PLAN-RELATED DOCUMENTS AND INFORMATION, THE PLAN OR SUCH OTHER PLAN-RELATED DOCUMENTS AND INFORMATION, AS THE CASE MAY BE, SHALL GOVERN FOR ALL PURPOSES.

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THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(B)

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SEE ARTICLE VIII OF THIS DISCLOSURE STATEMENT, ENTITLED "CERTAIN RISK FACTORS TO BE CONSIDERED PRIOR TO VOTING," FOR A DISCUSSION OF CERTAIN CONSIDERATIONS IN CONNECTION WITH A DECISION BY A HOLDER OF AN IMPAIRED CLAIM TO ACCEPT THE PLAN.

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ARTICLE I

INTRODUCTION

A. Purpose of the Disclosure Statement

On September 15, 2019 (the "**Petition Date**"), each of Purdue Pharma L.P. ("**Purdue Pharma**" or "**PPLP**"), its general partner Purdue Pharma Inc. ("**PPI**"), and Purdue Pharma's wholly owned direct and indirect subsidiaries (collectively, the "**Debtors**") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**"). The Debtors' chapter 11 cases are being jointly administered under the caption *In re Purdue Pharma L.P.*, Case No. 19-23649 (the "**Chapter 11 Cases**"). The Debtors have continued in possession of their property and have continued to operate and manage their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors submit this disclosure statement (including all exhibits and schedules attached thereto, and as may be amended, altered, modified, revised, or supplemented from time to time, the "**Disclosure Statement**") in connection with the solicitation of votes on the *Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors*, dated July 1, 2025 (the "**Plan**"), a copy of which is attached hereto as **Appendix A**.[2]

The Debtors submit this Disclosure Statement pursuant to section 1125 of the Bankruptcy Code to holders of Claims against and Interests in the Debtors in connection with (i) the solicitation of acceptances of the Plan and (ii) a hearing to consider confirmation of the Plan.

The purpose of this Disclosure Statement is to describe the Plan and its provisions and to provide adequate information, as required under section 1125 of the Bankruptcy Code, to inform holders of Claims against the Debtors who, as applicable, have the right to vote on the Plan so they can make informed decisions in doing so. Holders entitled to vote to accept or reject the Plan will receive a Ballot together with this Disclosure Statement to enable them to vote on the Plan.

This Disclosure Statement includes, among other things, information pertaining to the Debtors' prepetition business operations and financial history, and the events leading up to the Chapter 11 Cases. In addition, this Disclosure Statement includes an overview of the Plan (which overview sets forth certain terms and provisions of the Plan), the effects of confirmation of the Plan, certain risk factors associated with the Plan, and the manner in which distributions will be made under the Plan. This Disclosure Statement also discusses the confirmation process and the procedures for voting, which procedures must be followed by the holders of Claims entitled to vote under the Plan in order for their votes to be counted.

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[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan or the Disclosure Statement; *provided*, that capitalized terms used herein that are not defined herein or in the Plan or the Disclosure Statement, but are defined in title 11 of the United States Code (the "**Bankruptcy Code**") or the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), shall have the meanings ascribed to such terms in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

B. Executive Summary

On the very first day of these Chapter 11 Cases, the Debtors committed to turn over all of their assets for the benefit of their claimants and the American public. The Debtors' proposed Plan delivers on this commitment.

Under the Plan and various settlements with the Sackler Parties, billions of dollars will flow into trusts established for the benefit of claimants harmed by the opioid crisis including states and localities, Native American Tribes, healthcare providers, public schools, emergency room physicians and qualified personal injury claimants (including children born with Neonatal Abstinence Syndrome). Creditors in these Chapter 11 Cases will have the opportunity to elect whether to settle their direct claims against the Sackler Parties in exchange for enhanced recoveries under the Plan. In the aggregate, as much as $8 billion in value could be available for creditors under the Plan.

Under the terms of the Shareholder Settlements, the Sackler Parties will be required to pay up to approximately $7 billion over fifteen years in settlement of both the Debtors' claims against the Sackler Parties and direct claims against the Sackler Parties held by creditors that elect to settle those claims. These payments (assuming that all creditors elect to grant the Third-Party Releases) would exceed the amount of the Sackler Families' commitments under the settlement set forth in the Debtors' prior plan of reorganization. The principal consideration to be granted to the Sackler Parties in exchange for such payments is the release and injunction provisions with respect to specified parties associated with the Sackler Parties provided for under the Plan and in the various Direct Claims Shareholder Settlements. The terms of the Shareholder Settlements are discussed in greater detail herein.

The Plan also incorporates a number of updates and changes to the previous 12th amended plan to comply with the U.S. Supreme Court's ruling in *Harrington v. Purdue Pharm. L.P.*, 603 U.S. 204 (2024) that the Bankruptcy Code does not authorize non-consensual releases of claims held by non-debtors against other non-debtors (*i.e.*, third-party releases). The Third-Party Releases in the Plan will only bind those creditors who elect to grant them. Those creditors will receive additional distributions in exchange for their release of direct claims against the Sackler Parties and other released parties. The Plan does not release or compromise any direct claims against the Sackler Parties or any other non-Debtors held by creditors that elect not to grant third-party releases.

On or immediately after the Effective Date, Purdue Pharma will be dissolved and cease to exist. The Debtors' businesses will be transferred to a newly created company, Knoa Pharma LLC ("**NewCo**"), which will be wholly owned by an independent entity intended to be treated as an exempt organization under IRC section 501(c)(4) (the "**Foundation**"). No federal, state, or local governmental entity will own the equity of NewCo or the Foundation. NewCo will be a private company, will be required to operate in a responsible manner (*i.e.*, as the Debtors have been required to since the Petition Date), and will be subject to the same laws and regulations as any other U.S. pharmaceutical company. NewCo will, however, be historic and unique because it will be governed by a charter that will require that it deploy its assets to address the opioid crisis.

This remarkable accomplishment has been reached through tireless effort and negotiations undertaken by many parties—parties that often held radically divergent views on fundamental issues that had to be, and to an exceptional degree have been, painstakingly reconciled over time. The result of these unparalleled efforts is a Plan and a number of non-bankruptcy settlements that the Debtors expect will be almost entirely consensual and will deliver significant value to many of those in need. The proposed global settlement represents the best possible outcome for the creditors, and the Plan, if confirmed, will fairly and expeditiously resolve these complex bankruptcy cases.

The Plan is supported by nearly all of the Debtors' creditor constituencies, including the States AG Negotiating Group, the Ad Hoc Committee of Governmental and Other Contingent Litigation Claimants (the "**AHC**" or "**Ad Hoc Committee**"), the Multi-State Governmental Entity Group (the "**MSGE Group**"), the Native American Tribes Group, the Ad Hoc Group of Individual Victims, the Ad Hoc Group of Hospitals, the ER Physicians, the Third-Party Payor Group, the Ratepayer Mediation Participants, the NAS Committee, and the Public School District Claimants. A statement from the Creditors' Committee regarding its support for the Plan will be included in the Solicitation Package and can also be found at www.kccllc.net/PurdueCreditors. The negotiations leading up to the proposal of this widely supported Plan and the key terms of the Plan are summarized below.

Events Following Confirmation of the 12th Amended Plan: Following entry of the Twelfth Amended Plan Confirmation Order, the United States Trustee, eight states and the District of Columbia (collectively, "**the Nine**"), certain Canadian municipalities and indigenous tribes, the City of Seattle, as well as certain individual claimants appealed the Twelfth Amended Plan Confirmation Order to the United States District Court for the Southern District of New York (the "**Southern District of New York**"). In December 2021, the Southern District of New York vacated the Twelfth Amended Plan Confirmation Order, holding that the nonconsensual third-party releases under the Plan were not authorized by the Bankruptcy Code. *See In re Purdue Pharma, L.P.*, 635 B.R. 26 (S.D.N.Y. 2021). The Debtors and others appealed this decision to the Second Circuit Court of Appeals, which appeal resulted in the fourth phase of the Mediation, leading to further improvements of the settlement terms embodied in the Twelfth Amended Plan that resolved the appeal by the Nine.

The settlement terms as of the conclusion of the fourth phase of the Mediation included the following (many of which were also part of the Plan that was confirmed in September 2021): (i) NewCo, a new company, would be created, among other things, to develop and distribute opioid addiction treatment and overdose reversal and other medicines, continue serving patients and consumers who use Purdue Pharma's existing medicines and products, (ii) the Sackler Families would pay an aggregate $5.5 billion over the course of 18 years, in addition to the $225 million already paid directly to the DOJ to satisfy their Civil Settlement outside of the Plan (as defined below), (iii) the Sackler Families would engage in a sale process over a seven-year period to divest their ex-U.S. pharmaceutical companies and contribute up to an additional $500 million from such net sale proceeds, and (iv) key members of the Sackler Families would exit their investments and involvement in opioid businesses in perpetuity and other family members would not hold a controlling interest or serve in an executive role in an opioid business until all payment obligations of the Sackler Families under the Twelfth Amended Plan were satisfied in full. In addition, in exchange for the contributions by the Sackler Families, they and other related parties would receive

narrowly tailored releases from potential liability in connection with the Debtors' business operations.

On May 30, 2023, the Second Circuit Court of Appeals reversed the Southern District of New York and affirmed the Twelfth Amended Plan Confirmation Order (the "**Second Circuit Decision**"). *See In re Purdue Pharma L.P.*, 69 F.4th 45 (2d Cir. 2023). Although virtually every single economically interested party had agreed to support (or not object to) the Twelfth Amended Plan, the United States Trustee sought, and was granted, certiorari before the Supreme Court of the United States (the "**Supreme Court**"). On June 27, 2024, the Supreme Court reversed, in a 5-4 vote, the Second Circuit Decision, holding that the Bankruptcy Code does not authorize the non-consensual release of claims held by a non-debtor against another non-debtor as contemplated by Section 10.7 of the Twelfth Amended Plan, and remanded the case for further proceedings consistent with its opinion (the "**Harrington Decision**"). *Harrington v. Purdue Pharm. L.P.*, 603 U.S. 204, 1 (2024).

Events Since the Harrington Decision: Following the Harrington Decision, the parties engaged in the fifth phase of the Mediation to modify the settlement with the Sackler Families and portions of the Twelfth Amended Plan in a manner consistent with the ruling of the Supreme Court. Multiple months of further Mediation yielded a further revised global settlement, adapted to comply with the new legal landscape. *See* Article III.CC.2 for a further description of the Mediation process and outcome.

The Plan incorporates the global settlement reached during this latest phase of the Mediation. As set forth herein, the settlement contained in the Twelfth Amended Plan was largely preserved, with enhancements and changes described below. The aggregate payment by the Sackler Parties to settle both estate and direct claims against them has been increased from $5.5 billion over eighteen years to up to $7 billion over fifteen years, with up to $1.5 billion of that total due on the Effective Date of the Plan (and more than 40% of the $6.5 billion total due in the first three years).

The Plan provides for the settlement of the Debtors' claims against the Sackler Parties (the "**Estate Causes of Action**") and allocates the proceeds of such settlement among the Debtors' creditors (the "**Estate Claims Settlement**"). Further, and consistent with the ruling of the United States Supreme Court, the Plan also provides for the voluntary settlement of direct claims held by creditors ("**Direct Claims Settlements**") against the Sackler Parties, who will provide cash distributions to public and private claimants who elect to participate in the Direct Claims Settlements and grant releases of their direct claims (as described in the Plan in more detail) (the "**Third-Party Releases**"). A claimant's vote on the Plan is independent of whether that claimant elects to grant the Third-Party Releases in exchange for an increased recovery. The Settlement provides for an election mechanism for Holders of Claims to grant consensual releases of any actual or potential direct claims or causes of action against the Shareholder Released Parties relating to the Debtors (including claims in connection with Opioid-Related Activities) and an associated channeling injunction. The election mechanism differs among classes of Claims. Specifically, holders of personal injury claims and third-party payor claims will be able to grant the consensual releases through the ballot for Plan voting; governmental entities other than the federal government will be able to grant the consensual releases through direct settlement agreements; hospitals, emergency room physicians and public schools will be able to grant the

consensual releases through to-be-filed opt-out class action settlements. If the Plan is consummated, the Holders of Claims that grant Third-Party Releases pursuant to the applicable mechanism will conclusively, absolutely, unconditionally, irrevocably, and forever release the Shareholder Released Parties from actual or potential claims or causes of action relating to the Debtors (including claims relating to OxyContin and other opioid medications) held by such Holders, subject to the conditions set forth in the Plan, including Sections 10.7(a), (b) and (c) of the Plan. Following the Notice of Shareholder Release Snapback, the Third-Party Releases granted by the Holders of Claims pursuant to the Plan do not apply to any Shareholder Release Snapback Party, as set forth in Section 10.7 of the Plan.

The payments to be made by the Sackler Parties will be divided between the Estate Claims Settlement and the Direct Claims Shareholder Settlements.[3] Those creditors that elect to grant the Third-Party Releases will receive their pro-rata share of distributions on account of both the Estate Claims Settlement and the Direct Claims Shareholder Settlements, while the creditors that do not elect to grant the Third-Party Releases will only receive their pro-rata share of distributions from the Estate Claims Settlement and other estate value once their claims are Allowed. The claims of those creditors that do not elect to grant the Third-Party Releases ("**Non-Participating Claims**") will not automatically be Allowed and may be subject to objections (which must be lodged by a certain time, as set forth in the next paragraph) by the Debtors, the Master Disbursement Trust, other applicable creditor representatives, or the Shareholder Released Parties in accordance with the Bankruptcy Code and the Plan (and such objections must be lodged within a certain period of time after the Effective Date, or else such claims will be Allowed). For the avoidance of doubt, a creditor that does not elect to grant the Third-Party Release will be able to pursue litigation of any direct claims against the Shareholder Released Parties, subject to any limitations set forth in the Plan or the Confirmation Order.

Non-Participating Claims will not receive any distribution on the Effective Date. Rather, on the Effective Date, the Debtors will fund disputed claims reserves established under the Plan (the "**Non-Participating Claims Reserve**") corresponding to each Class of Channeled Claims in amounts equal to the aggregate amount of estate distributions to which Holders of Non-Participating Claims in such class would be entitled pursuant to the applicable Trust Distribution

[3] For the avoidance of doubt, all parties have agreed that this "allocation" of settlement amounts on account of Estate Releases, on the one hand, and the Direct Release, on the other, is part of an overall compromise and settlement under Bankruptcy Rule 9019 between the Debtors, the Creditors' Committee, all creditor groups that are Mediation Parties, and the Sackler Parties, and, upon confirmation of the Plan will be deemed to be a settlement between the Debtors, the Creditors' Committee, all creditor groups that are Mediation Parties, and the Sackler Parties in which, among other things, the Sackler Parties are providing the Settlement Payments in consideration over fifteen (15) years. The "allocation" is intended by the Sackler Parties and the other Mediation Parties, among other things, to facilitate the distribution of proceeds for opioid abatement, victim compensation, and other permitted uses under the Plan and otherwise. All parties, including the public side claimants and the Sackler Parties (as well as the Shareholder Released Parties), agree that neither the amount of the Settlement Payments nor the "allocation" (including any allocation between the Sackler Parties of the payment responsibility) reflects any concession or agreement by any party as to the strength, validity, merits, collectability, amount, or otherwise, of the Estate Released Claims or of the Direct Released Claims or any defenses to the Estate Released Claims or the Direct Released Claims, and that if for whatever reason the agreement in principle is not consummated, neither the amount of the Settlement Payments nor the "allocation" shall be cited or used by the Debtors, the Creditors' Committee, all creditor groups that are Mediation Parties, or the Sackler Parties (or the Shareholder Released Parties) – or any party hereto – for any purpose whatsoever in any pleading or proceeding wherever or whenever.

Procedures ("**TDP**") if all such Non-Participating Claims are ultimately Allowed. If a Non-Participating Claim (other than a Non-Participating Claim that is a PI Claim) has not been the subject of a claims objection within two (2) years of the Effective Date, such Non-Participating Claim shall automatically become an Allowed claim and receive its treatment in accordance with the Plan (but shall not receive any distribution from any Direct Claims Settlement). If a Non-Participating Claim that is a PI Claim has not been the subject of a claims objection within eighteen (18) months of the Effective Date, such Non-Participating Claim shall become an Allowed claim and will receive its treatment in accordance with the Plan (but shall not receive any distribution from any Direct Claims Settlement).

A claimant shall be entitled to the amount reserved for such claim, as calculated in accordance with the mechanics of the Non-Participating Claims Reserve and the applicable TDPs, if the claimant proves that it has a valid, compensable claim against the Debtors, *i.e.*, a legal theory upon which it can recover. Upon the disallowance of any Non-Participating Claim, any amounts held in the applicable Non-Participating Claims Reserve for such claimant shall be released to the applicable Released Claims Reserve and any future distribution from the Estate that would have been funded to the Non-Participating Claims Reserve for that Claimant shall be funded directly to the Released Claims Reserve. Funds in the Released Claims Reserves may ultimately be made available for creditor distributions if certain criteria are met.

The principal consideration for the payments to be made by the Sackler Parties are the release and injunction provisions with respect to specified parties associated with the Sackler Parties provided for under the Plan and in the various Direct Claims Shareholder Settlements. *See* Article III.Y below and the Master Shareholder Settlement Agreement setting forth the principal terms of the agreement with the Sackler Parties, which Master Shareholder Settlement Agreement is part of the Plan Supplement, for a more detailed description of the terms of this settlement. The release and injunction provisions are described in detail in Articles I.E-F below.

As a condition to the Sackler Parties' increased settlement contributions without the assurance of broad third-party releases, the Plan, the Master Shareholder Settlement Agreement and the various Direct Claims Settlements also provide that certain qualifying litigation costs and expenses (including, for the avoidance of doubt, settlements and judgments, and collectively, "**Litigation Costs**")[4] incurred by the Sackler Parties related to creditor claims (including their treatment) that do not participate in the Direct Claims Settlement will reduce the Sackler Parties' settlement payment obligations. As described in more detail in Section III.Y.1, those Litigation Costs incurred by the Sackler Parties will be first payable from the applicable Shareholder Payment Parties' Retained Payment Amounts and Released Claims Reserves. If these funds are insufficient (or unavailable at the time because, for example, any litigation regarding the allowance of Non-Participating Claims is still on-going), such Litigation Costs shall be payable from the Special Operating Reserve. The Special Operating Reserve will initially be funded in an aggregate amount of $200 million by withholding Effective Date estate distributions in the amount of (i) $20 million allowable to Private Creditor Trusts and the Public School Trust and (ii) $180 million allowable to Public Creditor Trusts. If, on any Sackler Parties' settlement payment date, the Special

[4] For the avoidance of doubt, Litigation Costs shall not include any costs to object to the allowance of Claims if the underlying Claim holder has not commenced litigation against the Shareholder Released Parties, or any costs arising from litigation following a Notice of Shareholder Release Snapback.

Operating Reserve balance is less than $300 million, then the Sackler Parties' settlement payments due on that date on account of Estate Causes of Action will first be used to return the balance of the Special Operating Reserve to $300 million, until the aggregate amount of all contributions to the Special Operating Reserve total $800 million.[5]

As noted above, substantially all of the Debtors' non-cash assets (other than certain causes of action and insurance rights), including direct or indirect interests in PPLP's subsidiaries as separate legal entities except as otherwise provided by or permitted in the Plan, and approximately $135 million of cash will be transferred directly or indirectly to NewCo. Up to 5% of the unrestricted cash of NewCo (net of costs, expenses, fees, taxes, disbursements, debts or obligations) (the "**NewCo Distributable Cash**"), which shall not exceed $5 million per annum, will be distributed annually to the Foundation, which the Foundation may utilize to make grants for evidence-based strategies to abate the opioid crisis. NewCo shall pay the remaining NewCo Distributable Cash not distributed to the Foundation to the Governmental Remediation Trust and the Tribe Trust.

NewCo will be required to be operated in a responsible manner, balancing: (i) the interests of its stakeholders to fund and provide abatement of the opioid crisis; (ii) effective deployment of its assets to address the opioid crisis; and (iii) the interests of those materially affected by its conduct. As a result, NewCo will operate in an accountable manner with nearly all of the net value that it generates ultimately being used to abate the opioid crisis. NewCo will be wholly owned by the Foundation, an independent newly created New York corporation intended to be treated as a an exempt organization under IRC section 501(c)(4) for U.S. federal income tax purposes. There will be no creditor ownership of, or involvement in the governance, or operations of, the Foundation or NewCo. The managers of NewCo (the "**NewCo Managers**")—who will effectively function as a board of directors for the new company—and the trustees of the Foundation (the "**Foundation Trustees**") will initially be selected by the Settling States with the consent (not to be unreasonably withheld) of the Ad Hoc Committee and in consultation with the Debtors and the Creditors' Committee, pursuant to a selection process that is reasonably acceptable to the Debtors, and the DOJ will have the right, in its discretion, to observe such selection process. The initial NewCo Managers and the Foundation Trustees must all be disinterested and independent. Neither any member of the Sackler Parties, who have had no role in managing the Debtors since 2018, nor any related entity, will have any role in the selection of the NewCo Managers, Foundation Trustees or in any other aspect of NewCo's or the Foundation's governance or operations. The NewCo and Foundation organizational documents and the identities of the initial NewCo Managers and initial Foundation Trustees will be included in the Plan Supplement.

[5] Amounts in the Special Operating Reserve will be returned to creditors who granted Third-Party Releases to the Shareholder Released Parties after the passage of a certain amount of time so long as there is no then-existing litigation against the Shareholder Released Parties, all as set forth in the Master Shareholder Settlement Agreement, dated as of June 17, 2025 by and among the Master Disbursement Trust, the parties listed on Exhibit A thereto, the parties listed on Exhibit B thereto, the Sackler Parties' Representative, and PRA L.P. (the "**Master Shareholder Settlement Agreement**"), as attached as Exhibit A to the *Notice of Filing of Plan Supplement Pursuant to the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors* [D.I. 7591].

Under the Plan, funds created for the benefit of each group of Private Claimants[6] will receive fixed cash distributions over time,[7] with varying values and time periods for each such group.

Private Claimants/Public Schools. Approximately $263,498,910 will be distributed to the Healthcare Provider Trust, comprised of $89,283,589.18 from the Estate and $174,215,320.82 from the Sackler Parties, approximately $394,911,880 will be distributed to the TPP Trust, comprised of $133,807,505.09 from the Estate and $261,104,374.91 from the Sackler Parties, approximately $5,811,015 will be distributed to the ERP Trust, comprised of $1,968,832.88 from the Estate and $3,842,182.12 from the Sackler Parties, and $40,560,000 will be distributed to the Public School Trust, comprised of $13,783,783.45 from the Estate and $26,776,216.55 from the Sackler Parties. Further, $865,818,195 will be distributed to a trust be established for personal injury victims (of which $114,061,265, comprised of $88,923,199.75 from the Estate and $25,138,065.25 from the Sackler Parties, shall be provided to NAS PI victims, and $751,756,930, comprised of $598,578,263.70 from the Estate and $153,178,666.30 from the Sackler Parties, shall be provided to non-NAS PI victims). A detailed description of each of the trusts, how they will be funded, which types of creditors may qualify for distributions from each trust and how distributions will be made is set forth in Article III.CC.3. Copies of the final trust distribution procedures (the "**Trust Distribution Procedures**") for each such trust (and the PI Trust, as defined below) will be included in the Plan Supplement.

The chart below sets forth the projected distributions to each of the Private Claimant trusts and the Public School Trust:

Trust	Effective Date Distributions	SOR Holdback Amounts[8]	Post-Emergence Distributions	Total Distributions
PI Trust	$815,818,195	$11,138,195	$50,000,000	$865,818,195
Non-NAS PI Portion	$701,756,930	$9,328,930	$50,000,000	$751,756,930
NAS PI Portion	$114,061,265	$1,809,265	$0	$114,061,265
TPP Trust	$394,911,880	$5,971,880	$0	$394,911,880
Healthcare Provider Trust	$263,498,910	$2,688,910	$0	$263,498,910
Public School Trust	$25,560,000	$60,000	$15,000,000	$40,560,000
ERP Trust	$5,811,015	$141,015	$0	$5,811,015
Total	**$1,505,600,000**	**$20,000,000**	**$65,000,000**	**$1,570,600,000**

[6] The Private Claimants consist of (i) personal injury claimants, including guardian claimants asserting claims on behalf of minors with NAS due to exposure to opioids in utero, (ii) healthcare providers, (iii) private health insurance carrier plaintiffs and third-party payors and (iv) emergency room physicians.

[7] In the event that the Ratepayer Mediation Participants Stipulation has been entered into on or prior to the Effective Date, the Debtors will also pay attorneys' fees of the Ratepayer Mediation Participants on the Effective Date in an amount not to exceed $1.4 million.

[8] Included in Effective Date distributions shown in chart.

Public Creditor Trusts. In addition to the Private Creditor Trusts and the Public School Trust described above, the settlement provides for the establishment of two public creditor trusts, which will receive the remainder of the distributable value. Specifically, all remaining value from the Debtors after satisfying other obligations under the Plan will be distributed through the Governmental Remediation Trust and the Tribe Trust,[9] on account of the Non-Federal Domestic Governmental Claims and Tribe Claims, respectively.

The Public Creditor Trust Distributions to the Governmental Remediation Trust and/or the Tribe Trust will be allocated between the Governmental Remediation Trust and the Tribe Trust as follows, in each case, as calculated before accounting for any amounts payable pursuant to Section 5.9 of the Plan: (I) with respect to the Estate Distributions, (X) 96.7% to the Governmental Remediation Trust and (Y) 3.3% to the Tribe Trust; and (II) with respect to the Shareholder Direct Settlement Portion, (X) 96.7% of the Maximum Governmental Direct Settlement Amount on the payment dates indicated therein to the Governmental Remediation Trust, subject to, and payable in accordance with, the terms of the Governmental Entity Shareholder Direct Settlement Agreement[10], and (Y) 3.3% of the Maximum Governmental Direct Settlement Amount on the payment dates indicated therein to the Tribe Trust, subject to, and payable in accordance with, the terms of the Tribe Trust Agreement.

Settlement with the DOJ: Following commencement of the Chapter 11 Cases, the Debtors also reached a settlement with the United States.[11] On November 18, 2020, the Bankruptcy Court approved PPLP entering into (i) a plea agreement (the "**Plea Agreement**") by and among PPLP and the United States,[12] and (ii) a civil settlement agreement by and between PPLP and the United States (the "**Civil Settlement**," and together with the Plea Agreement, the "**DOJ Resolution**"). On November 24, 2020, in accordance with the terms of the DOJ Resolution, PPLP pled guilty in the United States District Court for the District of New Jersey (the "**New Jersey District Court**") to an information charging it with three felony offenses: one count charging a dual-object conspiracy to defraud the United States and to violate the Food, Drug, and Cosmetic Act, and two counts charging conspiracy to violate the Federal Anti-Kickback Statute. Consistent with the terms of the Plea Agreement, the New Jersey District Court's consideration of the Plea Agreement has been deferred to the sentencing hearing, which will occur following confirmation of the Debtors' Plan. If the Plea Agreement is accepted by the New Jersey District Court at the sentencing hearing, the DOJ Resolution will fully resolve the United States' civil and criminal

[9] The Tribe Trust refers to one or more trusts, limited liability companies or other Persons to be established in accordance with Section 5.8 of the Plan.

[10] An initial draft of the Governmental Entity Shareholder Direct Settlement Agreement, dated as of June 17, 2025, is filed at D.I. 7592.

[11] The proposed settlements described in this Disclosure Statement and Plan to which the United States would be a party are subject to necessary Government approvals. The United States cannot enter into binding agreements unless and until such approvals have been obtained.

[12] Acting through the United States Attorney's Office for the District of New Jersey (the "**NJ USAO**"), the United States Attorney's Office for the District of Vermont ("**VT USAO**"), and the United States Department of Justice, Civil Division, Consumer Protection Branch.

investigations into the Debtors' past practices related to the production, sale, marketing and distribution of opioid products. Pursuant to the Plea Agreement, among other things, the Debtors and the United States agreed to a criminal forfeiture judgment in the amount of $2 billion (the "**Forfeiture Judgment**") that will be entered after confirmation of the Chapter 11 Plan and upon the New Jersey District Court's acceptance of the Plea Agreement, and will be deemed to have the status of an allowed superpriority administrative expense claim against PPLP.

Critically, the United States further agreed to provide a credit offsetting the Forfeiture Judgment (the "**Forfeiture Judgment Credit**") of up to $1.775 billion for value distributed or otherwise conferred by Purdue Pharma under the Plan in respect of claims asserted by state, tribal, or local government entities, *provided* that the Plan provides for the emergence of a public benefit company (or entity with a similar mission) and certain other terms and conditions as described in more detail in the Plea Agreement. The Forfeiture Judgment Credit therefore helps maximize the amount of value that can be dedicated to abatement purposes. Distribution of the value from the Debtors' Estates to the Governmental Remediation Trust and the Tribe Trust will satisfy the first primary requirement to realize the Forfeiture Judgment Credit. The transfer of the Debtors' business to NewCo, which is described in more detail below, will satisfy the second primary requirement. Accordingly, the Plan contemplates that the Debtors will be able to utilize the full amount of the Forfeiture Judgment Credit. *See* Article III.U for a further description of the DOJ Resolution.

In sum, the cornerstone of the Plan is the recognition by most of the core stakeholder groups that (a) all of the Debtors' assets should be distributed to their creditors, and almost all of such value should be provided to opioid claimants, and (b) the Settlement Agreements reflect the best available alternative for claimants. The Plan enjoys broad support from most of the Debtors' significant creditor groups. This level of consensus is extraordinary, given the nature of the litigation against the Defendant Debtors and the Shareholder Released Parties and the heterogeneous views on fundamental settlement and allocation issues held over time by the various supporting stakeholders.

THE DEBTORS, THE CREDITORS' COMMITTEE, THE STATES AG NEGOTIATING GROUP, THE AD HOC COMMITTEE, THE MSGE GROUP, THE NATIVE AMERICAN TRIBES GROUP, THE AD HOC GROUP OF INDIVIDUAL VICTIMS, THE AD HOC GROUP OF HOSPITALS, THE ER PHYSICIANS, THE THIRD-PARTY PAYOR GROUP, THE RATEPAYER MEDIATION PARTICIPANTS, THE NAS COMMITTEE, AND THE PUBLIC SCHOOL DISTRICT CLAIMANTS (COLLECTIVELY, THE "**SUPPORTING CLAIMANTS**") SUPPORT CONFIRMATION OF THE PLAN AND URGE ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN TO VOTE TO ACCEPT THE PLAN. THE SUPPORTING CLAIMANTS BELIEVE THAT THE PLAN PROVIDES THE HIGHEST AND BEST RECOVERY FOR ALL CREDITORS AND IS IN THE BEST INTERESTS OF STAKEHOLDERS OF THE DEBTORS.

DOJ Statement Regarding Confirmation of the Plan

The Department of Justice has confirmed that, subject to agreement on acceptable operating principles and covenants for NewCo, the Plan (i) is consistent with the civil settlement

agreement by and between PPLP and the United States and the plea agreement by and among PPLP and the United States that collectively constitute the DOJ Resolution and (ii) satisfies the two conditions precedent to the realization of the full $1.775 billion Forfeiture Judgment Credit—because the Plan provides for (a) the emergence of a public benefit company (or entity with a similar mission), and (b) at least $1.775 billion of value to be distributed or otherwise conferred by Purdue Pharma under the Plan in respect of claims asserted by state, tribal, or local government entities.

Creditors' Committee Statement Regarding Confirmation of the Plan

The Debtors have agreed to include in the Solicitation Package a letter from the Creditors' Committee supporting the Plan and providing greater detail regarding the Creditors' Committee's position with respect to the Plan. The views expressed in such letter are those of the Creditors' Committee. The Debtors appreciate the support of the Creditors' Committee, although they do not endorse or agree with all of the statements made in this letter.

C. Summary of Classification and Treatment of Claims and Interests in the Debtors

The Plan is being proposed as a joint plan of reorganization of the Debtors for administrative purposes only, and constitutes a separate chapter 11 plan of reorganization for each Debtor. The Plan groups the Debtors together solely for purposes of describing treatment under the Plan, confirmation of the Plan and making distributions ("**Plan Distributions**") in respect of Claims against and/or Interests in the Debtors under the Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, nor cause the transfer of any assets or the assumption of any liabilities; and, except as otherwise provided by or permitted in the Plan, all Debtors shall continue to exist as separate legal entities.

Over 614,000 Proofs of Claim were filed in these Chapter 11 Cases by the July 30, 2020 General Bar Date. More than 550,000 of those Proofs of Claim, approximately 90% of the total, did not state a claim amount. The approximately 10% of the Proofs of Claim that did state an amount asserted, in the aggregate, claims of over $140 trillion. Even if the single proof of claim asserting $100 trillion in damages is excluded, the approximately 10% of Proofs of Claim that state claim amounts assert, in the aggregate, claims of over $40 trillion. For comparison, the gross domestic product of the United States for 2023 is estimated at approximately $27.36 trillion,[13] and the gross domestic product of the entire world for 2023 is estimated at approximately $106.17 trillion.[14]

The vast majority of the filed Proofs of Claim assert unsecured opioid litigation claims, including the claims in the following classes: Non-Federal Domestic Governmental Claims (Class 4); Tribe Claims (Class 5); Public School Claims (Class 6); Healthcare Provider Claims (Class 7); Third-Party Payor Claims (Class 8); ER Physician Claims (Class 9); and PI Claims (Classes 10(a)

[13] Gross Domestic Product, Fourth Quarter and Year 2023 (Second Estimate), BEA 24-05, U.S. Department of Commerce, Bureau of Economic Analysis (Feb. 28, 2023).

[14] GDP (current US$) (NY.GDP.MKTP.CD), World Bank (Dec. 17, 2024).

and 10(b)). Many of the opioid litigation claims against the Debtors are based upon novel or untested legal theories. In addition to the legal uncertainties, the value of any opioid litigation claim will depend greatly on the facts and circumstances of the claim, and a number of highly particularized judgments about the quantum of economic and non-economic damages that the claimant has incurred and that are compensable under applicable law. The information necessary to determine these amounts is also generally not available from the Proofs of Claim, and, in litigation, would be learned through fact and expert discovery. Any estimate of the aggregate value of opioid litigation claims, and any estimate of the aggregate percentage recovery of a class of opioid litigation claims, would be so uncertain as not to provide claimants with information useful to make judgments about the proposed Plan.

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, confirmation, and distribution pursuant to the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. For a summary of the treatment of each Class of Claims and Interests, *see* the description below and "Summary of the Plan" in Article IV.

Class	Type of Claim or Interest	Impairment	Entitled to Vote
Class 1	Secured Claims	Unimpaired	No (Presumed to Accept)
Class 2	Other Priority Claims	Unimpaired	No (Presumed to Accept)
Class 3	Federal Government Unsecured Claims	Impaired	Yes
Class 4	Non-Federal Domestic Governmental Claims	Impaired	Yes
Class 5	Tribe Claims	Impaired	Yes
Class 6	Public School Claims	Impaired	Yes
Class 7	Healthcare Provider Claims	Impaired	Yes
Class 8	Third-Party Payor Claims	Impaired	Yes
Class 9	ER Physician Claims	Impaired	Yes
Class 10(a)	NAS PI Claims	Impaired	Yes

Class	Type of Claim or Interest	Impairment	Entitled to Vote
Class 10(b)	Non-NAS PI Claims	Impaired	Yes
Class 11(a)	Avrio General Unsecured Claims	Unimpaired[15]	No (Presumed to Accept)
Class 11(b)	Adlon General Unsecured Claims	Unimpaired[16]	No (Presumed to Accept)
Class 11(c)	Other General Unsecured Claims	Impaired	Yes
Class 12	Intercompany Claims	Unimpaired or Impaired	No (Presumed to Accept or Deemed to Reject)
Class 13	Shareholder Claims	Impaired	No (Deemed to Reject)
Class 14	Co-Defendant Claims	Impaired	No (Deemed to Reject)
Class 15	Other Subordinated Claims	Impaired	No (Deemed to Reject)
Class 16	PPLP Interests	Impaired	No (Deemed to Reject)
Class 17	PPI Interests	Impaired	No (Deemed to Reject)
Class 18	Intercompany Interests	Unimpaired or Impaired	No (Presumed to Accept or Deemed to Reject)

[15] As discussed in the Liquidation Analysis, the Debtors believe that the Holders of Avrio General Unsecured Claims would be paid in full in a hypothetical chapter 7 liquidation. Accordingly, the Plan provides that Holders of Avrio General Unsecured Claims will be paid in full under the Plan and are unimpaired.

[16] As discussed in the Liquidation Analysis, the Debtors believe that the Holders of Adlon General Unsecured Claims would be paid in full in a hypothetical chapter 7 liquidation. Accordingly, the Plan provides that Holders of Adlon General Unsecured Claims will be paid in full under the Plan and are unimpaired.

If a controversy arises regarding whether any Claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the Holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.

For the reasons described above, a traditional recovery percentage for each impaired Class is not provided. The number of claims in and aggregate treatment provided to such Classes is summarized below. This summary does not take into account the timing of such Distributions or other important factors and does not describe procedures for making Distributions to individual claimants, which are discussed elsewhere in this Disclosure Statement.

With respect to the treatment of Other General Unsecured Claims (Class 11(c)), the Debtors estimate that, following completion of Claims litigation and related matters, the Other General Unsecured Claim Cash, which is reserved for distribution to Holders of Allowed Other General Unsecured Claims exclusively, will likely exceed the aggregate amount of Allowed Other General Unsecured Claims. This estimate is based on certain assumptions based on a variety of factors. Should these underlying assumptions prove incorrect, the actual Allowed Other General Unsecured Claims may differ from the Debtors' estimates, and such differences could be material. Because distributions to Holders of Other General Unsecured Claims are linked to the value of Allowed Other General Unsecured Claims, any material increase in the amount of Allowed Other General Unsecured Claims in excess of the Other General Unsecured Claim Cash would materially reduce the recovery to Holders of Other General Unsecured Claims under the Plan.

This summary is qualified in its entirety by the more detailed description provided in the "Summary of the Plan" in Article IV, which sets forth in detail the treatment for certain Classes and the procedures by which the aggregate value provided for a certain Class will be distributed on account of claims in that Class.

Class	Type of Claim or Interest	Approximate Number of Timely Filed Proofs of Claim	Aggregate Treatment
Class 3	Federal Government Unsecured Claims	6	The United States shall receive (i) the Initial Federal Government Distribution and (ii) the MDT Federal Government Claim, which collectively total $50 million in payment obligations.

Class	Type of Claim or Interest	Approximate Number of Timely Filed Proofs of Claim	Aggregate Treatment
Class 4	Non-Federal Domestic Governmental Claims	6,987	The Governmental Remediation Trust shall receive (i) the Initial Governmental Remediation Trust Distribution, (ii) the MDT Governmental Remediation Trust Interest and (iii) the right to receive 96.7% of the Governmental NewCo Distributable Cash pursuant to Section 5.4(e) of the Plan.
Class 5	Tribe Claims	397	The Tribe Trust shall receive (i) the Initial Tribe Trust Distribution, (ii) the MDT Tribe Interest and (iii) the right to receive 3.3% of the Governmental NewCo Distributable Cash pursuant to Section 5.4(e) of the Plan.
Class 6	Public School Claims	702	The Public School Trust shall receive (i) the Initial Public Schools Distribution (less any required payments to the Common Benefit Fund and/or in respect of attorneys' fees and expenses of the Public School District Claimants in accordance with Section 5.9(c) and (h) of the Plan) and (ii) the MDT Public School District claim, subject to certain conditions set forth in Section 4.6 of the Plan.
Class 7	Healthcare Provider Claims	1,247	The Healthcare Provider Trust shall receive (i) the Initial Healthcare Provider Trust Distribution and (ii) the MDT Healthcare Provider Claim, subject to certain conditions set forth in Section 4.7 of the Plan.
Class 8	Third-Party Payor Claims	471,534	The TPP Trust shall receive (i) the Initial TPP Trust Distribution and (ii) the MDT TPP Claim, subject to certain conditions set forth in Section 4.8 of the Plan.

Class	Type of Claim or Interest	Approximate Number of Timely Filed Proofs of Claim	Aggregate Treatment
Class 9	ER Physician Claims	1	The ERP Trust shall receive (i) the Initial ERP Trust Distribution and (ii) the MDT ERP Claim, subject to certain conditions set forth in Section 4.9 of the Plan.
Class 10(a)	NAS PI Claims	6,597	The PI Trust NAS Fund shall receive the NAS PI Portion. Distributions from the PI Trust NAS Fund to Holders of Allowed NAS PI Channeled Claims shall be exclusively in the form of Distributions from the PI Trust NAS Fund or a Sub-Qualified Settlement Fund to Holders of Allowed NAS PI Channeled Claims in accordance with the NAS PI TDP.
Class 10(b)	Non-NAS PI Claims	130,786	The PI Trust Non-NAS Fund shall receive the Non-NAS PI Portion. Distributions in respect of Non-NAS PI Channeled Claims shall be exclusively in the form of Distributions from the PI Trust Non-NAS Fund or a Sub-Qualified Settlement Fund to Holders of Allowed Non-NAS PI Channeled Claims in accordance with the Non-NAS PI TDP.
Class 11(c)	Other General Unsecured Claims	657	$15 million in aggregate Other General Unsecured Claim Cash.

D. The DOJ Resolution, Settlements with the Private Claimant Groups and Shareholder Contribution Are Interdependent and Vastly Superior to Potential Alternatives

The Debtors and their key stakeholders have spent more than five years, at significant expense, to reach the point of proposing a highly negotiated Plan that will make the Debtors' assets and up to $7.0 billion from the Sackler Parties available to creditors. The extraordinary benefits of the proposed Plan are further highlighted by the immensely value-destructive nature of the alternatives to the Plan, which are described below.

Absent the DOJ Resolution, the Debtors would face enormous and potentially catastrophic litigation, prosecution, and possible exclusion from healthcare programs administered by the federal government. If the United States were to prevail in a criminal prosecution of the Debtors, it is likely that any convicted party would be excluded from participating in federal healthcare programs. Additionally, the consequences of the United States prevailing could potentially include a $6.2 billion or more non-dischargeable criminal fine and/or a criminal forfeiture judgment of $3.5 billion. The DOJ also asserted a substantial claim for civil liability, which the DOJ asserted was non-dischargeable, totaling $2.8 billion or more in damages, which could be trebled to $8.4 billion, plus penalties, as well as claims for civil forfeiture. Accordingly, the DOJ's claims and the likely massive costs associated with litigation against the DOJ had the potential to wipe out all of the value of the Debtors' Estates—and still do if the conditions to the DOJ Resolution are not met. Preserving the DOJ Resolution should therefore be of paramount importance to all stakeholders.

The resolution with the Non-Federal Public Claimants embodied in the Plan is critical to preserving and realizing the full benefit of the DOJ Resolution. As explained above, if less than $1.775 billion of value is provided under the Plan in respect of claims asserted by state, tribal, or local government entities, then there is a dollar-for-dollar increase in the amount of the $2 billion Forfeiture Judgment that must be satisfied in cash rather than through the Forfeiture Judgment Credit, leaving less available for distribution to other creditors. In addition, the Forfeiture Judgment Credit is conditioned on confirmation of a plan of reorganization that provides for the emergence of a public benefit company or entity with a similar mission. Accordingly, under the terms of the Plea Agreement, any alternative structure that does not provide for emergence of a public benefit company or entity with a similar mission would reduce the amount available for distribution to other creditors by at least $1.775 billion.

Preserving the resolutions reached with the Private Claimants in the Pre-Confirmation Mediation and as supplemented by the Post-SCOTUS Decision Mediation (the "**Private-Side Resolutions**") is likewise critical. If the Debtors were to become unable to satisfy the terms of the Private-Side Resolutions, these Chapter 11 Cases would likely devolve into an unmitigated and value-destructive tempest, with the various Private Claimants vigorously disputing the claims of the Non-Federal Public Claimants, the United States, and other Private Claimants, and each of those groups compelled to respond in kind against each of the other groups. The litigation of the complex issues presented by the claims of the Non-Federal Public Claimants and each of the Private Claimants, particularly in light of the large number of parties in interest who would be expected to participate with varying goals, would be protracted and incredibly costly. There can be no assurance that the claims of the Non-Federal Public Claimants would ultimately be allowed in a particular amount or at all at the eventual conclusion of such litigation. Accordingly, if the Private-Side Resolutions are not preserved, then confirmation of the Plan would be at the very least materially delayed, and, if the outcome of the litigation with the Private Claimants were to preclude providing at least $1.775 billion in respect of claims asserted by state, tribal, or local government entities or emergence of a public benefit company or entity with a similar mission, then the Forfeiture Judgment Credit would be reduced or entirely unavailable, requiring the Debtors to satisfy the $2 billion Forfeiture Judgment in cash. That is a judgment that the Debtors could not satisfy in full, and other creditors would be at risk of receiving no recovery.

The Debtors' Plan, by contrast, facilitates a fair and equitable distribution of funds with certainty regarding the timing of payments. The up to $7.0 billion expected to be paid by the Sackler Parties under the settlement embodied in the Plan and their settlement with the DOJ ensures that there will be sufficient funds to meet the terms of the various public and private settlements. As explained above, the DOJ Resolution will require the Debtors to make $2.0 billion in distributions in respect of the Forfeiture Judgment in one form or another (given that the total amount of the Forfeiture Judgment must be either paid to the DOJ Asset Forfeiture Fund or conferred on the Non-Federal Claimants in a manner that allows the Debtors to realize the Forfeiture Judgment Credit) before any payments can be made to holders of unsecured claims, while the Private-Side Resolutions will require the Debtors to make a total of up to $1.48 billion in distributions. There would be substantial execution risk associated with any structure intended to allow the Debtors to satisfy the Private-Side Resolutions, the DOJ Resolution and the resolution with the Non-Federal Public Claimants without the funding provided under the settlement with the Sackler Parties. Accordingly, the contribution required under such settlement ensures that these Chapter 11 Cases will not collapse into the quagmire of expensive litigation and years of delay that would result if the Debtors cannot meet the terms of the Private-Side Resolutions, the DOJ Resolution, or the resolution with the Non-Federal Public Claimants, which are all embodied in the Plan.

The Debtors carefully considered emergence alternatives to raise funds, including asset sales or a sale of the entire company. While a limited portion of the Debtors' assets could potentially be marketed if necessary and value-maximizing,[17] the Debtors, with the assistance of their advisors, including PJT Partners LP ("**PJT**"), determined that a sale of the Debtors' business on the terms available would not be value maximizing or otherwise optimal at this time.

As described in more detail in Article III.M. below, the Debtors were approached by a number of potential purchasers that expressed an interest in acquiring some or all of the Debtors' business, but despite diligent and extensive engagement, the Debtors never received any actionable proposals. Moreover, the Debtors, with the assistance of PJT, assessed the prospects for selling the Debtors' business and concluded that multiple factors weighed against pursuing a sale during the Chapter 11 Cases, including, without limitation, the fact that: (i) the revenue streams associated with the Debtors' opioid businesses were likely to be heavily discounted by potential purchasers, (ii) the Debtors' pipeline of investments has not yet reached the stage at which they would traditionally be marketed by a typical pharmaceutical company and therefore are unlikely to be adequately valued by a purchaser, (iii) any sale contemplated by such proposals would have resulted in the unavailability of the $1.775 billion Forfeiture Judgment Credit and required PPLP to satisfy the entire Forfeiture Judgment in cash, and (iv) the proposals did not maximize the value of the Debtors' Estates for the benefit of creditors and other stakeholders. Transferring the Debtors' business to NewCo is therefore both value maximizing with respect to the business itself and with respect to best realizing the Forfeiture Judgment Credit by making the residual value of the business available to the Non-Federal Public Claimants to fund certain programs. Additionally, the capabilities of NewCo in advancing and executing on its Public Health Initiatives will generate significant additional value for creditors.

[17] During the Chapter 11 Cases the Debtors sold several assets for value as outlined in Article III.L. and Article II.B.1.

Accordingly, each of the major compromises embodied in the Plan is necessary for a successful resolution of these Chapter 11 Cases, while a failure of the Plan is likely to result in a scenario that is, or is not materially better than, the outcome described in the Liquidation Analysis, involving years of delay, billions of dollars less in available value for creditors. The Debtors, like the Supporting Claimants, therefore strongly urge all eligible holders of impaired Claims to vote to accept the Plan.

E. Channeling Injunction[18]

In order to supplement the injunctive effect of the Plan Injunction, the Estate Releases and the Shareholder Releases set forth in Sections 10.5, 10.6 and 10.7 of the Plan, the Plan provides for the Channeling Injunction to take effect as of the Effective Date to permanently channel all Channeled Claims against any Protected Party to the Creditor Trusts, which will forever stay, restrain, and enjoin all Persons that have held or asserted, that hold or assert or that may in the future hold or assert, any Channeled Claims from taking any action to directly or indirectly collect, recover, or receive payment, satisfaction, or recovery from any Protected Party with respect to any Channeled Claim. All Channeled Claims will be released and the Channeling Injunction will bar recovery or any action against any Protected Party for or in respect of all Channeled Claims. In other words, all Channeled Claims may be asserted only and exclusively against the Creditor Trusts and only to the extent of the right to treatment therefrom afforded under the Plan and the applicable Creditor Trust Documents.

Accordingly, the Channeling Injunction provides for a resolution process administered pursuant to the Plan in an attempt to provide final, fair, and efficient resolution of Channeled Claims against the Debtors and Released Claims. The Channeling Injunction would eliminate the need for prolonged and extremely expensive court involvement. The Plan provides for payment to holders of PI Claims that qualify for payment pursuant to the PI Trust Documents and for treatment of Non-Federal Domestic Governmental Claims, Tribe Claims, Public School Claims, Healthcare Provider Claims, Third-Party Payor Claims, and ER Physician Claims by means of Distributions made by the respective Creditor Trusts in accordance with the applicable Creditor Trust Documents.

"**Channeled Claims**" means, collectively, all Non-Federal Domestic Governmental Channeled Claims, Tribe Channeled Claims, Public School Channeled Claims, Healthcare Provider Channeled Claims, Third-Party Payor Channeled Claims, ER Physician Channeled Claims, and PI Channeled Claims.

"**Protected Parties**" means, collectively, (i) the Debtors, (ii) each of the Debtors' Related Parties, (iii) NewCo, (iv) the Foundation, (v) the Plan Administration Trust, (vi) the Master Disbursement Trust, except, solely to the extent provided in the Master TDP and the Governmental Remediation Trust Documents, with respect to the Channeled Claims channeled to the Master Disbursement Trust, (vii) each Creditor Trust, except, solely to the extent provided in the applicable Creditor Trust TDP, with respect to the Channeled Claims channeled to such Creditor

[18] For the avoidance of doubt, only Opt-In Settling Creditors shall have their direct claims channeled to the applicable Creditor Trusts pursuant to the Plan.

Trust and (viii) the Shareholder Released Parties, subject to Section 10.8(c) of the Plan with respect to the Shareholder Release Snapback Parties.

F. Releases

As noted in the Executive Summary, a key element of the Plan is the settlement with the Sackler Parties, pursuant to which members of the Sackler Parties and Sackler Entities will pay up to $7.0 billion in cash to the Master Disbursement Trust over fifteen years in exchange for a release of potential claims of the Debtors' Estates and of third parties against the Sackler Parties, the Sackler Entities and certain other persons.

The release and injunction provisions in the Plan are described in detail in this section. The Special Committee's careful consideration of the Debtors' and third parties' potential claims against the Sackler Entities and the Special Committee's evaluation of such settlement, including agreeing to provide for such releases and injunctions in the Plan, are described in detail in Article III.Y.

All releases provided for in the Plan specifically exclude from the scope thereof any criminal action or criminal proceeding arising under a criminal provision of any statute instituted (i) by a Domestic Governmental Entity that has authority to bring such a criminal action or criminal proceeding, and (ii) to adjudicate a person's guilt or to set a convicted person's punishment. In addition, Section 10.20 of the Plan provides that the discharge, release, and injunction provisions contained in the Plan and Confirmation Order are not intended and shall not be construed to bar the United States from, subsequent to the Confirmation Order, pursuing any police or regulatory action, or any criminal action.

The releases include releases that are deemed to be granted by certain Persons, described herein, that consent to grant such releases.

The definitions of certain important terms that are used in the descriptions of the release are set forth below. The definitions of all defined terms used in the Plan (and which apply with respect to this Disclosure Statement as well) are set forth in Section 1.1 of the Plan, a copy of which is attached as **Appendix A** hereto, in alphabetical order.

"**Releasing Parties**" means, collectively, (i) the Supporting Claimants, solely in their respective capacities as such, (ii) the Opt-In Settling Creditors, (iii) the Settling Co-Defendants and (iv) with respect to each of the Persons in the foregoing clauses (i) through (iii), each of their Related Parties, to the extent the applicable Releasing Party has the authority under applicable law to grant such release on their behalf, in each case, other than any Shareholder Released Party.

"**Released Parties**" means, collectively, (i) the Debtors, (ii) each of the Debtors' Related Parties, solely in their respective capacities as such, and (iii) solely for purposes of the releases by the Debtors in Section 10.6(a) of the Plan, (A) the Supporting Claimants, the Creditors' Committee and the Creditors' Committee's members and each of their respective professionals, in each case solely in their respective capacities as such and (B) the Settling Co-Defendants and each of their Related Parties, in each case solely in their respective capacities as such; *provided*, *however*, that, notwithstanding the foregoing or anything in the Plan to the contrary, no Excluded Party or Shareholder Release Snapback Party shall be a Released Party in any capacity or respect. For

purposes of this definition of "Released Parties," the phrase "solely in their respective capacities as such" means, with respect to a Person, solely to the extent a claim against such Person (x) arises from such Person's conduct or actions taken in such capacity, or from such Person's identified capacity in relation to another specified Released Party and not, in either case, from such Person's conduct or actions independent of such capacity, and (y) to the extent such Person's liability depends on or derives from the liability of such other Released Party, such claim would be released if asserted against such other Released Party.

"**Shareholder Released Parties**" means, collectively, (i) the Shareholder Payment Parties; (ii) the Designated Shareholder Released Parties and the Persons identified on Exhibit X to the Master Shareholder Settlement Agreement; (iii) all Persons directly or indirectly owning an equity interest in any Debtor on the date on which such Debtor commenced its Chapter 11 Case; (iv) Sackler Family Members; (v) all trusts for the benefit of any of the Persons identified in the foregoing clause (iv) and the past, present and future trustees (including, without limitation, officers, directors and employees of any such trustees that are corporate or limited liability company trustees and members and managers of trustees that are limited liability company trustees), protectors and beneficiaries thereof, solely in their respective capacities as such; (vi) all Persons (other than the Debtors) to which property or funds of the Persons identified in any of the foregoing clauses (i) through (v) have been or are directly or indirectly transferred (including for charitable or philanthropic purposes), solely in such Persons' capacities as transferees and solely to the extent of any property or funds transferred to them; and (vii) with respect to each Person in the foregoing clauses (i) through (v), such Person's (A) predecessors, successors, permitted assigns, subsidiaries (other than the Debtors), controlled affiliates, spouses, heirs, executors, estates and nominees, in each case solely in their respective capacities as such, (B) current and former officers and directors, principals, members and employees, in each case, solely in their respective capacities as such, (C) financial advisors, attorneys (including, without limitation, attorneys retained by any director, in his or her capacity as such), accountants, investment bankers (including, without limitation, investment bankers retained by any director, in his or her capacity as such), consultants, experts and other professionals, in each case, solely in their respective capacities as such, and (D) property possessed or owned at any time or the proceeds therefrom; *provided* that notwithstanding anything in the Plan to the contrary, the Debtors and the Excluded Parties identified on the Schedule of Excluded Parties shall not be Shareholder Released Parties. For purposes of this definition of "Shareholder Released Parties," the phrase "solely in their respective capacities as such" means, with respect to a Person, solely to the extent a claim against such Person (x) arises from such Person's conduct or actions taken in such capacity, or from such Person's identified capacity in relation to another specified Shareholder Released Party and not, in either case, from such Person's conduct or actions independent of such capacity, and (y) to the extent such Person's liability depends on or derives from the liability of such other Shareholder Released Party, such claim would be released if asserted against such other Shareholder Released Party. For the avoidance of doubt, any Person that fits within multiple categories above shall be a Shareholder Released Party in all such categories and failure to include any Person that fits within any category above on Exhibit X to the Master Shareholder Settlement Agreement shall not mean that such Person is not a Shareholder Released Party.

"**Related Parties**" means, with respect to a Person, (i) such Person's predecessors, successors, assigns, Subsidiaries, affiliates, managed accounts or funds, past, present and future officers, board members, directors, principals, agents, servants, independent contractors, co-

promoters, third-party sales representatives, medical liaisons, members, partners (general or limited), managers, employees, subcontractors, agents, advisory board members, financial advisors, attorneys and legal representatives, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals and advisors, trusts (including trusts established for the benefit of such Person), trustees, protectors, beneficiaries, direct or indirect owners and/or equityholders, parents, transferees, heirs, executors, estates, nominees, administrators, and legatees, in each case in their respective capacities as such; (ii) the Related Parties of each of the foregoing, in each case in their respective capacities as such; and (iii) solely with respect to the Settling Co-Defendants, any insurer of any Settling Co-Defendant solely in its capacity as such (and specifically excluding certain insurers of the Debtors that have issued, are responsible for, or have liability on account of insurance rights arising out of or in connection with Opioid-Related Activities, solely in such insurers capacities as such). For the avoidance of doubt, the citizens and residents of a State shall not be deemed to be Related Parties of such State solely as a result of being citizens or residents of such State; provided, however, that notwithstanding the foregoing, in no event shall an Excluded Party be a Related Party.

"**Excluded Claim**" means (i) any criminal action or criminal proceeding arising under a criminal provision of any statute instituted (A) by a Domestic Governmental Entity that has authority to bring such a criminal action or criminal proceeding, and (B) to adjudicate a person's guilt or to set a convicted person's punishment; (ii) any Cause of Action against a non-Debtor Person by any federal, state or local authority with respect to taxes (other than tax laws targeting Covered Conduct) imposed on such non-Debtor Person; (iii) any Estate Cause of Action or any Cause of Action held by a Releasing Party against an Excluded Party; (iv) any Cause of Action against any Person to the extent based on the actual conduct of such Person after the Effective Date; (v) any Cause of Action against persons or entities who are not Released Parties or Shareholder Released Parties; or (vi) any claim arising under the Plan for enforcement of the Plan.

To clarify, unless a Person qualifies as a Related Party of the Debtors under clause (i) of the definition of "Related Parties," such Person is generally released only for claims that both arise from actions or omissions that such Person took in its capacity as a Related Party and that are released against the Person through which the Related Party qualifies as related.

1. Releases by Debtors

The releases granted by the Debtors and their Estates to the Released Parties is a key component of the Plan. Such releases are provided for in Section 10.6(a) of the Plan.

Specifically, the Plan provides that, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by the Debtors and their Estates from any and all Causes of Action, including any derivative claims asserted or assertible by or on behalf of any Debtor or any of their Estates and including any claims that any Debtor or any of their Estates, or that any other Person or party claiming under or through any Debtor or any of their Estates, would have presently or in the future

been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Debtor or any of their Estates or any other Person, 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, based on or relating to, or in any manner arising from, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date (including the Debtors' Opioid-Related Activities, manufacture, marketing and sale of Products, interaction with regulators concerning Opioid-Related Activities or Products, and involvement in the subject matter of the Pending Opioid Actions, and the past, present or future use or misuse of any opioid by a Releasing Party), (ii) the Estates or (iii) the Chapter 11 Cases. The Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Creditor Trusts, NewCo, the Foundation and any other newly-formed Persons that shall be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the Releases set forth in Section 10.6(a) of the Plan.

Notwithstanding anything in the Plan to the contrary, (x) nothing in the Plan shall release any Excluded Claim and (y) nothing in Section 10.6(a) of the Plan shall (A) release any contractual Estate Cause of Action or any Estate Cause of Action that is commercial in nature and, in each case, unrelated to either the Chapter 11 Cases or the subject matter of the Pending Opioid Actions; *provided* that, with respect to the Settling Co-Defendants, only Estate Surviving Pre-Effective Date Claims shall be retained and not released, (B) release any Estate Cause of Action against a Holder of a Claim against a Debtor, to the extent such Estate Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, *provided, however*, that the foregoing shall not apply to any Holder of a Co-Defendant Claim solely with respect to such Co-Defendant Claim, (C) be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements, or (D) release any Claim or right to disgorge, recoup or recover compensation under the orders authorizing the Key Employee Plans or the orders with respect to the *Motion of Debtors for Entry of an Order Authorizing (I) Debtors to (A) Pay Pre-Petition Wages, Salaries, Employee Benefits and Other Compensation and (B) Maintain Employee Benefits Programs and Pay Related Administrative Obligations, (II) Employees and Retirees to Proceed with Outstanding Workers' Compensation Claims and (III) Financial Institutions to Honor and Process Related Checks and Transfers* [D.I. 6].

2. Releases by Releasing Parties[19]

In addition to ordinary and customary Debtor releases and exculpations, the Plan provides for certain releases to be deemed granted by the Releasing Parties, including Holders of Claims against or Interests in the Debtors, in favor of the Released Parties. Such release is provided for in Section 10.6(b) of the Plan.[20]

[19] For the avoidance of doubt, only Holders of Claims that are Opt-in Settling Creditors may be Releasing Parties.

[20] The NAS Committee has requested that the Disclosure Statement specifically state that such releases in favor of the Debtors include, among other things, a release of any causes of action that allege that the Debtors were aware that

Specifically, the Plan provides that, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by the Releasing Parties from any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that any Releasing Party, or that any other Person or party claiming under or through any Releasing Party, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Releasing Party or any other Person, 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.

Without limiting the foregoing: (A) the foregoing releases include any Cause of Action of a Releasing Party that has been or may be asserted against any Released Party, by such Releasing Party (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) (x) 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 (y) 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; and (B) the parties intend that these releases (including the term "Released Claims") be broad and interpreted so as to give the Released Parties the broadest possible release of any liability relating in any way to the Released Claims.

For the avoidance of doubt and notwithstanding anything to the contrary in the Plan or the Confirmation Order, the releases set forth in Section 10.6(b) of the Plan, and all references to "Releasing Parties" as used in the Plan, shall not apply to (i) Holders of Claims who do not opt-in to the releases through their applicable ballots, (ii) Holders of Claims whose releases will be governed solely and exclusively by a Direct Claims Shareholder Settlement Agreement and (iii) Holders of Non-Federal Domestic Governmental Claims, whose releases shall be governed solely and exclusively by the Governmental Entity Shareholder Direct Settlement Agreement.[21]

(i) Oxycodone Hydrochloride must not be used during pregnancy and (ii) fetal exposure to opioids is an injury without a known cure.

[21] The Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, remain subject to ongoing negotiations. The releases in the Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, may differ from those provided for in Section 10.6(b) of the Plan. The rights of all parties to the Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, are fully reserved.

For the avoidance of doubt and notwithstanding anything to the contrary in the Plan, none of the releases, injunctions, or other terms contained in the Plan or the Confirmation Order shall expand, limit, alter, or otherwise affect any releases, waivers, or disclaimers of liability or other terms contained in any of the Direct Claims Shareholder Settlement Agreements.

To the extent that, on or after the Effective Date, any Releasing Party negotiates and enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasing Party will include (or in the case of a Non-Party Settlement that is part of a Chapter 11 Plan, will take reasonable best efforts to cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind against the Released Parties substantially equivalent to that required from the Shareholder Released Parties in Section 10.7(b)(ii)(A) of the Plan, or a release from such Non-Released Party in favor of the Released Parties (in a form equivalent to Section 10.6(b) of the Plan) of any Claim-Over. Each Releasing Party acknowledges and agrees that it shall take reasonable steps to enforce such agreement related to indemnification and contribution, and any other agreement related to indemnification and contribution from a prior opioid settlement, in each case as applicable, for the benefit of the and the Released Parties.

Notwithstanding anything in the Plan to the contrary, (x) nothing in the Plan shall release any Excluded Claim; (y) Co-Defendants (including, for the avoidance of doubt, Settling Co-Defendants) shall not be Released Parties for purposes of Section 10.6(b) of the Plan; and (z) nothing in Section 10.6(b) of the Plan shall (A) release any Non-Opioid Excluded Claims, (B) release any Estate Cause of Action against a Holder of a Claim against a Debtor, to the extent such Estate Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, *provided*, *however*, that the foregoing shall not apply to any Holder of a Co-Defendant Claim solely with respect to such Co-Defendant Claim, or (C) be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements.

Notwithstanding anything in the Plan to the contrary, but subject to the MDT Insurer Injunction and the Settling MDT Insurer Injunction, the Debtors shall not be released from liability for any Claim (other than any Co-Defendant Claim) that is or may be covered by any Purdue Insurance Policy; *provided* that recovery for any such Claim, including by way of settlement or judgment, shall be limited to the available proceeds of such Purdue Insurance Policy (and any extra-contractual liability of the Insurance Companies with respect to the Purdue Insurance Policies), and no Person or party shall execute, garnish or otherwise attempt to collect any such recovery from any assets other than the available proceeds of the Purdue Insurance Policies. The Debtors shall be released automatically from a Claim described in this paragraph upon the earlier of (x) the abandonment of such Claim and (y) such a release being given as part of a settlement or resolution of such Claim, and shall be released automatically from all Claims described in this paragraph upon the exhaustion of the available proceeds of the Purdue Insurance Policies (notwithstanding the nonoccurrence of either event described in the foregoing clauses (x) and (y)).

3. Releases by Debtors of Holders of Claims

The Plan also provides for releases granted by the Debtors and their Estates in favor of certain Holders of Claims. Such release is provided for in Section 10.6(c) of the Plan.

Specifically, the Plan provides that, as of the Effective Date, all Holders of Channeled Claims (excluding, in all respects, any Excluded Party, Shareholder Release Snapback Party or MDT Insurer) are hereby released by the Debtors and their Estates from any and all Causes of Action for any Claim in connection with, or arising out of, (i) the administration of the Chapter 11 Cases; the negotiation and pursuit of the Restructuring Transactions, the Plan, the Master Disbursement Trust, the Creditor Trusts (including the trust distribution procedures and the other Creditor Trust Documents) and the solicitation of votes with respect to, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the administration of the Plan and the property to be distributed under the Plan; and the wind-up and dissolution of the Liquidating Debtors and the transactions in furtherance of any of the foregoing or (ii) such Holder's participation in the Pending Opioid Actions. The Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Creditor Trusts, NewCo, the Foundation and any other newly-formed Persons that shall be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the Releases set forth in Section 10.6(c) of the Plan.

As of the Effective Date, all Holders of PI Channeled Claims (excluding, in all respects, any Excluded Party, Shareholder Release Snapback Party or MDT Insurer) are hereby released by the Debtors and their Estates from any and all Causes of Action for any Claim in connection with, or arising out of, (i) the Debtors, as such Entities existed prior to or after the Petition Date (including the Debtors' Opioid-Related Activities, manufacture, marketing and sale of Products, interaction with regulators concerning Opioid-Related Activities or Products, and involvement in the subject matter of the Pending Opioid Actions, and the past, present or future use or misuse of any opioid by a Releasing Party), (ii) the Estates or (iii) the Chapter 11 Cases, including, in each case, without limitation, any act, conduct, omission, event, transaction, occurrence, injury, damage, or continuing condition in any way relating to the foregoing.

Notwithstanding anything in the Plan to the contrary, (x) nothing in the Plan shall release any Excluded Claim and (y) nothing in Section 10.6(c) of the Plan shall (A) release any contractual Estate Cause of Action or any Estate Cause of Action that is commercial in nature and, in each case, unrelated to either the Chapter 11 Cases or the subject matter of the Pending Opioid Actions, *provided* that, with respect to the Settling Co-Defendants, only Estate Surviving Pre-Effective Date Claims shall be retained and not released, (B) release any Estate Cause of Action against a Holder of a Claim against a Debtor, to the extent such Estate Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, *provided, however*, that the foregoing shall not apply to any Holder of a Co-Defendant Claim solely with respect to such Co-Defendant Claim, (C) release any claim or right arising in the ordinary course of the Debtors' or NewCo's business, including, without limitation, any such claim with respect to taxes or (D) be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements.

4. Shareholder Releases: Releases by Debtors

The Plan also provides for releases granted by the Debtors and their Estates in favor of the Shareholder Released Parties. Such release is provided for in Section 10.7(a) of the Plan.

(i) Specifically, the Plan provides that, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Shareholder Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released, subject to clause (z) of the last paragraph of Section 10.7(a) of the Plan, by the Debtors and their Estates from any and all Causes of Action, including any Estate Causes of Action asserted or assertible by or on behalf of any Debtor or any of their Estates and including any claims that any Debtor or any of their Estates, or that any other Person or party claiming under or through any Debtor or any of their Estates, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Debtor or any of their Estates or any other Person, 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, based on or relating to, or in any manner arising from, in whole or in part, (1) the Debtors, as such Entities existed prior to or after the Petition Date (including the Debtors' Opioid-Related Activities, manufacture, marketing and sale of Products, interaction with regulators concerning Opioid-Related Activities or Products, and involvement in the subject matter of the Pending Opioid Actions, and the past, present or future use or misuse of any opioid by a Releasing Party), (2) the Estates or (3) the Chapter 11 Cases. The Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Creditor Trusts, NewCo, the Foundation and any other newly-formed Persons that shall be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the Shareholder Releases set forth in Section 10.7(a) of the Plan.

(ii) To the extent that, on or after the Effective Date, any Debtor Party negotiates and enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Debtor Party will include (or in the case of a Non-Party Settlement that is part of a Chapter 11 Plan, will take reasonable best efforts to cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind against the Shareholder Released Parties substantially equivalent to that required from the Shareholder Released Parties in Section 10.7(b)(ii)(A) of the Plan, or a release from such Non-Released Party in favor of the Shareholder Released Parties (in a form equivalent to Section 10.7(b)) of the Plan of any Claim-

Over. Each Debtor Party acknowledges and agrees that it shall take reasonable steps to enforce such agreement related to indemnification and contribution, and any other agreement related to indemnification and contribution from a prior opioid settlement, in each case as applicable, for the benefit of the Shareholder Released Parties.

(iii) In the event that (x) any Debtor Party, after the Effective Date, either (i) obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Party that does not contain a prohibition like that described in Section 10.7(a)(ii) of the Plan; (ii) files a Non-Party Covered Conduct Claim against a Non-Released Party in bankruptcy and such Debtor Party does not use reasonable best efforts to obtain a prohibition/release like that described in Section 10.7(a)(ii) of the Plan; or (iii) enters into a Non-Party Settlement without a prohibition/release like that described in Section 10.7(a)(ii), and (y) such Non-Released Party asserts a Claim-Over against a Shareholder Released Party, the Shareholder Released Party shall be relieved of the prohibition in Section 10.7(b)(ii)(B) of the Plan with respect to that Non-Released Party and that Debtor Party and the Sackler Parties' Representative shall take the following actions to ensure that the Shareholder Released Parties do not pay more with respect to Covered Conduct than the amounts owed under the Plan and the Master Shareholder Settlement Agreement by Shareholder Payment Groups:

(1) The Sackler Parties' Representative shall notify that Debtor Party of the Claim-Over within sixty (60) calendar days of when it becomes aware of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date, whichever is later;

(2) The Sackler Parties' Representative and that Debtor Party shall meet and confer concerning the means to hold Shareholder Released Parties harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by the Shareholder Payment Groups under Plan and the Master Shareholder Settlement Agreement;

(3) That Debtor Party and the Sackler Parties' Representative shall take steps sufficient and permissible under the law of the state of the Debtor Party to hold Shareholder Released Parties harmless from the Claim-Over and ensure Shareholder Released Parties are not required to pay more with respect to Covered Conduct than the amounts owed by the Shareholder Payment Groups under Plan and the Master Shareholder Settlement Agreement. Such steps may include, where permissible:

(A) Filing of motions to dismiss or such other appropriate motion by the Sackler Parties' Representative or Shareholder Released Parties and supported by that

Releasing Party, in response to any claim filed in litigation or arbitration;

(B) Reduction of that Debtor Party's Claim and any judgment it has obtained or may obtain against such Non-Released Party by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Debtor Party has obtained, may obtain, or has authority to control from such Non-Released Party;

(C) Placement into escrow of funds paid by the Non-Released Parties such that those funds are available to satisfy the Claim-Over;

(D) Payment of monies to Shareholder Released Parties by that Debtor Party to ensure they are held harmless from such Claim-Over, up to the amount that Releasing Party has obtained, may obtain, or has authority to control from such Non-Released Party;

(E) Credits to Shareholder Payment Groups under the Plan and the Master Shareholder Settlement Agreement to reduce the overall amounts to be paid under Plan and the Master Shareholder Settlement Agreement such that they are held harmless from the Claim-Over; and

(F) Such other actions as that Debtor Party and Shareholder Payment Parties, the Sackler Parties' Representative may devise to hold Shareholder Released Parties harmless from the Claim-Over.

(iv) To the extent the preconditions for Section 10.7(b)(ii)(C) of the Plan to apply are satisfied, the actions taken pursuant to paragraph (III) must, in combination, ensure that Shareholder Payment Groups are not required to pay more with respect to Covered Conduct than the amounts owed by them to such Debtor Party under the Plan and the Master Shareholder Settlement Agreement.

(v) Each Debtor and each Estate will not transfer any Cause of Action and no Person shall prosecute any such Cause of Action on any Debtor's or Estate's behalf, in each case unless such transferee or Person has agreed to comply with Sections 10.7(a)(ii) and (iii) of the Plan.

(vi) Notwithstanding anything in the Plan to the contrary, (x) nothing in the Plan shall release any Excluded Claim; (y) nothing in Section 10.7(a) of the Plan shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions,

including the Shareholder Settlement Agreements and the Separation Agreements; and (z) upon the filing of a Notice of Shareholder Release Snapback, (A) the Shareholder Releases set forth in Section 10.7(a) of the Plan shall be entirely null and void, revoked and invalidated, as of the Effective Date, with respect to all members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties, (B) the *status quo ante* shall be restored in all respects for the Debtors and the Master Disbursement Trust with respect to the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties, and (C) the Master Disbursement Trust shall be deemed to have received and accepted all of the rights with respect to any member of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties, in each case, that the Debtors and their Estates had prior to the Effective Date and that the Master Disbursement Trust would have pursuant to the transfer of the MDT Shareholder Rights to the Master Disbursement Trust if the Shareholder Releases of Section 10.7(a) of the Plan had never been granted, which rights the Debtors and their Estates shall be deemed to have irrevocably transferred, granted and assigned to the Master Disbursement Trust; *provided* that, for the avoidance of doubt, notwithstanding the nullification, voiding, revocation and invalidation pursuant to the foregoing clause (A), the Shareholder Releases shall continue in effect for, and shall be fully enforceable by and for the benefit of, all other Shareholder Released Parties other than the Breaching Shareholder Family Group and the Designated Shareholder Released Parties.

5. Shareholder Releases: Releases by Releasing Parties[22]

The Plan also provides for certain releases to be deemed granted by the Releasing Parties and all other Persons, including Holders of Claims against or Interests in the Debtors, in favor of the Shareholder Released Parties. Such release is provided for in Section 10.7(b) of the Plan.

(i) Specifically, the Plan provides that, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Shareholder Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released, subject to clause (y) of the last paragraph of Section 10.7(b) of the Plan, by the Releasing Parties from any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that any Releasing Party, or that any other Person or party claiming under or through any Releasing Party, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Releasing Party or any other Person, 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,

[22] For the avoidance of doubt, only Holders of Claims that are Opt-in Settling Creditors may be Releasing Parties.

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.

Without limiting the foregoing: (A) the foregoing releases include any Cause of Action of a Releasing Party that has been or may be asserted against any Shareholder Released Party, by such Releasing Party (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) (x) 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 (y) 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; and (B) the parties intend that these releases (including the term "Shareholder Released Claims") be broad and interpreted so as to give the Shareholder Released Parties the broadest possible release of any liability relating in any way to the Shareholder Released Claims.

For the avoidance of doubt and notwithstanding anything to the contrary in the Plan or the Confirmation Order, the releases set forth in Section 10.6(b) of the Plan, and all references to "Releasing Parties" as used in the Plan, shall not apply to (i) Holders of Claims who do not opt-in to the releases through their applicable ballots, (ii) Holders of Claims whose releases will be governed solely and exclusively by a Direct Claims Shareholder Settlement Agreement and (iii) Holders of Non-Federal Domestic Governmental Claims, whose releases shall be governed solely and exclusively by the Governmental Entity Shareholder Direct Settlement Agreement.[23] For the avoidance of doubt and notwithstanding anything to the contrary in the Plan, none of the releases, injunctions, or other terms contained in the Plan or the Confirmation Order shall expand, limit, alter, or otherwise affect any releases, waivers, or disclaimers of liability or other terms contained in any of the Direct Claims Shareholder Settlement Agreements.

(ii) (A) No Shareholder Released Party shall seek to recover for amounts paid under Master Shareholder Settlement Agreement and the Plan based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, health care practitioner; *provided* that a Shareholder Released Party shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it.

[23] The Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, remain subject to ongoing negotiations. The releases in the Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, may differ from those provided for in Section 10.7 of the Plan. The rights of all parties to the Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, are fully reserved.

(B) To the extent that, on or after the Effective Date, any Releasing Party negotiates and enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasing Party will include (or in the case of a Non-Party Settlement that is part of a Chapter 11 plan, will take reasonable best efforts to cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind against the Shareholder Released Parties substantially equivalent to that required from the Shareholder Released Parties in Section 10.7(b)(ii)(A) of the Plan, or a release from such Non-Released Party in favor of the Shareholder Released Parties (in a form equivalent to Section 10.7(b) of the Plan) of any Claim-Over. Each Releasing Party acknowledges and agrees that it shall take reasonable steps to enforce such agreement related to indemnification and contribution, and any other agreement related to indemnification and contribution from a prior opioid settlement, in each case as applicable, for the benefit of the Shareholder Released Parties.

(C) In the event that (x) any Releasing Party, after the Effective Date, either (i) obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Party that does not contain a prohibition like that described in Section 10.7(b)(ii)(B) of the Plan; (ii) files a Non-Party Covered Conduct Claim against a Non-Released Party in bankruptcy and such Releasing Party does not use reasonable best efforts to obtain a prohibition/release like that described in Section 10.7(b)(ii)(B) of the Plan; or (iii) enters into a Non-Party Settlement without a prohibition/release like that described in Section 10.7(b)(ii)(B) of the Plan, and (y) such Non-Released Party asserts a Claim-Over against a Shareholder Released Party, the Shareholder Released Party shall be relieved of the prohibition in Section 10.7(b)(ii)(B) of the Plan with respect to that Non-Released Party and that Releasing Party and the Sackler Parties' Representative shall take the following actions to ensure that the Shareholder Released Parties do not pay more with respect to Covered Conduct than the amounts owed under the Plan and the Master Shareholder Settlement Agreement by Shareholder Payment Groups:

(I) The Sackler Parties' Representative shall notify that Releasing Party of the Claim-Over within sixty (60) calendar days of when it becomes aware of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date, whichever is later;

(II) The Sackler Parties' Representative and that Releasing Party shall meet and confer concerning the means to hold Shareholder Released Parties harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by the Shareholder Payment Groups under Plan and the Master Shareholder Settlement Agreement;

(III) That Releasing Party and the Sackler Parties' Representative shall take steps sufficient and permissible under the law of the state of the Releasing Party to hold Shareholder Released Parties harmless from the Claim-Over and ensure Shareholder Released Parties are not required to pay more with respect to Covered Conduct than the amounts owed by the Shareholder Payment Groups under Plan and the Master Shareholder Settlement Agreement. Such steps may include, where permissible:

(1) Filing of motions to dismiss or such other appropriate motion by the Sackler Parties' Representative or Shareholder Released Parties and supported by that Releasing Party, in response to any claim filed in litigation or arbitration;

(2) Reduction of that Releasing Party's Claim and any judgment it has obtained or may obtain against such Non-Released Party by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasing Party has obtained, may obtain, or has authority to control from such Non-Released Party;

(3) Placement into escrow of funds paid by the Non-Released Parties such that those funds are available to satisfy the Claim-Over;

(4) Payment of monies to Shareholder Released Parties by that Releasing Party to ensure they are held harmless from such Claim-Over, up to the amount that Releasing Party has obtained, may obtain, or has authority to control from such Non-Released Party;

(5) Credits to Shareholder Payment Groups under the Plan and the Master Shareholder Settlement Agreement to reduce the overall amounts to be paid under Plan and the Master Shareholder Settlement Agreement such that they are held harmless from the Claim-Over; and

(6) Such other actions as that Releasing Party and Shareholder Payment Parties, the Sackler Parties' Representative may devise to hold Shareholder Released Parties harmless from the Claim-Over.

(IV) To the extent the preconditions for section 10.7(b)(ii)(C) of the Plan to apply are satisfied, the actions taken pursuant to paragraph (III) must, in combination, ensure that Shareholder Payment Groups are not required to pay more with respect to Covered Conduct than the amounts owed by them to such Releasing Party under the Plan and the Master Shareholder Settlement Agreement.

(D) To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section 10.7(b)(ii)(C) of the Plan shall extend solely to a Non-Party Covered Conduct Claim against a clinic, hospital or other purchaser, distributor or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. The Sackler Parties' Representative shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non- Released Party asserts a Claim-Over arising out of contractual indemnity against it.

(iii) Notwithstanding anything in the Plan to the contrary, (x) nothing in Section 10.7(b) of the Plan shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements and (y) upon the filing of a Notice of Shareholder Release Snapback, (A) the Shareholder Releases set forth in Section 10.7(b) of the Plan shall be entirely null and void, revoked and invalidated, as of the Effective Date, with respect to all members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties and (B) the status quo ante shall be restored in all respects for the Releasing Parties with respect to the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties; provided that, for the avoidance of doubt, notwithstanding the nullification, voiding, revocation and invalidation pursuant to the foregoing clause (A), the Shareholder Releases shall continue in effect for, and shall be fully enforceable by and for the benefit of, all other Shareholder Released Parties other than the Breaching Shareholder Family Group and the Designated Shareholder Released Parties.

6. Releases by Shareholder Released Parties

The Plan also provides for the Shareholder Releasing Parties to provide reciprocal releases in favor of the Reciprocal Releasees. Such release is provided for in Section 10.7(c) of the Plan.

Specifically, the Plan provides that, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Reciprocal Releasees shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released, subject to clause (z) of the last paragraph of Section 10.7(c) of the Plan, by the Shareholder Released Parties from any and all Causes of Action, including any derivative claims asserted or assertible by or on behalf of the Debtors or their Estates and including any claims that any Shareholder Released Party, or that any other Person or party claiming under or through any Shareholder Released Party, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Shareholder Released Party or any other Person, 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, based on or relating to, or in any manner arising from, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date (including the Debtors' Opioid-Related Activities, manufacture, marketing and sale of Products, interaction with regulators concerning Opioid-Related Activities or Products, and involvement in the subject matter of the Pending Opioid Actions, and the past, present or future use or misuse of any opioid by a Releasing Party), (ii) the Estates or (iii) the Chapter 11 Cases.

Notwithstanding anything in the Plan to the contrary, (x) nothing in the Plan shall release any Excluded Claim; (y) nothing in Section 10.7(c) of the Plan shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements, and the Separation Agreement, and including the rights of any Shareholder Released Party that is a current or former director, officer or employee of the Debtors but is not a Sackler Family Member relating to plan treatment of any Claims held by such party; and (z) upon the filing of a Notice of Shareholder Release Snapback and the commencement

or continuation of any action or proceeding against a member of a Breaching Shareholder Family Group or a Designated Shareholder Released Party by any Reciprocal Releasee, (A) the releases set forth in Section 10.7(c) of the Plan of any Reciprocal Releasee that has commenced or continued any such action shall be entirely null and void, revoked and invalidated, as of the Effective Date, with respect to the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties and (B) the status quo ante shall be restored in all respects for the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties with respect to any Reciprocal Releasee that has commenced or continued any such litigation; provided that, for the avoidance of doubt, notwithstanding the nullification, voiding, revocation and invalidation pursuant to the foregoing clause (A), the releases set forth in Section 10.7(c) of the Plan shall continue in effect for, and shall be fully enforceable by and for the benefit of, all other Reciprocal Releasees, and shall be binding on, and enforceable against, all other Shareholder Released Parties, including any members of the Breaching Shareholder Family Group with respect to any Reciprocal Releasee that has not commenced any such litigation.

G. Confirmation of the Plan

1. Requirements

The requirements for confirmation of the Plan are set forth in section 1129 of the Bankruptcy Code. The requirements for approval of the Disclosure Statement are set forth in section 1125 of the Bankruptcy Code.

2. Approval of the Plan and Confirmation Hearing

To confirm the Plan, the Bankruptcy Court must hold a hearing to determine whether the Plan meets the requirements of section 1129 of the Bankruptcy Code.

3. Treatment and Classification of Claims and Interests

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation and Distributions under the Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest is classified in a particular Class for the purpose of receiving Distributions pursuant to the Plan only to the extent such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent any portion of the Claim or Interest qualifies within the description of such other Classes; *provided* that, to the extent any Claim satisfies the definition of a Shareholder Claim, a Co-Defendant Claim or an Other Subordinated Claim, such Claim shall be classified as such, notwithstanding that such Claim may satisfy the definition of another type of Claim. A Claim or Interest is also classified in a particular Class for the purpose of receiving Distributions under the Plan only to the extent such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released or otherwise settled prior to the Effective Date. In no event shall any Holder of an Allowed Claim be entitled to receive payments under the Plan that, in the aggregate, exceed the Allowed amount of such Holder's Claim.

4. Only Impaired Classes Vote

Pursuant to the provisions of the Bankruptcy Code, only classes of claims or interests that are "impaired" (as defined in section 1124 of the Bankruptcy Code) under a plan may vote to accept or reject such plan. Generally, a claim or interest is impaired under a plan if the applicable holder's legal, equitable, or contractual rights are modified under such plan. In addition, if the holders of claims or interests in an impaired class do not receive or retain any property under a plan on account of such claims or interests, such impaired class is deemed to have rejected such plan under section 1126(g) of the Bankruptcy Code and, therefore, such holders are not entitled to vote on such plan.

Under the Plan, holders of Claims in Classes 3, 4, 5, 6, 7, 8, 9, 10(a), 10(b) and 11(c) are impaired and are entitled to vote on the Plan.

Under the Plan, holders of Claims and Interests in Classes 1, 2, 11(a) and 11(b) are unimpaired and, therefore, deemed to accept the Plan.

Under the Plan, holders of Claims and Interests in Classes 13, 14, 15, 16 and 17 are impaired and will not receive or retain any property under the Plan on account of their Claims or Interests in such classes and, therefore, are (i) not entitled to vote on the Plan and (ii) deemed to reject the Plan.

Under the Plan, holders of Claims and Interests in Classes 12 and 18 are either conclusively presumed to have accepted the Plan or are deemed to have rejected the Plan. Accordingly, such Holders are not entitled to vote to accept or reject the Plan.

ACCORDINGLY, A BALLOT FOR ACCEPTANCE OR REJECTION OF THE PLAN IS BEING PROVIDED ONLY TO HOLDERS OF CLAIMS IN CLASSES 3, 4, 5, 6, 7, 8, 9, 10(a), 10(b) AND 11(c).

H. Solicitation Process, Voting Procedures and Voting Deadline

1. Solicitation Process

Accompanying the Disclosure Statement is a package of materials called the "Solicitation Package." The Solicitation Package contains copies of, among other things:

- the Bankruptcy Court order approving the Disclosure Statement and procedures for soliciting and tabulating votes on the Plan the ("**Solicitation Order**") which, among other things, approves the Disclosure Statement as containing adequate procedures for distributing the Solicitation Packages to the holders of claims against the Debtors that are entitled to vote on the Plan, establishes the procedures for tabulating Ballots used in voting on the Plan and sets the deadline for objecting to confirmation of the Plan;

- the notice of the hearing to consider confirmation of the Plan; and

- a ballot (the "**Ballot**") for voting to accept or reject the Plan if you are the record holder of a claim in a class entitled to vote on the Plan (each, a "**Voting Class**").

2. Voting Procedures and Voting Deadline

If you are entitled to vote to accept or reject the Plan, a Ballot is enclosed for the purpose of voting on the Plan. To ensure your vote is counted, you must complete, date, sign, and promptly mail the Ballot enclosed with the notice or complete your Ballot using the online portal maintained by the solicitation agent (the "**Solicitation Agent**"), in each case indicating your decision to accept or reject the Plan in the boxes provided.

TO BE COUNTED, YOUR BALLOT INDICATING YOUR ACCEPTANCE OR REJECTION OF THE PLAN MUST BE RECEIVED BY THE SOLICITATION AGENT NO LATER THAN SEPTEMBER 30, 2025, AT 4:00 P.M. (PREVAILING EASTERN TIME) (THE "**VOTING DEADLINE**").

In order for the Plan to be accepted by an impaired Class of Claims, a majority in number and two-thirds in dollar amount of the Claims voting in such Class must vote to accept the Plan. At least one Voting Class, excluding the votes of insiders, must actually vote to accept the Plan.

Pursuant to the Solicitation Procedures, and subject to the parties' rights to seek allowance of a claim in different amount under the Solicitation Procedures, each Claim in Class 4 (Non-Federal Domestic Governmental Claims), Class 5 (Tribe Claims), Class 6 (Public School Claims), Class 7 (Healthcare Provider Claims), Class 8 (Third-Party Payor Claims), Class 9 (ER Physician Claims), Class 10(a) (NAS PI Claims), and Class 10(b) (Non-NAS PI Claims) shall be accorded one (1) vote and valued at one United States dollar ($1.00) for voting purposes only, and not for purposes of allowance or distribution. Accordingly, a vote of two-thirds in number will effectively be required in order for the Plan to be accepted in the case of each of these Classes of Claims.

The Debtors will argue to the Bankruptcy Court that if no Holders of Claims in a particular Class that is entitled to vote on the Plan vote to accept or reject the Plan, then such Class shall be deemed to accept the Plan.

You may have previously received a Ballot for voting to accept or reject the *Fifth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors* (the "**Original Purdue Plan**") [D.I. 2967], which was proposed by the Debtors. **Ballots that were distributed in connection with the Original Purdue Plan are no longer valid. If you cast a vote to accept or reject the Original Purdue Plan, that vote will not be counted as a vote to accept or reject the Plan – a new Ballot must be cast to vote to accept or reject the Plan**.

YOU ARE URGED TO COMPLETE, DATE, SIGN, AND PROMPTLY MAIL THE BALLOT ENCLOSED WITH THE NOTICE OR COMPLETE YOUR BALLOT USING THE ONLINE PORTAL MAINTAINED BY THE SOLICITATION AGENT. PLEASE BE SURE TO COMPLETE THE BALLOT PROPERLY AND LEGIBLY AND TO IDENTIFY THE EXACT AMOUNT OF YOUR CLAIM AND THE NAME OF THE HOLDER. IF YOU ARE A HOLDER OF A CLAIM ENTITLED TO VOTE ON THE PLAN AND YOU DID NOT RECEIVE A BALLOT, YOU RECEIVED A DAMAGED BALLOT, OR YOU LOST YOUR BALLOT, OR

IF YOU HAVE ANY QUESTIONS CONCERNING THE DISCLOSURE STATEMENT, THE PLAN, OR PROCEDURES FOR VOTING ON THE PLAN, PLEASE CONTACT YOUR ATTORNEY OR THE SOLICITATION AGENT AT (844) 217-0912 (U.S./CANADA, TOLL-FREE) OR +1 (347) 859-8093 (INTERNATIONAL, TOLL) OR AT PURDUEPHARMAINFO@KROLL.COM (WITH A REFERENCE TO "PURDUE PHARMA SOLICITATION INQUIRY" IN THE SUBJECT LINE). THE SOLICITATION AGENT IS NOT AUTHORIZED TO PROVIDE LEGAL ADVICE AND WILL NOT PROVIDE ANY SUCH ADVICE.

I. Confirmation Hearing

The Bankruptcy Court has scheduled a hearing to consider confirmation of the Plan (the "**Confirmation Hearing**"). The Confirmation Hearing will take place on November 10, 2025 at 10:00 a.m. (Prevailing Eastern Time). Parties in interest will have the opportunity to object to the confirmation of the Plan at the Confirmation Hearing.

ARTICLE II

GENERAL INFORMATION REGARDING THE DEBTORS

A. The Debtors' Businesses, Structure, Management, and Employees

1. Overview

The Debtors operate two main business segments through a number of operating subsidiaries: a branded prescription medication business and a generic prescription medication business. The branded prescription medications business consists of both opioid and non-opioid medications, including investment in a robust and diversified pipeline of non-opioid investigative candidates that have the potential to address many serious medical conditions, as described in more detail below. In addition, as part of their commitment to advancing meaningful solutions to the opioid crisis, the Debtors continue to develop, and plan to have NewCo develop and distribute opioid overdose reversal and addiction treatment medications (the "**Public Health Initiative**").

Purdue Pharma L.P., a Delaware limited partnership headquartered in Stamford, Connecticut, is the Debtors' main operating entity. Purdue Pharma's general partner is Purdue Pharma Inc. Purdue Pharma also owns, directly or indirectly, 22 operating and nonoperating subsidiaries in the United States and the British Virgin Islands ("**Purdue Subsidiaries**"). An organizational chart setting forth this corporate structure is provided in **Appendix B**. Purdue Pharma and its direct and indirect subsidiaries other than the Rhodes Debtors (the "**Purdue Debtors**") primarily operate a branded pharmaceuticals business, while Debtor Rhodes Associates L.P. and its direct and indirect subsidiaries (the "**Rhodes Debtors**") primarily develop and distribute generic pharmaceutical products. While a handful of the Debtors are managed by their own boards of directors, most of the Debtors are managed by a single board of directors and are wholly owned by the same ultimate owners: various trusts for the benefit of the descendants of Mortimer and Raymond Sackler.

(i) Branded Prescription Medication Business

The Debtors' branded prescription pharmaceutical business, operated by the Purdue Debtors, consists of both opioid and non-opioid medications. The Debtors' three principal branded opioid medications are OxyContin®, Hysingla ER®, and Butrans®:

- OxyContin Extended-Release Tablets: OxyContin is a Schedule II extended-release, long-acting opioid analgesic. Its active pharmaceutical ingredient ("**API**") is oxycodone.[24] OxyContin received United States Food and Drug Administration ("**FDA**") approval in 1995 and was launched in 1996. In 2010, the FDA approved, and the Purdue Debtors began selling, a new abuse-deterrent formulation of OxyContin formulated with physical and chemical properties intended to make abuse by injection difficult and to reduce abuse via the intranasal route.

- Hysingla ER Extended-Release Tablets: Hysingla ER is a Schedule II extended-release, long-acting, abuse-deterrent opioid analgesic formulated with physical and chemical properties intended to make abuse by injection difficult and to reduce abuse via the intranasal route. Its API is hydrocodone. Hysingla ER was approved by the FDA in 2014 and was launched in 2015.

- Butrans Transdermal System: Butrans is a Schedule III,[25] seven-day, transdermal patch pain medication. Its API is buprenorphine.[26] Butrans was approved by the FDA in 2010 and launched in 2011.

The Purdue Debtors manufacture OxyContin and Hysingla for themselves and, in relatively limited amounts, manufacture OxyContin for certain foreign independent associated companies ultimately owned by the Sackler Families ("**IACs**"). Purdue Pharma also receives royalties from foreign IACs for sales of OxyContin outside the United States. Butrans is manufactured by a third party, LTS Lohmann Therapie-Systeme AG.

The FDA continues to strike a careful balance between the necessity of OxyContin and other opioid pain medications and the associated risks of misuse, abuse, and addiction.[27] While

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[24] *See* U.S. Food and Drug Admin., OxyContin Full Prescribing Information, at 1 (Sept. 26, 2018), https://www.accessdata.fda.gov/drugsatfda_docs/label/2018/022272s039lbl.pdf (hereinafter "**OxyContin FPI**").

[25] Schedule III drugs are defined as "drugs with a moderate to low potential for physical and psychological dependence," according to the U.S. Drug Enforcement Administration ("**DEA**"). *See* U.S. Drug Enf't Admin., Drug Schedule (last visited Sept. 15, 2019), https://www.dea.gov/drug-scheduling.

[26] *See* U.S. Food and Drug Admin., Butrans Full Prescribing Information, at 1 (Sept. 18, 2018), https://www.accessdata.fda.gov/drugsatfda_docs/label/2018/021306s032s034lbl.pdf (hereinafter "**Butrans FPI**").

[27] *See* Press Release, U.S. Food and Drug Admin., Statement of FDA Commissioner Scott Gottlieb, M.D., on balancing access to appropriate treatment for patients with chronic and end-of-life pain with need to take steps to stem misuse and abuse of opioids (July 9, 2018), https://www.fda.gov/news-events/press-announcements/statement-fda-commissioner-scott-gottlieb-md-balancing-access-appropriate-treatment-patients-chronic. ("[T]he FDA remains focused on striking the right balance between reducing the rate of new addiction by decreasing exposure to opioids and rationalizing prescribing, while still enabling appropriate access to those patients who have legitimate medical need for these medicines.").

OxyContin is approved for the management of pain severe enough to require daily, around-the-clock, long-term opioid treatment and for which alternative treatment options are inadequate, it is required to carry a label with a type of warning—commonly referred to as a black box warning—that is designed to call attention to serious or life-threatening risks. OxyContin carries the following black box warning:

WARNING: ADDICTION, ABUSE AND MISUSE; LIFE-THREATENING RESPIRATORY DEPRESSION; ACCIDENTAL INGESTION; NEONATAL OPIOID WITHDRAWAL SYNDROME; and CYTOCHROME P450 3A4 INTERACTION
See full prescribing information for complete boxed warning.

- **OXYCONTIN exposes users to risks of addictions, abuse and misuse, which can lead to overdose and death. Assess each patient's risk before prescribing and monitor regularly for development of these behaviors and conditions. (5.1)**
- **Serious, life-threatening, or fatal respiratory depression may occur. Monitor closely, especially upon initiation or following a dose increase. Instruct patients to swallow OXYCONTIN tablets whole to avoid exposure to a potentially fatal dose of oxycodone. (5.2)**
- **Accidental ingestion of OXYCONTIN, especially in children, can result in a fatal overdose of oxycodone. (5.2)**
- **Prolonged use of OXYCONTIN during pregnancy can result in neonatal opioid withdrawal syndrome, which may be life-threatening if not recognized and treated. If opioid use is required for a prolonged period in a pregnant woman, advise the patient of the risk of neonatal opioid withdrawal syndrome and ensure that appropriate treatment will be available. (5.3)**
- **Initiation of CYP3A4 inhibitors (or discontinuation of CYP3A4 inducers) can result in a fatal overdose of oxycodone from OXYCONTIN. (5.14)**

Purdue Pharma has also invested—and continues to invest—substantial resources in its pipeline of non-opioid investigative candidates that have the potential to address many serious medication conditions, including difficult-to-treat blood cancers, solid cancers, and central nervous system cancers, overactive bladder, chronic low back pain and insomnia associated with alcohol cessation. For example, Tinostamustine, a potentially first-in-class alkylating deacetylase inhibiting molecule in development for the treatment of certain cancers, is in phase 2 trials; IMB-115, an internally discovered compound with a novel mechanism of action in clinical development for the treatment of insomnia associated with alcohol cessation has recently completed a phase 2 proof of concept study which has demonstrated that the drug is efficacious, and is now being progressed to larger phase 3 studies, as well as commencing phase 1 studies in indications for overactive bladder and interstitial cystitis.

(ii) Generic Prescription Medication Business / API Business

(A) Rhodes Pharmaceuticals L.P.

The Debtors' generic prescription pharmaceutical business is operated by Purdue Pharma subsidiary Rhodes Pharmaceuticals L.P. ("**Rhodes Pharma**"), a Delaware limited partnership

created in 2008. Rhodes Pharma, which until May 2019 was separately managed from Purdue, *see* Article II.A.1.(ii).c, *infra*, primarily sells a variety of generic prescription medications, including opioid (principally immediate-release) pain relievers.[28] Rhodes Pharma does not have—and never has had—sales representatives promote or market its opioid drugs to prescribers or patients.

Rhodes Pharma also sells non-opioid medications, such as medications to treat attention deficit hyperactivity disorder, high cholesterol, depression disorder, and pain management. A Purdue Pharma subsidiary and other non-Debtor entities manufacture finished dosage forms for Rhodes Pharma.

(B) Rhodes Technologies

Rhodes Technologies ("**Rhodes Tech**"), a Delaware general partnership, also became a Purdue Pharma subsidiary (as of May 2019) and a Debtor in the Chapter 11 Cases. Prior to December 31, 2020, Rhodes Tech manufactured APIs that Purdue Pharma used to manufacture its branded finished products and some of Rhodes Pharma's generic finished products.

As further described in Article III.L, on October 1, 2020, the Bankruptcy Court entered an order approving the sale of assets of Rhodes Tech to Noramco Coventry LLC and approving the Debtors' entry into a supply agreement (the "**Supply Agreement**") with Noramco LLC. The Supply Agreement secures provision of APIs to the Debtors for a minimum of seven years, with two two-year renewal options. Noramco LLC is an experienced API manufacturer with the capability to ensure high-quality supply at a cost substantially lower than previously incurred through the vertically integrated structure. The sale transaction closed and the parties entered into the Supply Agreement on December 31, 2020.

(C) The Rhodes Entities Were Managed Separately Prior to May 2019

Prior to 2008, Rhodes Tech (or its predecessor) was a subsidiary of Purdue Pharma. On or around January 1, 2008, Rhodes Tech was moved to a different Sackler Families ownership chain (through Purdue Pharma's distribution of its interest in Rhodes Tech's parent to an affiliate) though with the same ultimate owners. Rhodes Tech then came under common ownership with newly created Rhodes Pharma. Until May 2019, Rhodes Pharma and Rhodes Tech were separately managed by different boards of directors from that of Purdue Pharma.[29] The ultimate owners of

[28] Starting in 2017, Purdue Pharma authorized Rhodes Pharma to sell an authorized generic of Butrans (opioid transdermal patch) in exchange for a profit share. Rhodes Pharma's authorized generic Butrans has been sold as a generic product and never promoted to prescribers or patients. Moreover, although Rhodes Pharma's portfolio of products is composed mostly of generic products, in 2015, Rhodes Pharma expanded into a branded prescription product, Aptensio XR, a once-daily extended-release central nervous system stimulant (methylphenidate) indicated for the treatment of attention deficit hyperactivity disorder. Additionally, since 2017, Rhodes Pharma has sold MS Contin and Dilaudid branded opioid pain medications, which were contributed to Rhodes Pharma by Purdue. Rhodes Pharma has never promoted any Dilaudid or MS Contin product to prescribers or patients.

[29] Prior to May 2019, some Rhodes Pharma and Rhodes Tech directors served as directors or officers of Purdue Pharma.

these Rhodes entities, however, have always been the same as Purdue Pharma's—various trusts for benefit of the Sackler Families.

In May 2019, Rhodes Pharma and Rhodes Tech were contributed to Purdue Pharma, becoming subsidiaries of PPLP. Thus, from and after that date, PPI effectively managed Rhodes Pharma and Rhodes Tech. This reorganization was undertaken, among other reasons, to achieve cost and operational efficiencies and so that a single board and management team would be at the helm of the U.S. pharmaceutical businesses in order to, among other things, help facilitate a complex settlement process, including one that potentially could be implemented through chapter 11.

(iii) Over-the-Counter Health and Wellness Business

Avrio Health L.P. ("**Avrio**"), now known as Purdue Products, L.P., a Delaware limited partnership and also a Purdue Pharma subsidiary, operated the Debtors' over-the-counter ("**OTC**") business. OTC products are FDA-regulated but do not require prescriptions. Avrio's primary products were Betadine (an antiseptic), Senokot and Colace (laxatives), and SlowMag (a supplement). Avrio had no role in the Debtors' branded or generic prescription medication business.

As further described in Article III.BB, on May 30, 2023, the Bankruptcy Court entered an order approving the sale of substantially all of the assets of Avrio to Atlantis Consumer Healthcare Inc., a wholly owned subsidiary of Arcadia Consumer Healthcare, Inc. The sale transaction closed on June 1, 2023.

(iv) Public Health Initiatives: Opioid Overdose Reversal and Addiction Treatment Medications

As part of their commitment to advance meaningful solutions to the opioid crisis, the Debtors are pursuing three initiatives: developing and distributing at low or no cost two medications to treat opioid overdoses and a medication to treat opioid addiction. Leading public health officials have encouraged the development of certain of these types of medications, and the Debtors have offered to develop and distribute millions of doses of each for no profit to communities throughout the country. During the Chapter 11 Cases, the Debtors have made substantial progress on these initiatives, and the Bankruptcy Court—with creditor support—has authorized certain steps that have facilitated that progress.

First, the Debtors have developed emergency opioid overdose treatments containing the opioid antagonist nalmefene.[30] Emergency opioid overdose rescue drugs, when timely administered, can quickly restore normal respiration to a person whose breathing has slowed or

[30] Opioid antagonists block or reverse the effects of opioids, including potentially fatal respiratory depression. *See* Nat'l Inst. on Drug Abuse, Medications to Treat Opioid Use Disorder (June 2018), https://www.drugabuse.gov/publications/research-reports/medications-to-treat-opioid-addiction/how-do-medications-to-treat-opioid-addiction-work.

stopped as a result of overdosing with a prescription or illicit opioid.[31] Synthetic opioids, such as illicit fentanyl and its analogues, are a principal driver of today's epidemic of opioid overdose deaths.[32] Doses of existing opioid overdose reversal medications that could reverse prescription opioid or heroin overdoses may not be sufficiently strong or long-lasting to reverse the effects of fentanyl (which is 50 times more potent than heroin).[33] For this reason, the Directors of the National Institutes of Health and the National Institute on Drug Abuse have called for the development of "stronger, longer-acting formulations of antagonists."[34]

In response to that need, the Debtors have developed and are making available an opioid overdose reversal medication containing nalmefene,[35] a strong, long-acting opioid antagonist, in two different injectable forms: (1) a single-dose vial for use in a hospital setting by certain first responders and (2) an autoinjector ("**Zurnai**"), an easy-to-use EpiPen®-like device, for use by friends, family, and caregivers without medical training. The debtors reintroduced the single-dose vial application 2023 which is on formulary in 82 hospitals across the country, with many more expected to come online. In August 2024, the FDA approved the Zurnai auto-injector, and preparations for commercial introduction are ongoing.

On February 21, 2020, the Bankruptcy Court authorized an important element of the Debtors' nalmefene development program when it approved the Debtors' entry into an agreement with a technology partner to develop the nalmefene autoinjecetor. *See Order (I) Shortening Notice with Respect to Debtors' Motion for Authorization to Enter into Development Agreement and (II) Authorizing Entry into Development Agreement* [D.I. 868].

The Debtors believe that a settlement that enables them to continue to develop and distribute millions of doses of both forms of injectable nalmefene, at no or low cost, to communities and individuals throughout the country would provide great benefit to the public health, saving the lives of individuals in instances where other reversal medicines do not work.

Second, the Debtors have aided the development of a low-cost, non-prescription OTC naloxone nasal spray to reverse known or suspected opioid overdose. Although intranasal naloxone has been available to consumers under the brand name Narcan® for a number of years, access was limited because of (i) Narcan's relatively high cost to consumers and first responders, and (ii) the requirement that consumers, when obtaining Narcan from a pharmacy, obtain this prescription medication from a pharmacist.

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[31] *See* U.S. Nat'l. Inst. on Drug Abuse, Opioid Overdose Reversal with Naloxone (Narcan, Evzio) (Apr. 2018), https://www.drugabuse.gov/related-topics/opioid-overdose-reversal-naloxone-narcan-evzio.

[32] *See* Centers for Disease Control and Prevention, Opioid Overdose: Understanding the Epidemic, https://www.cdc.gov/drugoverdose/epidemic/index.html.

[33] *See* Volkow N., Collins F., The Role of Science in Addressing the Opioid Crisis, N. Engl. J. Med. 377:4 (July 27, 2017), https://www.nejm.org/doi/full/10.1056/NEJMsr1706626.

[34] *Id.*

[35] A prior version of nalmefene was previously approved by the FDA and later withdrawn from sale by the manufacturer for reasons other than safety or effectiveness. Department of Health and Human Services; Food and Drug Administration. 82 Federal Register 51282 (November 3, 2017).

Consistent with the FDA's encouragement, the Debtors worked with Harm Reduction Therapeutics ("**HRT**"), an independent nonprofit pharmaceutical company, to develop a low-cost OTC naloxone nasal spray ("**RiVive**"). By reducing the cost to consumers and first responders, and enabling consumers to acquire the medication over the counter and without the shame or fear of needing to procure a prescription or speak with a pharmacist, the Debtors and HRT have greatly improved access to this needed medication. To facilitate bringing this low-cost OTC medication to market, the Debtors have paid for HRT's development costs. On June 25, 2020, the Court entered the *Order Authorizing Debtors to Enter into Funding Agreement* [D.I. 1301], which authorized the Debtors to continue funding certain of those costs. The Debtors' use of funding was approved on March 23, 2022, when the Court entered the *Order Authorizing Debtors to Enter Into Amended and Restated Funding Agreement* [D.I. 4588], and again on March 30, 2023, the Court entered the third *Order Authorizing Debtors to Enter Into Funding Agreement* [D.I. 5513]. To provide further assistance, the Debtors also licensed to HRT valuable technical know-how and data and provided regulatory and drug development advice.

RiVive received FDA approval for OTC distribution in July 2023. RiVive is now available in 36 states, with over 300,000 twin packs sold at cost. HRT has also donated approximately 23,000 twin packs to various harm reduction organizations across the United States. One month after OTC RiVive was approved, generic OTC Narcan (Padagis) and branded OTC Narcan were both launched. In April and May of 2024, two formulations of generic OTC Narcan were also approved by the FDA. RiVive's presence in the market drives significant downward pressure on the cost of naloxone nasal sprays, working to keep the life-saving medication affordable and ensuring expanded access as a result. Not so long ago, a twin pack of Narcan cost approximately $140 USD.[36] As a result of Rivive's approval by the FDA in August 2023, the price of the generic retail version of Narcan was introduced at $45 USD per pack and later reduced to approximately $34 USD per pack, and $24 USD for the generic version available in California (Cal Rx). The benefits of the introduction of ReVive cannot be overstated.

Third, the Debtors, through Rhodes Pharma, have already developed, obtained FDA approval, and manufactured a generic version of Suboxone®[37] tablets, a leading opioid addiction treatment consisting of a combination of buprenorphine and naloxone. Despite evidence that medication-assisted treatment can help many people recover from opioid addiction, these medications remain underutilized, and the cost of treatment is one of the barriers to access.[38] To help ensure broader access, the FDA has facilitated the entry of generic versions of these

[36] *See* Alice Park, Times, Narcan Is Now Sold at Walgreens. What's That? https://time.com/4999223/what-is-narcan/.

[37] *See* https://dailymed.nlm.nih.gov/dailymed/fda/fdaDrugXsl.cfm?setid=da90618a-5621-4b15-bc48-9dcc631418de&type=display.

[38] Centers for Disease Control and Prevention, CDC Guideline for Prescribing Opioids for Chronic Pain – United States, 2016, https://www.cdc.gov/mmwr/volumes/65/rr/rr6501e1.htm (though "buprenorphine has been shown to be more effective in preventing relapse among patients with opioid use disorder, ... patient cost can be a barrier to buprenorphine treatment because insurance coverage of buprenorphine for opioid use disorder is often limited"); *see* National Institutes of Health, Methadone and buprenorphine reduce risk of death after opioid overdose, https://www.nih.gov/news-events/news-releases/methadone-buprenorphine-reduce-risk-death-after-opioid-overdose.

medicines,[39] and, in March of 2020, approved the Debtors' generic version of Suboxone tablets. To increase access to these treatments, the Debtors are distributing millions of doses of their buprenorphine/naloxone tablets at low or no cost. In January 2024, the Debtors signed an agreement with the Minnesota Multistate Contracting Alliance for Pharmacy ("**MMCAP**") to provide 1.25 million tabs of generic suboxone at $0.01/tablet to State correctional facilities, which was increased to two million tablets in September 2024. As of October 2024, over one million tablets have been provided to 21 correctional facilities in 10 States. The Debtors are further expanding the program in 2025 to enable more tablets to be available to correctional facilities. In 2025, the Debtors plan to grow the program by at least 50 percent over 2024 levels with aspirations to exceed distribution of 2.5 million tablets this year.

(v) **Purdue Pharma Inc.**

PPI is the general partner of Purdue Pharma, and the board of directors of PPI ("**Board**") effectively manages the Debtors.[40]

2. Management

The Debtors' current management team is composed of highly capable and experienced professionals. Information regarding the Debtors' senior management is as follows:

Name	Position
Craig Landau	President and Chief Executive Officer
Marc L. Kesselman	Executive Vice President, General Counsel

(i) **Craig Landau**

Craig Landau, M.D., is a pharmaceutical industry veteran with over 25 years of R&D and general management experience. After overseeing the development and approval by FDA of multiple commercial products, he was President and CEO of Purdue Pharma Canada from July 2013 to June 2017. Since June 2017, he has been President and CEO of Purdue Pharma LP, headquartered in Stamford, CT. Dr. Landau demonstrates visionary leadership as he navigates a company at the center of one of the greatest challenges in public health: the opioid crisis.

Purdue develops and manufactures prescription medications—including opioid analgesic medicines. Dr. Landau is a bold leader in the service of the public good. Upon becoming CEO of Purdue, he assembled a new management team, renewed the company's focus on R&D, and prioritized the advancement of public health initiatives – namely, medicines intended to treat opioid overdoses and opioid use disorder offered at no profit to the company. He also ended the company's promotion of opioids by sales representatives to prescribers, eliminated its opioid sales

[39] U.S. Food & Drug Administration, www.fda.gov/news-events/press-announcements/fda-approves-first-generic-versions-suboxone-sublingual-film-which-may-increase-access-treatment.

[40] As illustrated in **Appendix B**, the Purdue Subsidiaries have PPI as a general partner, are indirectly controlled by PPI pursuant to PPI's being a general partner of another Purdue subsidiary, or have Purdue Pharma, directly or indirectly, as their ultimate sole shareholder.

force, established an Office of Corporate Social Responsibility and a vibrant grant-giving program. Dr. Landau directs the company to leverage its unique capabilities and expertise to develop a portfolio of investigational medicines to address important medical needs in multiple therapeutic areas including oncology and central nervous system disorders. Additionally, since 2022, Dr. Landau has overseen a vertically integrated generic medicine business, Rhodes Pharma, which has successfully introduced 6 generic new medicines since that time, in an effort to keep costs lower for patients and improve patient access.

As CEO, Dr. Landau is laser-focused on maintaining the engagement and retention of the company's many talented, dedicated employees. Notwithstanding the strong market for talent in the pharma sector, and despite the challenges of bankruptcy, truly extraordinary people choose Purdue as their employer because they believe in its future vision. Dr. Landau initiated an Advisory Committee on DEI to ensure employees experience a strong sense of inclusion and belonging. He increased the percentage of women on the Executive Committee to more than 60% since 2022, and he champions HR programming that prioritizes wellbeing and fosters a positive company culture. Employee surveys demonstrate his success, as 93% of employee respondents say they feel connected to their colleagues, engaged in the company's future purpose, and inspired to contribute actively.

Dr. Landau earned his B.S. in physiology and anatomy from Cornell University and his M.D. from Mount Sinai School of Medicine. He completed his Anesthesiology residency at Yale University with specialty training in chronic pain management, obstetric and peripheral vascular anesthesia. He is also a U.S. Army veteran, with 14 years of distinguished service as an officer throughout Operation Iraqi Freedom and Operation Enduring Freedom. He has advised and served on multiple boards for foundations and nonprofit organizations focusing on rare diseases such as Friedreich Ataxia, Adrenoleukodystrophy, and Duchenne Muscular Dystrophy.

(ii) **Marc L. Kesselman**

Marc L. Kesselman was appointed General Counsel and Corporate Secretary of Purdue Pharma in July 2018, with responsibility for Purdue's legal strategy, corporate governance, compliance and government affairs.

Prior to joining Purdue Pharma, Mr. Kesselman worked for YUM! Brands, Inc. where he served as Chief Legal Officer, Corporate Secretary & Chief Public Policy Officer. In that role, he oversaw all aspects of legal, compliance, regulatory, government affairs, and sustainability agendas for one of the world's largest restaurant companies, with more than 45,000 restaurants in 135 countries and territories. Mr. Kesselman joined YUM! from Dean Foods where he held a similar role. Previously, he was Senior Vice President & General Counsel at PepsiCo Americas Foods where he oversaw a wide variety of complex commercial, transactional, litigation, regulatory and government affairs issues relating to PepsiCo's food businesses in North and South America.

From 2006 through 2008, Mr. Kesselman served as General Counsel of the U.S. Department of Agriculture (the "**USDA**"), where he advised the Secretary of Agriculture and directed all legal activity for the USDA. From 2003 to 2006 he served as Deputy General Counsel in the White House Office of Management and Budget, where he handled a variety of regulatory,

budgetary and legal policy matters. Mr. Kesselman also worked at the U.S. Department of Justice as Senior Counsel in the Office of Legal Policy and as a Trial Attorney in its Civil Division. His work there earned him the John Marshall Award, the Attorney General's highest recognition for trial of litigation.

Mr. Kesselman currently serves on the Board of the U.S. Chamber of Commerce Litigation Center and the Penn Law Alumni Board of Managers. He also recently served as a public member of the Administrative Conference of the United States and a member of the Leadership Council on Legal Diversity. He has previously served on the Board of the Dallas Symphony, on the Campaign Cabinet of the United Way of Metropolitan Dallas, and as Chair of the D.C. Bar Administrative Law Section. Mr. Kesselman holds a J.D. from the University of Pennsylvania, and a B.S. in government from Cornell University.

3. The Debtors' Employees

The Debtors maintain a workforce of dedicated employees that has enabled them to continue to achieve their high standards of performance, productivity, and safety. The Debtors employ approximately 439 people in active status,[41] which represents an approximately 40% reduction since the Petition Date and an approximately 76% reduction since 2017. These employees work in both full-time and part-time positions, including executives, business and operational managers, sales and marketing personnel, medical affairs personnel, research and development personnel, manufacturing technology operations personnel, human resource professionals, information technology specialists, administrative support staff and other personnel ("**Employees**").

B. Debtors' Organizational Structure

Purdue Pharma L.P., a Delaware limited partnership, is the Debtors' main operating entity. Purdue Pharma's general partner is PPI. Purdue Pharma also owns, directly or indirectly, 22 operating and nonoperating subsidiaries in the United States and the British Virgin Islands. A chart showing the organizational structure of the Debtors is attached hereto as **Appendix B**.

C. The Debtors' Prepetition Capital Structure

Unlike most debtors, the Debtors have no funded debt, no material past-due trade obligations, and no judgment creditors.

D. Summary of Events Leading to the Chapter 11 Filings

As noted above in Article I.B, the marketing and sale of OxyContin, Purdue Pharma's most prominent pain medication, and certain other opioid pain medications have been the target of the Pending Actions, which name the Defendant Debtors among other parties. These Pending Actions generally allege that the Defendant Debtors falsely and deceptively marketed OxyContin and other

[41] The sale transaction between Rhodes Tech and Normaco Coventry LLC resulted in a headcount reduction of approximately 120 Employees, many of whom received offers of employment from Noramco. The number of employees in active status listed above is after completion of such transaction.

opioid pain medications. Many of the Pending Actions further allege that Defendant Debtors and certain related parties are liable for the national opioid crisis.

A common set of factual allegations forms the core of these actions: that the Defendant Debtors acted improperly in the marketing and sale of prescription opioid medications, including, principally, OxyContin. The specific causes of action asserted against the Defendant Debtors in the Pending Actions are predicated on both federal and state laws—with variations among the laws of each state. They include: (i) state and federal false claims acts; (ii) state consumer protection laws; (iii) statutory and common law public nuisance; (iv) fraud, fraudulent concealment, deceit, and other willful misconduct; (v) negligence, including negligent misrepresentation, negligence per se, and gross negligence; (vi) unjust enrichment; (vii) federal and state civil RICO laws, as well as civil conspiracy; (viii) state-controlled substances acts; (ix) intentional and constructive fraudulent conveyance or transfer; (x) strict products liability; and (xi) wrongful deaths and loss of consortium.

As of the Petition Date, the Debtors were party to approximately 2,600 Pending Actions, of which 2,200 were consolidated in a multidistrict litigation pending in the United States District Court for the Northern District of Ohio. There were also hundreds of actions pending against the Debtors in state and territorial courts throughout the country. The state court actions included those asserted by Attorneys General of 46 states (which are not part of the Ohio MDL). Certain of the Defendant Debtors were also named in 13 actions in Canada (the "**Canadian Actions**"). The Canadian Actions were brought on behalf of both private individuals and governmental entities and raised claims predicated on similar allegations and causes of action as the Pending Actions in the United States.

In addition to the Pending Actions, as of the Petition Date, Purdue Pharma was responding to subpoenas and civil investigative demands issued by various components of the DOJ in connection with criminal and civil investigations of Purdue Pharma. The Debtors had been subject to investigation by the DOJ since at least June 2016. Specifically, PPLP received a subpoena from a United States Attorney's Office in the summer of 2016 seeking documents and information relating to the marketing of OxyContin and, beginning in December 2017, received additional subpoenas and other requests for documents and information from several other United States Attorney's Offices and components of the DOJ seeking various documents and other information related to topics including but not limited to PPLP's opioid medications, the Debtors' monitoring programs, payments to professionals, marketing practices, and other matters. In response to the various DOJ requests, to date PPLP has produced to the DOJ more than 13 million documents (totaling over 100 million pages), including more than 2.7 million documents (totaling more than 17 million pages) produced in direct response to the DOJ's requests and millions of additional documents previously produced in civil litigation, state government investigations or Purdue's bankruptcy proceeding and reproduced to the DOJ. PPLP also provided numerous presentations and submissions to the DOJ in cooperation with its investigations and in the course of plea and settlement negotiations.

The sheer number and scale of the Pending Actions were possibly without precedent. Purdue is a mid-sized pharmaceutical company that had approximately 700 employees as of the Petition Date. The lawsuits were spread among courts across the country, involve thousands of

plaintiffs with differing interests, include scores of legal claims and theories of damages under multiple states' laws, and were at various procedural stages.

The onslaught of litigation posed a grave threat to the Debtors' continued viability. Litigation of thousands of Pending Actions to judgment and through appeals in the civil court system would have resulted only in the financial and operational destruction of the Debtors and the immense value they could otherwise provide, and the squandering of hundreds of millions of dollars on legal and other professional fees. Pre-bankruptcy, professionals' fees relating to litigation and government investigations were accruing at an average rate of over $2 million per week, and that was before a single trial against Purdue had commenced.

Moreover, the case-by-case mass tort litigation of the type the Defendant Debtors faced prior to the Petition Date in the civil tort system was neither an efficient nor an equitable way to resolve the asserted liability. Such litigation incentivized a multiplicity of "races to the courthouse" as various plaintiffs vied to be the first to trial. For example, several plaintiffs commenced administrative proceedings seeking dozens of trial days to bypass the normal court process and expedite the time by months or years to a final determination of their claims. This kaleidoscope of piecemeal litigation was all but guaranteed to continue to result in inconsistent outcomes and inequitable treatment, as well as unsustainable cost. Any judgments or settlements extracted in the process would, at best, potentially have benefited only those select few plaintiffs who happened to have been positioned at the beginning of the trial and judgment queue. And it would not have benefited even them, because defending approximately 2,600 lawsuits to conclusion would almost certainly have forced the Defendant Debtors to file for chapter 11 protection even had they suffered only a small number of significant adverse judgments at the trial level.

The Debtors commenced the Chapter 11 Cases because chapter 11 was the only way to halt the destruction of value and runaway costs associated with the Pending Actions; centralize all of the claims against the Defendant Debtors; address the claims asserted against them efficiently; resolve the litigation rationally; and consummate a global resolution of the Pending Actions—all while conserving the assets of the Debtors' estates so that billions of dollars in value could be preserved for creditors.

E. Independence of Company from Sacklers

1. Independent Board

No member of the Sackler Families is currently a member of the Board or employed by the Debtors. The last member of the Sackler Families to serve on the Board resigned in January 2019. The current Board is composed of the following six directors (the "**Directors**") (a majority of whom have no prior connection to the Sackler Families):

(i) **Robert S. "Steve" Miller (Chairman of the Board, appointed in July 2018)**

Mr. Miller has a storied, nearly 50-year career in corporate restructuring, including the successful restructurings of Chrysler (during which he served as Vice Chairman and CFO), Delphi Corp. (during which he served as the Chairman and CEO), and American International Group, Inc., where he was Non-Executive Chairman. He authored the 2008 book, *The Turnaround Kid*. He

has served on more than a dozen corporate boards including U.S. Bank, United Airlines and Dow DuPont.

(ii) **Kenneth Buckfire (At-Large Director, appointed in May 2019)**

Kenneth A. Buckfire is President of Miller Buckfire & Co., LLC and a Vice-Chairman of Stifel Financial Corporation's Institutional Banking Group. He specializes in the restructuring and refinancing of highly leveraged companies in the energy, telecommunications, consumer products, technology and information services industries. He has won many awards for leading major restructurings such as the City of Detroit, Calpine and General Growth Properties, and for his innovations in the restructuring field. Prior to co-founding Miller Buckfire in 2002, he was a Managing Director and Co-Head of the Financial Restructuring Group of Wasserstein Perella & Co. He has been a director and co-founder of many public and private companies, and has served as a trustee of several philanthropic and education institutions. He is a Visiting Professor at the Columbia Business School.

Mr. Buckfire received his Bachelor's degree in economics and philosophy from the University of Michigan (1980) and his MBA from Columbia University (1987).

(iii) **John S. Dubel (At-Large Director, appointed in July 2019)**

John S. Dubel is the Chief Executive Officer of Dubel & Associates, LLC, a provider of restructuring and turnaround services to underperforming companies, which he founded in 1999. He has over 40 years of experience in Board representation, turnaround management, crisis management, operational restructurings and divestments with respect to distressed companies. Over the course of his career, John has served as an independent board member for numerous companies. In addition, he has served as the Chief Executive Officer of SunEdison, a renewable energy development company, Chief Executive Officer of Financial Guaranty Insurance Company (FGIC), a monoline insurance company, among others, and as a partner in Gradient Partners, L.P., a single-strategy distressed hedge fund.

Mr. Dubel is a member of the Turnaround Management Association and the American Bankruptcy Institute. Mr. Dubel received a Bachelor in Business Administration degree from the College of William and Mary.

(iv) **Michael Cola (Class A Director, appointed in February 2019; At-Large Director, appointed in July 2019)**

Michael Cola is the former CEO of Avalo Therapeutics Inc (formerly Cerecor). He was appointed CEO in February 2020 in connection with the merger of Cerecor Inc. with Aevi Genomic Medicine, where he served as the President and CEO since September 2013. Prior to joining Aevi Genomic Medicine, Mr. Cola served as President of Specialty Pharmaceuticals at Shire plc, a global specialty pharmaceutical company, from 2007 until April 2012. He joined Shire in 2005 as EVP of Global Therapeutic Business Units and Portfolio Management. Prior to joining Shire, he was with Safeguard Scientifics, Inc., a growth capital provider to life sciences and technology companies, where he served as President of the Life Sciences Group. While at Safeguard, Mr. Cola served as Chairman and CEO of Clarient, Inc., a cancer diagnostics company subsequently acquired by GE Healthcare, and as Chairman of Laureate Pharma, Inc. Prior to

Safeguard Scientifics, Mr. Cola held senior positions in product development and commercialization at Merck, Astra Merck, a pharmaceutical company, and at Astra Zeneca, a global biopharmaceutical company. Mr. Cola received a B.A. in biology and physics from Ursinus College and an M.S. in biomedical science from Drexel University. He serves on the Board of Directors of Sage Therapeutics and Phathom Pharmaceuticals, and currently serves as vice Chairman of the Board of Governors of the Boys & Girls Clubs of Philadelphia.

(v) **Anthony Roncalli (Class B Director, appointed in December 2018)**

Anthony Roncalli is an attorney and former partner at Norton Rose Fulbright LLP. Mr. Roncalli has extensive experience advising the Debtors, IACs, and other pharmaceutical and other companies on corporate governance matters and complex tax and structure planning. Mr. Roncalli also has extensive pharmaceutical transaction experience including licensing, asset acquisition and divestiture transactions and complex pharmaceutical research, development and collaboration transactions. Mr. Roncalli received his Bachelor's degree from Georgetown University and his J.D. from Boston College Law School.

(vi) **Cecil Pickett, Ph.D. (Class A Director, appointed in January 2010)**

Dr. Cecil B. Pickett served as the President of Research and Development at Biogen and a member of the Board of Directors until his retirement in 2009. Dr. Pickett earned his B.S. in biology from California State University at Hayward and his Ph.D. in cell biology from University of California, Los Angeles. He previously served as Senior Vice President and President of Schering-Plough Research Institute, the pharmaceutical research arm of Schering-Plough Corporation. Dr. Pickett came to Schering-Plough Research Institute from Merck Research Laboratories, Montreal, Canada, and West Point, Pa., where he served as Senior Vice President of Basic Research. During his 15 years at Merck & Co., Dr. Pickett held various positions of increasing responsibility, including Research Fellow, Biochemical Regulation; Associate Director, Department of Molecular Pharmacology and Biochemistry; Director, Department of Molecular Pharmacology and Biochemistry; Executive Director of Research at the Merck Frosst Center for Therapeutic Research, Montreal; and Vice President of the center. Dr. Pickett also served as a member of the Zimmer Biomet Board of Directors from 2008 through 2018. Dr. Pickett previously served as a member of the Board of Directors of Yumanity Therapeutics, Inc. until 2020.

Dr. Pickett is an expert in drug discovery and development. During his career, he has overseen all aspects of the internal research and collaboration with partners aimed at developing advanced drug therapies and has played an integral role in bringing several large and small molecule candidates into clinical development.

Dr. Pickett has published extensively in leading research journals and has been a frequent speaker at scientific symposia and conferences. He has received several major academic awards, appointments and fellowships and has served on a number of scientific committees and editorial boards of research journals and organizations. His awards and honors include the UCLA Alumni Association Award for Scholarly Achievement and Academic Distinction; the first Robert A. Scala Award and Lectureship in Toxicology of Rutgers University and the University of Medicine and Dentistry of New Jersey; and the CIIT Centers for Health Research Founders' Award. Dr. Pickett served as a member of the FDA Science Board, the Advisory Committee to the Director of the

National Institutes of Health and the National Cancer Policy Board of the Institute of Medicine. He was elected to the National Academy of Medicine in 1993 and has been a member of the American Society for Cell Biology, American Society of Biochemistry & Molecular Biology, American Association for Cancer Research, and American Association for the Advancement of Science.

Dr. Pickett previously served on the Boards of the following IACs: MNP Consulting Limited (Delaware); Mundipharma Verwaltungsgesellschaft mbH (Germany); and Napp Pharmaceutical Holdings Ltd. (United Kingdom). He resigned from each of these positions on or prior to August 9, 2018.

2. Formation of the Special Committee

Purdue Pharma's governance documents irrevocably granted an independent Special Committee of the Board of Directors exclusive authority over the prosecution, defense, and settlement of any causes of action Purdue Pharma may assert against the Sackler Parties as well as members of the Sackler Families and their affiliates.

On May 14, 2019, PPI's shareholders adopted an Amended and Restated Shareholders' Agreement (the "**Shareholders' Agreement**") which, among things, established a "Transaction Committee," and on the same date, PPI filed a corresponding Restated Certificate of Incorporation ("**Restated Certificate of Incorporation**"). The Restated Certificate of Incorporation provided that the Transaction Committee would be composed of the independent Chairman of the Board, who would chair the committee, and such other Directors appointed by a majority of the Board, none of whom could be a member of the Sackler Families. The Restated Certificate of Incorporation gave the Transaction Committee exclusive authority over "all dividends by the Corporation to its Shareholders and all distributions by PPLP to its general and/or limited partners." The Restated Certificate of Incorporation also gave the Transaction Committee authority over any "Affiliate Transaction," defined as including transactions between PPI, PPLP, or PPLP's subsidiaries, on the one hand, and any Class A Shareholder, any Class B Shareholder, any person specified by the Class A or B Shareholders, and any affiliate (other than PPI, PPLP or PPLP's subsidiaries), on the other hand.

On September 3, 2019, PPI's shareholders agreed to an amendment of the Shareholders' Agreement that, among other things, renamed the Transaction Committee the "Special Committee," and on the same date, PPI filed a Certificate of Amendment to its Restated Certificate of Incorporation ("**A&R Certificate of Incorporation**"). The A&R Certificate of Incorporation gave the Special Committee the same authorities as had been granted to the Transaction Committee and, in addition, authority over "Affiliate Litigation," defined as "the prosecution, defense or settlement of any claim or litigation" between the Debtors and the Sackler Families, trusts established by or for the benefit of members of the Sackler Families, and other Sackler-related entities, including the IACs (collectively, the "**Sackler Entities**"). The A&R Certificate of Incorporation made clear that "no dividend, distribution, Affiliate Transaction or Affiliate Litigation shall take place without the approval of the Special Committee." The A&R Certificate of Incorporation did not modify the composition of the Special Committee, except to allow any

At-Large Director to serve as chair of the Special Committee, and still prohibited any member of the Sackler Families from serving on it.[42]

Chairman Miller and At-Large Directors Buckfire, Cola and Dubel are the members of the Special Committee. Mr. Dubel serves as Chairman of the Committee. Each member of the Special Committee has decades of restructuring and/or corporate governance expertise, including, in the case of Mr. Cola, in the pharmaceutical and life sciences industries. Their resumes can be found above, *see supra* Article II.E. None of the Directors serving on the Special Committee has any prior relationship with either of the Sackler Families.

To further safeguard their independence, the members of the Special Committee are protected against removal by the shareholders. A letter agreement executed by PPI's shareholders, dated November 6, 2019 ("**2019 Letter Agreement**"), irrevocably delegated to the General Counsel of PPI, as proxy for PPI's shareholders, several of the shareholders' rights, including the ability to appoint and remove the Chairman of the Board and the At-Large Directors, all of whom serve on the Special Committee. The 2019 Letter Agreement directs the General Counsel of PPI to act in accordance with the vote of two-thirds of the Directors in Office of PPI and, in the case of any decision to remove any Director from the Board, to disregard the vote of any affected Director.

3. Other Governance Improvements

In addition to adding the independent Directors to the Board and forming the Special Committee (as described above), the Debtors made other significant changes with the goal of allowing the Debtors to operate independently before commencement of these Chapter 11 Cases. All general partnership relationships between Debtor and non-Debtor entities were terminated prior to the Petition Date. In particular, PPI was removed from its role as the general partner of certain non-Debtor entities and replaced certain non-Debtor entities as the general partner of Debtor entities Purdue Pharmaceutical Products L.P. (formerly known as Avrio Health L.P.) and Purdue Neuroscience Company. As a result, all of PPLP's subsidiaries were directly or indirectly effectively managed by PPI as of the Petition Date and during the pendency of these Chapter 11 Cases. Officers or employees of PPLP that were simultaneously directors, officers or employees of IACs resigned from such roles at either such IACs or PPLP. As a result, no current officer or employee of PPLP was director, officer or employee of any IAC on the Petition Date or during the pendency of these Chapter 11 Cases. In addition, under the supervision of the Special Committee, the Debtors reviewed agreements between the Debtors and the IACs and terminated, amended or documented such agreements as appropriate.

4. Cessation of Cash Distributions

All cash distributions to the Sackler Families ceased in 2017. In 2017, Purdue Pharma lent $313 million to its parent, Pharmaceutical Research Associates L.P. ("**PRA**"), which was repaid prior to the Petition Date. A loan of $1.7 million by Purdue Pharma to an IAC was also repaid in

[42] As defined in the A&R Certificate of Incorporation, At-Large Directors are those elected jointly by the Class A Shareholders and the Class B Shareholders. Class A Directors are those elected by the Class A Shareholders and Class B Directors are those elected by the Class B Shareholders.

2018. There are no remaining outstanding loans from Purdue Pharma to any of the IACs. Reimbursement of the officer/director legal fees owed to members of the Sackler Families ceased as of March 1, 2019, and certain expenses of members of the Sackler Families over the last 10 years have been repaid.

At the direction of the Special Committee and Davis Polk, AlixPartners LLP ("**AlixPartners**") (with the support of Davis Polk and Bates White LLC ("**Bates White**")) prepared (i) a 355-page report (the "**Cash Transfers of Value Report**") setting forth the results of a comprehensive cash transfers of value analysis, based on the identification and quantification of transfers of value on or after January 1, 2008 made as cash distributions, compensation, legal expenses and benefits provided to or for the benefit of the Sackler Families; and (ii) a 400-page report (the "**Intercompany and Non-Cash Transfers Analysis**") setting forth the results of a comprehensive intercompany and non-cash transfer analysis based on the identification and quantification of significant transfers of value on or after January 1, 2008 made as non-cash transfers and cash payments for goods, services, and other consideration among Purdue, PRA, the IACs, and Rhodes. The Cash Transfers of Value Report exhaustively details the $10.4 billion of cash distributions made to or for the benefit for the shareholders from January 1, 2008 to September 30, 2019 (in particular, $4.1 billion in U.S. partner cash distributions, $1.5 billion in distributions for the benefit of ex-US IACs, and $4.7 billion in tax distributions). The Intercompany and Non-Cash Transfers Analysis identifies and describes 27 categories of dealings between Debtor entities and the IACs, including terms of licenses for various drugs sold by the Debtor entities and IACs, shared R&D, manufacturing and administrative services, and purchases of finished products and active pharmaceutical ingredients, and details 10 non-cash distributions of assets from Purdue Pharma to PRA, which include distributions of equity interests in other IACs and third-party pharmaceutical companies and of certain intellectual property rights.

Together, these two massively detailed reports provide a complete and total catalog of the financial and contractual connections between the Debtors and the Sackler Families dating back more than a decade. These two reports exemplify the Debtors' extraordinary transparency and commitment to providing creditors and other parties-in-interest with the information necessary to evaluate potential claims and progress towards a settlement.

On December 16, 2019, the Debtors filed the Cash Transfers of Value Report with the Bankruptcy Court [D.I. 654]. On May 29, 2020, the Debtors filed the Intercompany and Non-Cash Transfers Analysis with the Bankruptcy Court [D.I. 1194].

ARTICLE III

THE CHAPTER 11 CASES

On the Petition Date, each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Chapter 11 Cases are being jointly administered under the caption *In re Purdue Pharma L.P.*, Case No. 19-23649. The Debtors have continued in possession of their property and have continued to operate and manage their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases.

A. First-Day Motions

On the Petition Date, the Debtors filed a number of "first-day" motions and applications seeking various relief from the Bankruptcy Court and authorizing the Debtors to maintain their operations in the ordinary course (collectively, the "**First-Day Motions**"). This relief was designed to ensure a seamless transition between the Debtors' prepetition and postpetition business operations, facilitate a smooth transition into chapter 11, maximize the value of the Debtors' Estate, and minimize the effects of the commencement of the Chapter 11 Cases. A description of the First-Day Motions is set forth in the *Declaration of Jon Lowne in Support of Debtors' Chapter 11 Petitions and First Day Pleadings* [D.I. 3].

B. Appointment of Statutory Committee

On September 27, 2019, the United States Trustee for the Southern District of New York (the "**U.S. Trustee**") appointed the official committee of unsecured creditors (the "**Creditors' Committee**"). The Creditors' Committee, as originally constituted, comprised the following entities and persons: (i) Blue Cross and Blue Shield Association; (ii) CVS Caremark Part D Services, L.L.C. and CaremarkPCS Health, L.L.C.; (iii) Ryan Hampton; (iv) Cheryl Juaire; (v) LTS Lohmann Therapy Systems, Corporation; (vi) Pension Benefit Guaranty Corporation; (vii) Walter Lee Salmons; (viii) Kara Trainor; and (ix) West Boca Medical Center. *See Notice of Appointment of Official Committee of Unsecured Creditors* [D.I. 131].

On October 21, 2019, the Creditors' Committee granted a request by the MSGE[43] to join the Creditors' Committee in an *ex officio* capacity, and the MSGE designated Cameron County, Texas to act as an *ex officio* member.

On October 9, 2019, the Native American Tribes filed a motion requesting entry of an order directing the U.S. Trustee to appoint an official committee of Native American affiliated creditors comprising Native American tribes, tribal members and/or support organizations, health organizations or clinics that serve Native American communities. *See Motion Seeking Appointment of an Official Committee of Native American and Native American Affiliated Creditors* [D.I. 276]. On November 4, 2019, the Creditors' Committee invited the Native American Tribes to serve as an *ex officio* member of the Creditors' Committee. On November 6, 2019, the Native American tribes appointed the Cheyenne and Arapaho Tribes to serve as an *ex officio* member of the Creditors' Committee and agreed to withdraw their motion.

On June 18, 2020, the Creditors' Committee invited certain public school districts (the "**Public School Districts**") to serve as an *ex officio* member of the Creditors' Committee. The Public School Districts accepted this invitation on June 19, 2020 and appointed Thornton Township High School District 205 to serve as an *ex officio* member of the Creditors' Committee.

C. Filing of Schedules of Assets and Liabilities and Statements of Financial Affairs

On September 16, 2019, the Debtors filed the *Debtors' Motion for an Order Extending the Time to File Schedules of Assets and Liabilities, Schedules of Current Income and Expenditures,*

[43] The Rule 2019 Statement describing the composition of the MSGE is filed at D.I. 1794.

Schedules of Executory Contracts and Unexpired Leases, and Statements of Financial Affairs [D.I. 13] (the "**Extension Motion**"). On September 18, 2019, the Bankruptcy Court entered an order approving the Extension Motion [D.I. 69]. On October 29, 2019, the Debtors filed their Schedules of Assets and Liabilities and Statements of Financial Affairs [D.I. 357–405].

D. Professional Advisors

The Debtors' primary professional advisors include the following:

- On September 16, 2019, the Debtors filed the *Application for an Order Appointing Prime Clerk LLC as Claims and Noticing Agent for the Debtors* [D.I. 4] (the "**Prime Clerk 156(c) Retention Application**"). On September 18, 2019, the Bankruptcy Court entered an order approving the Prime Clerk 156(c) Retention Application [D.I. 60]. On November 5, 2019, the Debtors filed *Debtors' Application for an Order Authorizing Employment and Retention of Prime Clerk LLC as Administrative Advisor Nunc Pro Tunc to the Petition Date* [D.I. 433] (the "**Prime Clerk Retention Application**"). On November 21, 2019, the Bankruptcy Court entered an order approving the Prime Clerk Retention Application [D.I. 531].

- On November 5, 2019, the Debtors filed the Application of Debtors for Authority to Employ and Retain Davis Polk & Wardwell LLP as Attorneys for the Debtors Nunc Pro Tunc to the Petition Date [D.I. 419] (the "**Davis Polk Retention Application**"). On November 25, 2019, the Bankruptcy Court entered an order approving the Davis Polk Retention Application [D.I. 542].

- On November 5, 2019, the Debtors filed the Application of Debtors for Authority to Employ Dechert LLP as Special Counsel for the Debtors Nunc Pro Tunc to the Petition Date [D.I. 424] (the "**Dechert Retention Application**"). On November 21, 2019, the Bankruptcy Court entered an order approving the Dechert Retention Application [D.I. 525].

- On November 5, 2019, the Debtors filed the Application of Debtors for Authority to Retain and Employ King & Spalding LLP as Special Counsel to the Debtors Nunc Pro Tunc to the Petition Date [D.I. 427] (the "**King & Spalding Retention Application**"). On November 25, 2019, the Bankruptcy Court entered an order approving the King & Spalding Retention Application [D.I. 543].

- On November 5, 2019, the Debtors filed the Application of Debtors for Authority to Retain and Employ Wilmer Cutler Pickering Hale and Dorr LLP as Special Counsel to the Debtors Nunc Pro Tunc to the Petition Date [D.I. 428] (the "**WilmerHale Retention Application**"). On November 25, 2019, the Bankruptcy Court entered an order approving the WilmerHale Retention Application [D.I. 544].

- On November 5, 2019, the Debtors filed the Debtors' Application an Order Authorizing the Debtors to Retain and Employ AlixPartners, LLP as Financial Advisor Nunc Pro Tunc to the Petition Date [D.I. 429] (the "**AlixPartners**

Retention Application"). On November 21, 2019, the Bankruptcy Court entered an order approving the AlixPartners Retention Application [D.I. 528].

- On November 5, 2019, the Debtors filed the *Debtors' Application to Employ PJT Partners LP as Investment Banker Nunc Pro Tunc to the Petition Date* [D.I. 430] (the "**PJT Retention Application**"). On December 5, 2019, the Debtors filed the *Supplemental Declaration of Timothy Coleman in Support of the Debtors' Application to Employ PJT Partners LP as Investment Banker Nunc Pro Tunc to the Petition Date* [D.I. 590]. On January 9, 2020, the Bankruptcy Court entered an order approving the PJT Retention Application [D.I. 728].

- On November 5, 2019, the Debtors filed the *Debtors' Application to Employ Ernst & Young as its Auditor, Nunc Pro Tunc to the Petition Date* [D.I. 432] (the "**EY Retention Application**"). On December 23, 2019, the Bankruptcy Court entered an order approving the EY Retention Application [D.I. 698]. On August 21, 2020, the Debtors filed the *Notice of Expansion of Scope of Services to be Provided Pursuant to the Ernst & Young Retention Order* [D.I. 1598]. On September 22, 2020, the Debtors filed the *Second Notice of Expansion of Scope of Services to be Provided Pursuant to the Ernst & Young Retention Order* [D.I. 1713]. On November 25, 2020, the Debtors filed the *Third Notice of Expansion of Scope of Services to be Provided Pursuant to the Ernst & Young Retention Order* [D.I. 2035].

- On November 6, 2019, the Debtors filed the Application of Debtors for Authority to Retain and Employ Skadden, Arps, Slate, Meagher & Flom LLP as Special Counsel to the Debtors Nunc Pro Tunc to the Petition Date [D.I. 438] (the "**Skadden Retention Application**"). On November 25, 2019, the Bankruptcy Court entered an order approving the Skadden Retention Application [D.I. 545].

- On December 5, 2019, the Debtors filed the Application of the Debtors for an Order Authorizing Them to Retain and Employ Jones Day as Special Counsel, Nunc Pro Tunc to the Petition Date [D.I. 592] (the "**Jones Day Retention Application**"). On December 20, 2019, the Bankruptcy Court entered an order approving the Jones Day Retention Application [D.I. 690].

- On December 5, 2019, the Debtors filed the Application of Debtors for Authority to Retain and Employ Arnold & Porter Kaye Scholer LLP as Special Counsel to the Debtors Nunc Pro Tunc to the Petition Date [D.I. 593] (the "**Arnold & Porter Retention Application**"). On December 20, 2019, the Bankruptcy Court entered an order approving the Arnold & Porter Retention Application [D.I. 691].

- On February 7, 2020, the Debtors filed the Application for Order Authorizing Employment and Retention of KPMG LLP as Tax Consultants to the Debtors and the Official Committee of Unsecured Creditors Nunc Pro Tunc to December 23, 2019 [D.I. 815] (the "**KPMG Retention Application**"). On February 24, 2020, the Bankruptcy Court entered an order approving the KPMG Retention Application [D.I. 867].

- On May 13, 2020, the Debtors filed the Application of Debtors for Authority to Retain and Employ Cornerstone Research as Consultants to the Debtors Nunc Pro Tunc to January 14, 2020 [D.I. 1150] (the "**Cornerstone Retention Application**"). On June 11, 2020, the Bankruptcy Court entered an order approving the Cornerstone Retention Application [D.I. 1255].

- On April 13, 2021, the Debtors filed the Application of Debtors for Authority to Retain and Employ Grant Thornton LLP as Tax Structuring Consultants to the Debtors Nunc Pro Tunc to January 20, 2021 [D.I. 2636] (the "**Grant Thornton Retention Application**"). On April 28, 2021, the Bankruptcy Court entered an order approving the Grant Thornton Retention Application [D.I. 2760]. The Bankruptcy Court approved procedures for the Debtors to retain and employ certain professionals utilized by the Debtors in the ordinary course of business pursuant to an order entered on November 26, 2019 [D.I. 548].

- On August 13, 2021, the Debtors filed the Debtors' Application for an Order Pursuant to 11 U.S.C. §§ 327(a) and 328 and Fed. R. Bankr. P. 2014(a) Authorizing the Employment and Retention of Sullivan & Worcester LLP as Special Counsel to the Debtors and Debtors in Possession [D.I. 3561] (the "**Sullivan & Worcester Retention Application**"). On September 2, 2021, the Bankruptcy Court entered an order approving the Sullivan & Worcester Retention Application [D.I. 3728].

- On April 1, 2022, the Debtors filed the Application of Debtors for Authority to Retain and Employ Latham & Watkins LLP as Special Counsel to the Debtors Effective as of January 13, 2022 [D.I. 4627] (the "**Latham & Watkins Retention Application**"). On April 18, 2022, the Bankruptcy Court entered an order approving the Latham & Watkins Retention Application [D.I. 4670].

- On April 19, 2022, the Debtors filed the Debtors' Application for Entry of an Order Pursuant to Section 327(e) and 328(a) of the Bankruptcy Code Authorizing the Retention and Employment of Reed Smith LLP as Special Insurance Counsel, Nunc Pro Tunc to March 1, 2022 [D.I. 4674] (the "**Reed Smith Retention Application**"). On May 18, 2022, the Bankruptcy Court entered an order approving the Reed Smith Retention Application [D.I. 4850].

- On April 3, 2024, the Debtors filed the Application of the Debtors to Retain and Employ BDO USA, P.C. as Accountant to the Debtors and Debtors in Possession Pursuant to Sections 327(a), 328(a), and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, Effective as of March 13, 2024 [D.I. 6290] (the "**BDO Retention Application**"). On April 24, 2024, the Bankruptcy Court entered an order approving the BDO Retention Application [D.I. 6324].

On April 29, 2021, the United States Trustee filed the Motion of United States Trustee Pursuant to sections 105(a), 327, 328, and 330 of the Bankruptcy Code and Rule 2014 of the Federal Rules of Bankruptcy Procedure for Entry of an Order Approving (1) Settlement Agreement with Skadden, Arps, Slate, Meagher & Flom, LLP, Wilmer Cutler Pickering Hale and Dorr LLP,

and Dechert LLP and (2) Certain Releases by the Debtors [D.I. 2763] (the "**Settlement Motion**"). As set forth in the Settlement Motion, Skadden, Arps, Slate, Meagher & Flom, LLP; Wilmer Cutler Pickering Hale and Dorr LLP; and Dechert LLP (collectively, the "**Firms**") did not disclose a written joint defense and common interest agreement that they each entered into prepetition on behalf of the Debtors with various other parties, including members of the Sackler families, as a "connection" at the time of filing of their respective retention applications. The United States Trustee and the Firms disagree about whether the common interest agreement is a "connection" that is required to be disclosed. The Motion seeks approval of a settlement agreement between the United States Trustee and the Firms under which the Firms agree to supplement their retention applications to reflect any common interest or joint defense agreement that the Firms entered into on behalf of Debtors with any party in interest identified in the most recent list provided by Debtors' bankruptcy counsel and the Firms will collectively reduce their pending or future fee applications or monthly fee statements, as applicable, by $1.0 million in the aggregate. The United States Trustee and the Debtors and their estates will release the Firms from all claims relating to alleged disclosure failures concerning common interest agreements. On May 20, 2021, the Bankruptcy Court entered an order approving the Settlement Motion [D.I. 2890].

E. CCAA Proceedings

On September 19, 2019, the Ontario Superior Court of Justice (Commercial List) in Toronto, Ontario, Canada (the "**Canadian Court**") entered the *Initial Recognition Order (Foreign Main Proceeding)* pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, that, among other things, recognized the Chapter 11 Cases as foreign main proceedings (Court File No. CV-19-627656-00CL) (the "**CCAA Proceedings**").

The orders issued by the Canadian Court, among other things, (i) recognized the Chapter 11 Cases as "foreign main proceedings" under the CCAA; (ii) stayed all proceedings in Canada currently under way against or in respect of any of the Debtors or affecting their business or property (the "**Stay**"); (iii) appointed Ernst & Young Inc. as information officer to report to the Canadian Court, creditors and other stakeholders in Canada on the status of the Chapter 11 Proceedings; and (iv) recognized certain orders entered in the Chapter 11 Cases to permit the Chapter 11 Debtors to continue operating their respective businesses during the course of the Chapter 11 Proceedings.

On December 30, 2019, the Canadian Court entered the *Related Party Stay Order* in the CCAA Proceedings (the "**Related Party Stay**") which recognized the Injunction Order in Canada and stayed all opioid-related proceedings against certain related persons, US affiliated entities, and Canadian affiliated entities of the Debtors, including Purdue Pharma Inc., Purdue Frederick Inc., and Purdue Pharma (collectively, "**Purdue Canada**").[44]

On December 1, 2021, PPLP filed a motion seeking recognition of the September 2021 Confirmation Order in the CCAA Proceedings following issuance by the Bankruptcy Court. The

[44] As used in this sentence, "Purdue Pharma Inc." and "Purdue Pharma" refer to Canadian entities that are IACs and not the Debtor entities PPI or PPLP. Purdue Canada generally consists of IACs which are non-debtor entities.

recognition motion was adjourned pending the appeal of the September 2021 Confirmation Order to the District Court and subsequently abandoned following the Harrington Decision.

The Stay and Related Party Stay in the CCAA Proceedings has been lifted for certain limited purposes as follows:

- On September 21, 2021, the Canadian Court, with the consent of PPLP, (i) lifted the Related Party Stay to permit a private claimant plaintiff in a putative class action before the Superior Court of Quebec to proceed with an application for authorization and/or certification as against Purdue Canada; and (ii) lifted the Stay and Related Party Stay to permit the plaintiff in a Saskatchewan patient class action to continue its application for settlement approval of the Canadian Patient Class Action Settlement (defined below) before the Court of King's Bench of Saskatchewan;

- On June 1, 2022, the Canadian Court, with the consent of PPLP, lifted the Related Party Stay against Purdue Canada to permit a private claimant plaintiff in a putative class action before the Ontario Superior Court of Justice to proceed with a motion for certification against Purdue Canada;

- On November 15, 2022, the Canadian Court, with the consent of PPLP, lifted the Related Party Stay to allow an application for approval of the Canadian Government Settlement (defined below) to proceed before the British Columbia Supreme Court; and

- On January 6, 2023, the Canadian Court, with the consent of PPLP, lifted the Related Party Stay to permit certain first nations and municipalities as plaintiffs in putative class actions to (i) proceed with motions for certification against Purdue Canada before the Court of King's Bench of Saskatchewan and the Court of King's Bench of Alberta; and (ii) issue claims against certain affiliates of PPLP's owners in respect of claims related to opioid-related activities.

1. The Canadian Settlements

(i) The Canadian Patient Class Action Settlement

Pursuant to a settlement agreement dated March 8, 2017, PPLP, certain other US affiliates, and Purdue Canada agreed to settle ten class actions commenced in nine Canadian provinces in exchange for an all-inclusive settlement amount of CAD $19 million (later increased to CAD $20 million) (the "**Canadian Patient Class Action Settlement**"). The class actions were collectively brought on behalf of proposed classes of Canadians who were prescribed and had used OxyContin or OxyNeo since 1995, and who allegedly became addicted or otherwise suffered damages as a result of an alleged conspiracy by the defendants to market OxyContin and OxyNeo as less addictive than known to the defendants, and for a wider range of patients than approved by Health Canada.

The Canadian Patient Class Action Settlement was conditional on settlement approval orders being issued by the Ontario, Nova Scotia, Quebec and Saskatchewan courts. The Canadian Patient Class Action Settlement was approved by the Ontario Superior Court of Justice on July 20, 2017, the Supreme Court of Nova Scotia on August 2, 2017, and the Superior Court of Quebec on August 21, 2017. The Canadian Patient Class Action Settlement was approved by the Court of King's Bench of Saskatchewan on September 23, 2022 and the class actions were subsequently dismissed on consent pursuant to the terms of the Settlement.

(ii) **The Canadian Government Settlement**

On May 17, 2022, Purdue Canada and 14 federal, provincial, and territorial governments in Canada (collectively, the "**Canadian Governments**") entered into an agreement to settle a proposed class action commenced in British Columbia against Purdue Canada and numerous manufacturers and distributors of opioids (including PPLP and the Purdue Frederick Company Inc.) seeking recovery of healthcare costs allegedly resulting from wrongful conduct in relation to the opioid crisis (the "**Canadian Government Settlement**"). Pursuant to the Canadian Government Settlement, Purdue Canada will pay CAD $150 million over seven years, protected by Purdue Canada's agreement to grant the class a security interest over its personal and real property.

The application for settlement approval was heard on December 15 and 16, 2022 before the British Columbia Supreme Court. Lac La Ronge Indian Band and another non-party applied for leave to intervene and sought to oppose the Canadian Government Settlement, claiming, among other things, that the Canadian Government Settlement, and the security interest proposed, was unfair and unreasonable and that there was a "legitimate concern as to whether any funds would remain" for other Canadian unsecured creditors of Purdue Canada following implementation of the Settlement.

The British Columbia Supreme Court denied the applications to intervene, noting that they were not creditors of Purdue Canada, and approved the Canadian Government Settlement. Lac La Ronge appealed the Court's orders to the British Columbia Court of Appeal and the Canadian Governments brought a motion to quash the appeals, which motion was granted on February 22, 2024.

The Peter Ballantyne Cree Nation, Lac La Ronge Indian Band, the City of Grand Prairie and the Corporation of the City of Brantford (collectively, the "**Objecting Canadian First Nations and Municipalities**") subsequently filed a motion in the CCAA Proceedings seeking to stay the implementation of the Canadian Government Settlement until Purdue Canada demonstrated that it was not insolvent and that the implementation of the Canadian Government Settlement was not unlawful, preferential or an abuse of process.

In reasons for decision dated June 6, 2024, the Canadian Court dismissed the Objecting Canadian First Nations and Municipalities' motion finding that "Purdue Canada is solvent and the Settlement was structured with the objective of Purdue Canada remaining a going concern." The Objecting Canadian First Nations and Municipalities subsequently filed a Notice of Motion for Leave to Appeal the decision of the Canadian Court to the Court of Appeal for Ontario. On October 1, 2024, the Notice of Motion for Leave to Appeal was dismissed for delay.

The Canadian Government Settlement became effective as of May 22, 2024 and Purdue Canada made the initial payment under the agreement on June 21, 2024.

F. Preliminary Injunction and Voluntary Injunction

On September 18, 2019, the Debtors filed the *Motion for a Preliminary Injunction* [Adv. Proc. No. 19-08289, D.I. 2, 3] (the "**Preliminary Injunction Motion**") for a preliminary injunction (the "**Preliminary Injunction**") to stay active litigation against the Debtors, as well as against their current and former owners (including any trusts and their respective trustees and beneficiaries), officers, directors, employees, and associated entities, arising out of the Debtors' manufacture, distribution, and sale of prescription opioid medications.

The Preliminary Injunction Motion also sought entry of a voluntary injunction against the Debtors, enjoining the Debtors from, among other things, promoting opioid Products and providing financial support to third parties for the purpose of promoting opioids or opioid Products, subject to enforcement by the Bankruptcy Court (the "**Voluntary Injunction**"). The Debtors requested that the unprecedented Voluntary Injunction be entered to subject themselves to the coercive power of the Court with respect to the commitments set forth therein, to make clear that they are not in any way using chapter 11 as an improper shield for conduct challenged in the Pending Actions, and to demonstrate that they are committed to safely and responsibly maintaining the continuity of supply of the Debtors' FDA-approved medications and fully complying with all federal and state laws and regulations governing pharmaceutical companies.

On October 11, 2019, the Bankruptcy Court held an evidentiary hearing on the Debtors' Preliminary Injunction Motion. The Preliminary Injunction Motion was supported by certain estate stakeholders, including the Creditors' Committee and Ad Hoc Committee, and was opposed by the NCSG and other objectors. On October 11, 2019, the Bankruptcy Court issued an oral ruling entering the Preliminary Injunction, including the Voluntary Injunction, on an interim basis through and including November 6, 2019. *See* Order Pursuant to 11 U.S.C. § 105(a) Granting, in part, Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Oct. 11, 2019) [D.I. 82]. On November 6, 2019, the Bankruptcy Court granted the Preliminary Injunction, including the Voluntary Injunction, through April 8, 2020, again over the objection of the NCSG and other objectors, including certain Tennessee plaintiffs (the "**Tennessee Plaintiffs**"). *See* Second Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Nov. 6, 2019) [D.I. 105]. On March 30, 2020, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, for an additional 180 days, until October 5, 2020, over the limited objection of the NCSG and the Tennessee Plaintiffs. *See* Eighth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Mar. 30, 2020) [D.I. 168].[45] On October 1, 2020, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until March 1, 2021, over the

[45] On August 11, 2020, in an appeal filed by the Tennessee Plaintiffs, the United States District Court for the Southern District of New York affirmed the Preliminary Injunction, as extended by the Bankruptcy Court on March 30, 2020. *See In re Purdue Pharmaceuticals, L.P.*, No. 19-cv-10941 (CM), 2020 WL 4596869 (S.D.N.Y. Aug. 11, 2020).

limited objection of the NCSG, the Tennessee Plaintiffs, and certain other objectors. *See* Thirteenth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Oct. 1, 2020) [D.I. 194]. On March 1, 2021, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until March 24, 2021, over the limited objection of the Tennessee Plaintiffs. *See* Fifteenth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Mar. 1, 2021) [D.I. 224]. On March 26, 2021, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until April 21, 2021, over the objections of the NCSG, the Ad Hoc Committee on Accountability, and Tennessee Plaintiffs. *See* Sixteenth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Mar. 26, 2021) [D.I. 241]. On April 22, 2021, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until May 20, 2021, over the objections of the NCSG and the Ad Hoc Committee on Accountability. *See* Seventeenth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Apr. 22, 2021) [D.I. 254]. On May 20, 2021, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until July 16, 2021, over the objections of the NCSG and the Ad Hoc Committee on Accountability. *See* Eighteenth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. May 24, 2021) [D.I. 264]. On June 17, 2021, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until August 31, 2021, over the objections of the NCSG. *See* Nineteenth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. June 17, 2021) [D.I. 274]. On August 30, 2021, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until September 1, 2021. *See* Twentieth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Aug. 30, 2021) [D.I. 286]. On September 2, 2021, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until entry of the Plan Confirmation Order and the expiration of the stay of such Plan Confirmation Order. *See* Twenty-First Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Sep. 2, 2021) [D.I. 287]. On September 21, 2021, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until entry of the Plan Confirmation Order and the expiration of the stay of such Plan Confirmation Order. *See* Twenty-Second Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Sep. 21, 2021) [D.I. 291]. On January 3, 2022, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until February 1, 2022, over the objections of the Canadian Municipality Creditors, the Canadian First Nation Creditors, the State

of Connecticut and the State of Washington. *See* Twenty-Third Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Jan. 3, 2022) [D.I. 314]. On February 1, 2022, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until February 17, 2022, over the objections of the Plaintiffs' Executive Committee. *See* Twenty-Fourth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Feb. 1, 2022) [D.I. 323]. On February 17, 2022, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until March 3, 2022, over the objections of the Plaintiffs' Executive Committee. *See* Twenty-Fifth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Feb. 17, 2022) [D.I. 333]. On March 2, 2022, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until March 23, 2022. *See* Twenty-Sixth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Mar. 2, 2022) [D.I. 338]. On March 23, 2022, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until April 27, 2022. *See* Twenty-Seventh Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Mar. 23, 2022) [D.I. 349]. On April 29, 2022, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until 30 days after the decision by the United States Court of Appeals for the Second Circuit (the "**Second Circuit**") in the appeals from the District Court's December 16, 2021 order, consolidated and captioned as *In re Purdue Pharma L.P. et al.*, No. 22-110- bk(L) (the "**Second Circuit Appeal**"). *See* Twenty-Eighth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Apr. 29, 2022) [D.I. 356]. On August 19, 2022, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until 30 days after the Second Circuit decision in the Second Circuit Appeal, over the objections of Fredrick Hill. *See* Twenty-Ninth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Aug. 19, 2022) [D.I. 379]. On October 4, 2022, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until 30 days after the Second Circuit decision in the Second Circuit Appeal. *See* Thirtieth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Oct. 4, 2022) [D.I. 391]. On December 5, 2022, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until 30 days after the Second Circuit decision in the Second Circuit Appeal. *See* Thirty-First Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Dec. 5, 2022) [D.I. 400]. On February 7, 2023, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until 30 days after the Second Circuit decision in the Second Circuit Appeal, over the objections of the Lac

La Ronge Indian Band. *See* Thirty-Second Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Feb. 7, 2023) [D.I. 410]. On July 12, 2023, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until the earlier of (1) the date that an order confirming a plan of reorganization is entered and not subject to any stay; and (2) 30 days after entry of an opinion or order vacating or reversing the May 30, 2023 judgment of the Second Circuit (the "**Second Circuit Decision**") in the Second Circuit Appeal, over the objections of the Lac La Ronge Indian Band. *See* Thirty-Third Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. July 12, 2023) [D.I. 432]. On January 23, 2024, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until the earlier of (1) the date that an order confirming a plan of reorganization is entered and not subject to any stay; and (2) 30 days after entry of an opinion or order vacating or reversing the Second Circuit Decision in the Second Circuit Appeal, over the objections of Rosemary Walker. *See* Thirty-Fourth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Jan. 23, 2024) [D.I. 460]. On May 31, 2024, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until the earlier of (1) the date that an order confirming a plan of reorganization is entered and not subject to any stay; and (2) 30 days after entry of an opinion or order vacating or reversing the Second Circuit Decision in the Second Circuit Appeal, over the objections of Fredrick Hill. *See* Thirty-Fifth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. May 31, 2024) [D.I. 484]. On July 10, 2024, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until 60 days after entry of the Post-Confirmation Mediation Order, over the objections of Fredrick Hill. *See* Thirty-Sixth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. July 10, 2024) [D.I. 506]. On September 6, 2024, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until October 28, 2024. *See* Thirty-Seventh Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Sep. 6, 2024) [D.I. 533]. On September 27, 2024, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until December 2, 2024. *See* Thirty-Eighth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Sep. 27, 2024) [D.I. 557]. On November 1, 2024, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until January 2, 2025. *See* Thirty-Ninth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Nov. 1, 2024) [D.I. 583]. On December 2, 2024, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until January 22, 2025. *See* Fortieth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction,

Purdue Pharma L.P. v. Commonw. of Mass., Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Dec. 2, 2024) [D.I. 610]. On December 23, 2024, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until February 24, 2025. *See* Forty-First Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Dec. 23, 2024) [D.I. 634]. On January 27, 2025, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until April 29, 2025. *See* Forty-Second Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Jan. 27, 2025) [D.I. 656]; On February 28, 2025, the Bankruptcy Court entered an order granting the Debtors' motion to extend the Preliminary Injunction, including the Voluntary Injunction, until May 30, 2025. *See* Forty-Third Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction, *Purdue Pharma L.P. v. Commonw. of Mass.*, Adv. Pro. No. 19-08289 (Bankr. S.D.N.Y. Feb. 28, 2025) [D.I. 670] (the "**Injunction Order**").[46]

The Voluntary Injunction, the terms of which reflect extensive discussions with and input from parties-in-interest including the NCSG, enjoins the Debtors from, among other things: (i) engaging in the promotion of opioids or opioid Products to prescribers and patients, including through (a) employing sales representatives to promote opioids or opioid Products, or (b) supporting (financially, in kind or by distributing) any advertising that promotes opioid or opioid Products, whether print or online; (ii) compensating (x) sales or marketing employees through agreements or packages tied to sales volume, sales goals, or sales quotas for opioid Products, or (y) any person for the prescribing, sale, use, or distribution of opioid Products (except through rebates, chargebacks, and/or savings cards); and (iii) sponsoring or supporting (financially or in kind) any medical society or patient advocacy group for the purpose of promoting opioid Products. There are exceptions in the Voluntary Injunction to permit Debtors, among other things, to maintain a corporate website and to continue to provide information required by law, scientific and medical information, and information on the FDA-approved labeling.

G. Appointment of Monitor

At the Bankruptcy Court's suggestion, the Debtors agreed to retain a monitor, selected in consultation with the Creditors' Committee, the NCSG, and the Ad Hoc Committee, to report on the Debtors' compliance with the terms of the Voluntary Injunction every 90 days. On February

[46] Arizona, California, Colorado, Connecticut, Delaware, the District of Columbia, Hawaii, Idaho, Illinois, Iowa, Maine, Maryland, Massachusetts, Minnesota, New Hampshire, New Jersey, New York, Nevada, North Carolina, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia, Washington, Wisconsin, the NCSG (as listed on the October 11, 2019 Verified Statement pursuant to Bankruptcy Rule 2019 filed under D.I. 296 of Case No. 19-23649), the AHC and each of its members (as listed on the October 10, 2019 Verified Statement pursuant to Bankruptcy Rule 2019 filed under D.I. 279 of Case No. 19-23649), and the MSGE and each of its members (as listed on the October 30, 2019 Verified Statement pursuant to Bankruptcy Rule 2019 filed under D.I. 409 of Case No. 19-23649) (collectively, the "**Voluntarily Bound Parties**") have each consented and agreed to continue to abide by the terms of the *Seventeenth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction*, without the need to have any order entered against them.

21, 2020, the Debtors retained Secretary Thomas J. Vilsack, former United States Secretary of Agriculture and former Governor of Iowa, to serve as the monitor ("**Monitor**").

On May 20, 2020, the Monitor filed the Initial Monitor Report [D.I. 1175] (the "**Initial Monitor Report**") with the Bankruptcy Court, describing actions taken by the Monitor to date to determine compliance with the terms and conditions of the Voluntary Injunction and providing a set of recommendations. On August 18, 2020, the Monitor filed the Second Monitor Report [D.I. 1584] (the "**Second Monitor Report**") with the Bankruptcy Court, describing the steps taken since the Initial Monitor Report to determine compliance with the terms and conditions of the Voluntary Injunction, including retention of expert services, and providing a set of further recommendations. On November 16, 2020, the Monitor filed the Third Monitor Report [D.I. 1956] (the "**Third Monitor Report**") with the Bankruptcy Court, describing the steps taken since the Second Monitor Report to determine compliance with the terms and conditions of the Voluntary Injunction and providing a set of further recommendations. On February 3, 2021, the Monitor filed the Fourth and Final Monitor Report [D.I. 2350] (the "**Fourth Monitor Report**") describing the steps taken since the Third Monitor Report to determine compliance with the terms and conditions of the Voluntary Injunction and providing a set of further recommendations. In each of these four reports, the Monitor stated that the Debtors had been "responsive and cooperative" with the Monitor and that they had made "good faith efforts to comply with the terms and conditions of the Voluntary Injunction."

On February 3, 2021, pursuant to the Fourth Monitor Report, Secretary Vilsack formally requested in the Fourth Monitor Report to be discharged of his duties as Monitor. On February 18, 2021, the Debtors retained Stephen Bullock, former Montana Governor and former Montana Attorney General, to replace Secretary Vilsack as Monitor.

On May 20, 2021, the Monitor (now Stephen Bullock) filed the Fifth Monitor Report [D.I. 2891]. On August 19, 2021, the Monitor filed the Sixth Monitor's Report [D.I. 3613]. On November 22, 2021, the Monitor filed the Seventh Monitor's Report [D.I. 4166]. On February 22, 2022, the Monitor filed the Eighth Monitor Report [D.I. 4380]. On May 20, 2022, the Monitor filed the Ninth Monitor Report [D.I. 4856]. On June 29, 2022, the Monitor filed the Tenth Monitor Report [D.I. 4928]. On August 22, 2022, the Monitor filed the Eleventh Monitor Report [D.I. 5031]. On November 14, 2022, the Monitor filed the Twelfth Monitor Report [D.I. 5235]. On February 20, 2023, the Monitor filed the Thirteenth Monitor Report [D.I. 5454]. On May 22, 2023, the Monitor filed the Fourteenth Monitor Report [D.I. 5624]. On August 18, 2023, the Monitor filed the Fifteenth Monitor Report [D.I. 5823]. On November 20, 2023, the Monitor filed the Sixteenth Monitor Report [D.I. 6023]. On February 20, 2024, the Monitor filed the Seventeenth Monitor Report [D.I. 6221]. On May 17, 2024, the Monitor filed the Eighteenth Monitor Report [D.I. 6362]. On August 16, 2024, the Monitor filed the Nineteenth Monitor Report [D.I. 6621]. On November 15, 2024, the Monitor filed the Twentieth Monitor Report [D.I. 6922]. On February 13, 2025, the Monitor filed the Twenty-First Monitor Report [D.I. 7202]. In each of these reports, the Monitor stated that the Debtors had been "responsive" with the Monitor and "appear to be making a good-faith effort to comply with the terms and conditions of the Injunction."

H. Appointment of Fee Examiner

On April 8, 2020, the Bankruptcy Court entered the *Order Authorizing Appointment of Independent Fee Examiner Pursuant to 11 U.S.C. § 105(a) and Modifying Interim Compensation Procedures for Certain Professionals Employed Pursuant to 11 U.S.C. § 327* [D.I. 1023], appointing David M. Klauder as the fee examiner in these Chapter 11 Cases.

I. Emergency Relief Fund Negotiations

Soon after the Petition Date, negotiations began between the Debtors, the Creditors' Committee, the AHC, the NCSG, the MSGE and various other stakeholders regarding a proposal to dedicate approximately $200 million of the Debtors' cash on hand to establish an emergency relief fund (the "**ERF**" or the "**Emergency Relief Fund**") during the pendency of the Chapter 11 Cases to provide emergency relief and assistance to respond to the opioid crisis. The Debtors supported the proposal to establish the ERF and believed that the ERF should be distributed as quickly and efficiently as practicable, with the goal of putting the Debtors' assets to work funding worthy causes on the front lines of the opioid crisis rather than sitting on the Debtors' balance sheet.

After high-level negotiations among the parties regarding the nature of the ERF during the initial months of the Chapter 11 Cases, both the Creditors' Committee and AHC began developing detailed proposals for the structure of the ERF. While the AHC worked extensively with governmental constituencies to develop their proposal, the Debtors in parallel worked with the Creditors' Committee to refine the Creditors' Committee's initial proposal. During this time, the parties also continued to engage with each other regarding their high-level goals and priorities in structuring the ERF. On January 22, 2020, the Debtors and the Creditors' Committee provided a working draft proposed structure of the ERF to the AHC, and the AHC provided a draft proposal for the structure of the ERF that had the support of their group and reflected extensive input from the NCSG (although not their formal endorsement). The Debtors then worked extensively with the Creditors' Committee and AHC to understand the goals underlying their respective proposals as well as engaged with the NCSG and the MSGE to understand their specific viewpoints. On February 27, 2020, the Debtors hosted dozens of representatives of major creditor constituencies and interested governmental organizations at a summit in an attempt to negotiate the terms of a unified proposal for an ERF. The Debtors also attempted to craft a proposal that incorporated concepts from the proposals of both the Creditors' Committee and AHC in order to reach a compromise.

These extensive and good-faith negotiations, however, failed to yield full consensus among the parties regarding the proposed structure and governance of the ERF. While the parties were able to reach agreement on the total size of the ERF, the geographic distribution of the funds, and the process of developing initial state/territory-level grant funding proposals, the parties were unable to reach agreement on, among other things, (i) the composition of an ERF review board that would oversee grant allocation decisions and the level of oversight to be provided by such board and (ii) the types of programs that should be eligible for grants, including the degree to which grants should be allocated to newly developed programs relative to existing programs.

Nevertheless, while the parties were not able to reach agreement on an ERF structure that was fully supported by all major case constituencies, the Plan maximizes the value of the Debtors' Estates for the benefit of their stakeholders.

J. Bar Date

On January 3, 2020, the Debtors filed the *Debtors' Motion for Entry of an Order (I) Establishing Deadlines for Filing Proofs of Claim and Procedures Relating Thereto, (II) Approving the Proof of Claim Forms, and (III) Approving the Form and Manner of Notice Thereof* [D.I. 717] (the "**Bar Date Motion**"). On February 3, 2020, the Bankruptcy Court entered an order approving the Bar Date Motion [D.I. 800] (the "**Bar Date Order**"), establishing 5:00 p.m. (Prevailing Eastern Time) on June 30, 2020 (the "**Initial General Bar Date**") as the deadline for all persons and entities (including, without limitation, individuals, partnerships, corporations, joint ventures, trusts, governmental units and Native American Tribes), holding a prepetition claim, as defined in section 101(5) of the Bankruptcy Code (a "**Claim**"), against the Debtors which arose on or prior to the Petition Date, to file a proof of claim. On May 20, 2020, the Debtors filed the *Debtors' Motion Pursuant to 11 U.S.C. §§ 105(a) and 501 and Fed. R. Bankr. P. 2002 and 3003(c)(3) for Entry of an Order (I) Extending the General Bar Date for a Limited Period and (II) Approving the Form and Manner of Notice Thereof* [D.I. 1178] (the "**Bar Date Extension Motion**"). On June 3, 2020, the Bankruptcy Court entered an order approving the Bar Date Extension Motion [D.I. 1221] (the "**Bar Date Extension Order**"), extending the Initial General Bar Date to July 30, 2020 at 5:00 p.m. (Prevailing Eastern Time) (the "**General Bar Date**").

Specifically, the Bar Date Extension Order established the following deadlines for filing proofs of claim:

- **General Bar Date**: 5:00 p.m. (prevailing Eastern Time) on July 30, 2020, as the deadline for each person (as defined in section 101(41) of the Bankruptcy Code), governmental unit (as defined in section 101(27) of the Bankruptcy Code), and Native American Tribe to file a proof of claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors which arose on or prior to September 15, 2019.

- **Rejection Damages Bar Date**: the later of: (i) the General Bar Date; and (ii) thirty (30) days after entry of any order authorizing the rejection of such executory contract or unexpired lease of the Debtors as the deadline by which claimants asserting claims resulting from the Debtors' rejection of an executory contract or unexpired lease must file proofs of claim for damages arising from such rejection.

- **Amended Schedules Bar Date**: the later of: (i) the General Bar Date; and (ii) thirty (30) days after such holders of affected claims are served with notice that the Debtors amended their Schedules of Assets and Liabilities and/or Statements of Financial Affairs (collectively, the "**Schedules**") to identify, reduce, delete, or change the amount, priority, classification, or other status of such a claim as the deadline by which claimants holding claims affected by such amendment or supplement must file proofs of claim with respect to such claim.

The Debtors' notice program provided actual notice of the Bar Dates to known claimants, and included a supplemental notice plan (the "**Supplemental Notice Plan**") to provide an extraordinarily broad array of forms of publication notice to unknown claimants.

The Bar Date form of notice (the "**Bar Date Notice**") (i) notified claimants of the Bar Dates: (a) who must file a proof of claim, (b) the procedures for filing a proof of claim, and (c) the consequences of failing to timely file a proof of claim; and (ii) stated that for a claim to be validly and properly filed, a signed original of the proof of claim form, together with any accompanying documentation, must be filed with Kroll Restructuring Administration LLC or the Bankruptcy Court on or before the appropriate Bar Date. The Debtors provided actual notice of the Bar Dates to all known claimants by serving them with the following: (x) the Bar Date Notice and (y) the appropriate proof of claim form(s) and instructions.

The Supplemental Notice Plan employed six additional primary methods of providing notice: (i) paid media (e.g., television, radio, magazine, and newspaper); (ii) online displays across multiple devices and videos (e.g., YouTube); (iii) social media campaigns (e.g., Facebook, Twitter); (iv) out-of-home advertising (e.g., billboards); (v) earned media (e.g., press releases, blogs); and (vi) community outreach.

The Supplemental Notice Plan provided publication notice to areas where claims have arisen or where potential claimants may now be located, including the United States and the U.S. Territories of Guam, U.S. Virgin Islands, Mariana Islands, American Samoa, and Puerto Rico, using the following: (i) broadcast and cable television, radio (terrestrial and streaming), and traditional print media such as magazines and newspapers; (ii) various online displays and videos on websites such as YouTube and Google; (iii) social media, networking and engaging influencers on websites such as Facebook, Instagram, Twitter, and LinkedIn; (iv) static and digital billboards located in high-traffic areas; (v) press releases; and (vi) community outreach via a one-page notice to (a) all prescribers of Purdue brand name medications, (b) U.S. pharmacies and institutions that received certain brand name and generic opioid medications, and (c) third-party organizations such as tribal leaders, veterans communities, treatment and addiction centers, mobile health teams, mining communities, religious leaders, homeless and women's shelters, and government agencies. The Supplemental Notice Plan provided publication notice in both French and English in Canada using the following: (i) traditional print media such as magazines and newspapers; (ii) online and social media, including Google, Facebook, Instagram, and YouTube; and (iii) press releases.

Additionally, the Debtors published the notice of the Bar Dates across several print publications in the United States and Canada. In the United States, the Debtors published the full Bar Date Notice in three (3) nationally circulated newspapers and published a summary notice of the Bar Dates in eight (8) consumer magazines, fourteen (14) industry-specific trade magazines, and seventy-nine (79) local newspapers in eleven (11) states. In Canada, the Debtors published a summary notice of the Bar Dates in nine (9) nationally distributed magazines and three (3) nationally circulated newspapers.

The Supplemental Notice Plan cost over $20 million and included a total of over 1.5 billion impressions across social media, display and search platforms. The nearly unprecedented reach and cost of the Supplemental Notice Plan, which the Debtors developed while engaging extensively with key creditor constituencies, was carefully tailored to the circumstances of

potential claims and provided publication notice far beyond what is customary in typical chapter 11 cases. The Bankruptcy Court included in the Bar Date Order its finding that the noticing procedures outlined therein constituted good, sufficient and due notice of the Bar Dates and the procedures for filing proofs of claim in these Chapter 11 Cases.

K. Entry into Stipulation in Respect of Certain Canadian Patient Litigation

Prior to the Petition Date, the lead plaintiffs (collectively, the "**Patient Plaintiffs**") in ten class actions (the "**Canadian Patient Class Actions**") that were commenced in each province of Canada (except Manitoba) between May 11, 2007 and June 22, 2012, on one hand, and the defendants in the Canadian Patient Class Actions, on the other hand, entered into a conditional national class action settlement agreement (the "**Patient Settlement Agreement**"). Pursuant to its own terms and Canadian class action legislation, the Patient Settlement Agreement must be approved by the Ontario Superior Court of Justice, the Superior Court of Quebec, the Supreme Court of Nova Scotia and the Saskatchewan Court of Queen's Bench in order to become effective. The Patient Settlement Agreement has yet to receive the approval of the Saskatchewan Court of Queen's Bench (the "**Saskatchewan Court**"). Proceedings in respect of the Canadian Patient Class Actions are currently stayed and suspended pursuant to the *Order Re: Related Party Stay* entered in the CCAA Proceedings on December 30, 2019.

The Debtors and the Patient Plaintiffs are party to the *Amended and Restated Stipulation and Order Permitting the Filing of a Class Proof of Claim Solely for Administrative Convenience in Order to Effectuate a Potential Settlement in Respect of Certain Canadian Patient Litigation* (the "**Patient Claim Settlement Stipulation**"). The Bankruptcy Court entered an order approving the Patient Claim Settlement Stipulation on July 24, 2020 [D.I. 1515]. The purpose of the Patient Claim Settlement Stipulation is to permit the Patient Plaintiffs to file a Proof of Claim on their own behalf, and on behalf of the Patient Class (as defined in the Patient Claim Settlement Stipulation) in the Canadian Patient Class Actions solely for protecting their claims pursuant to the terms of the Patient Settlement Agreement and not for any other purpose.

On July 30, 2020, Class Counsel (as defined in the Patient Claim Settlement Stipulation) filed a Proof of Claim [Claim No. 146518] (the "**Patient Class Proof of Claim**") in accordance with the Patient Claim Settlement Stipulation.

Prior to the Petition Date, non-Debtor Purdue Pharma (Canada), an independent associated company beneficially owned by the Sackler Parties, settled a trust for CAD $20 million (the "**Settlement Trust**"), which is the full amount of the Settlement Payment (as defined in the Patient Settlement Agreement). The funds in the Settlement Trust are held in trust and are sufficient to make payment of the Settled Patient Claims (as defined in the Patient Claim Settlement Stipulation). The funds will only be distributed in accordance with the Patient Settlement Agreement after the occurrence of the Effective Date (as defined in the Patient Settlement Agreement). The Effective Date is the date on which the requisite orders contemplated by the Patient Settlement Agreement have become final orders from which no appeal lies or in respect of which any right of appeal has expired without the initiation of proceedings in respect of that appeal, or proposed appeal such as the delivery of a notice of appeal or application for leave to appeal.

As set forth in the Patient Claim Settlement Stipulation, if the Patient Settlement Agreement is approved by the Saskatchewan Court and the funds held in the Settlement Trust are released for benefit of Holders of Settled Patient Claims (as defined in the Patient Claim Settlement Stipulation), (i) the Patient Settlement Agreement and Patient Class Proof of Claim will be the exclusive remedy for all Settled Patient Claims in the Chapter 11 Cases; (ii) the Patient Settlement Agreement and Patient Class Proof of Claim will supersede and replace any other Proof of Claim or portion thereof filed by any of the Patient Plaintiffs, Settlement Patient Claimants (as defined in the Patient Claim Settlement Stipulation), or counsel to any of the foregoing, in the Chapter 11 Cases in respect of Settled Patient Claims; and (iii) upon the Effective Date (as defined in the Patient Settlement Agreement), the Debtors will be deemed to have been completely and unconditionally released, forever discharged, and acquitted from any and all Settled Patient Claims against the Debtors and from any other Proof of Claim or portion thereof in respect of any Settled Patient Claim filed against any Debtor. If the Patient Settlement Agreement is approved by the Saskatchewan Court and the funds in the Settlement Trust are released for the benefit of Holders of Settled Patient Claims (as defined in the Patient Claim Settlement Stipulation): (i) no Settlement Patient Claimant that filed a Proof of Claim in the Chapter 11 Cases shall receive a recovery in respect of a Settled Patient Claim from any source other than the Settlement Payment made from the Settlement Trust; and (ii) any Settlement Patient Claimant that filed a Proof of Claim in the Chapter 11 Cases shall have the burden of proving that such Proof of Claim is not in respect of a Settled Patient Claim that was released and discharged pursuant to the Patient Claim Settlement Stipulation.

No Distributions will be made on account of any Claims that may constitute Settled Patient Claims unless and until (x) the Saskatchewan Court approves the Patient Settlement Agreement and all funds in the Settlement Trust have been distributed to Holders of Settled Patient Claims (as defined in the Patient Claim Settlement Stipulation) in accordance with the Patient Settlement Agreement or (y) the Saskatchewan Court denies the Patient Settlement Agreement. In the event the Saskatchewan Court does not approve the Patient Settlement Agreement, the Patient Claim Settlement Stipulation will be deemed withdrawn and the Patient Class Proof of Claim will be rescinded and deemed null and void.

The Patient Class Proof of Claim does not otherwise prejudice any proof of claim filed in respect of (a) claims against the Debtors arising on or before the Petition Date other than Settled Patient Claims or any other claims of the Settlement Patient Claimants; (b) Settled Patient Claims or any other claims of the Settlement Patient Claimants in the event the Patient Settlement Agreement is not approved by the Saskatchewan Court or the Effective Date does not otherwise occur under the Patient Settlement Agreement; or (c) any claims of Canadian provincial health insurers, whether direct or subrogated to claims of the Patient Plaintiffs and other members of the Patient Class (as defined in the Patient Claim Settlement Stipulation) (the "**Contingent Claims**"). For the avoidance of doubt, the Contingent Claims are subject to the General Bar Date and any Contingent Claim filed after the General Bar Date will be considered untimely.

L. Sale of Rhodes Technologies Manufacturing Facility and Entry into Supply Agreement

In April 2020, the Debtors made the decision to explore strategic alternatives with respect to Rhodes Tech's API manufacturing business. The Debtors determined that a transition away

from the API manufacturing facility located in Coventry, Rhode Island (the "**Coventry Facility**") would have the effect of unburdening the Debtors from the facility's extensive annual fixed operating costs, creating a variable cost structure as volumes decrease. The Debtors could not, however, transition away from the Coventry Facility without securing an alternative source of APIs from a credible, high-quality supplier with experience in the API manufacturing industry, and doing so at a lower cost than was then incurred by manufacturing APIs "in house." Following an extensive marketing and negotiation process, on September 14, 2020, Debtor Rhodes Technologies, Noramco Coventry LLC (the "**Purchaser**"), and Noramco LLC ("**Normaco**"), as guarantor of Purchaser's obligations, executed an asset purchase agreement (the "**Rhodes APA**") in contemplation of a sale of the Coventry Facility and related assets to the Purchaser and agreed to enter into the Supply Agreement under which Noramco would supply the Debtors with all products then manufactured at the Coventry Facility for a minimum term of seven years, with two two-year renewals available at the Debtors' option (collectively, the "**Coventry Transactions**"). The Rhodes APA also contemplated additional ancillary documents, including a transition services agreement to effectuate the transfer of the Coventry Facility operations from the Debtors to the Purchaser. On October 1, 2020, the Bankruptcy Court entered the *Order (I) Approving Sale of Debtors' Coventry Facility and Related Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (II) Approving Debtors' Entry into a Long-Term API Supply Agreement, (III) Authorizing Assumption and Assignment, or Assignment, as Applicable, of Executory Contracts and Unexpired Leases and (IV) Granting Related Relief* [D.I. 1765]. The sale of the Coventry Facility closed and the parties entered into the Supply Agreement on December 31, 2020.

M. Consideration of Unsolicited Offers for Certain Assets

1. First Interested Party

In August, 2020, the Debtors were contacted on an unsolicited basis by a party (the "**First Interested Party**") interested in discussing a proposed risk evaluation and mitigation strategy ("**REMS**") initiative and a potential acquisition of certain of the Debtors' assets. At the time of this initial contact, the First Interested Party did not have the financial resources to acquire any material portion of the Debtors' assets. Following several discussions between the Debtors' advisors and the First Interested Party, including a call with the Debtors' full management team regarding the proposed REMS initiative in October 2020, the First Interested Party provided in November 2020 an asset purchase indication of interest. Although the First Interested Party had still not demonstrated any ability to provide financing for any potential acquisition proposal, the Debtors determined that it was nevertheless in the best interests of its stakeholders to afford the First Interested Party an opportunity to develop a potential offer. As a result, the Debtors and the First Interested Party entered into a customary confidentiality agreement on November 16, 2020. Between late November 2020 and early January 2021, the Debtors executed additional confidentiality agreements with ten potential financing sources to the First Interested Party at the First Interested Party's request.

On December 3, 2020, the First Interested Party submitted a non-binding proposal to acquire substantially all of the operating assets of the Debtors. Of the aggregate consideration potentially payable to the Debtors under the proposal, approximately 70% was proposed to be paid in cash at closing of a transaction and the remainder was proposed to be payable in cash in the future, subject to material contingencies. The proposal lacked reasonable evidence of the First

Interested Party's ability to obtain the funds required to pay the proposed acquisition consideration. Notwithstanding that the First Interested Party had not provided assurance that it had the ability to obtain the financing necessary to pay for its proposal, in the interest of providing the First Interested Party the opportunity to obtain such financing, the Debtors agreed to commence a process to provide substantial due diligence information regarding the Debtors and their businesses to the First Interested Party, the potential financing sources identified by the First Interested Party, and their respective representatives and advisors.

Beginning in early December 2020 and continuing until late February 2021, the Debtors and their advisors dedicated hundreds of hours of time to obtain, organize, review and process over 22,000 pages of requested due diligence information, at a significant cost to the Debtors in fees and expenses and time commitment of its management and employees. In addition, the Debtors and their advisors conducted numerous due diligence discussions with the First Interested Party and their respective representatives and advisors to allow the First Interested Party to propose an actionable transaction.

After a number of discussions, given the overall status and timeline of the Debtors' bankruptcy process, the Debtors requested that the First Interested Party submit a best and final binding bid with committed financing by January 8, 2021. At the request of the First Interested Party, the Debtors agreed to extend the bid date to January 11, 2021. On January 11, 2021, the First Interested Party submitted a revised proposal. Notwithstanding the bid requirements specified by the Debtors, the revised proposal was non-binding and subject to due diligence and was not supported by any financing commitments, which would have been required to pay the proposed acquisition consideration. Of the aggregate consideration potentially payable to the Debtors under the revised proposal, which was substantially the same as that in the December 3 proposal, only half would now be payable at closing of a transaction, with the remainder payable over a number of years and subject to significant contingencies. In addition, the non-binding proposal lacked material information necessary for the Debtors to evaluate the value of the proposed consideration. On January 14, 2021, the First Interested Party provided certain additional information; however, such information continued to lack significant information necessary for the Debtors to evaluate the proposal. On a number of occasions, the Debtors, together with the Creditors' Committee and the Ad Hoc Committee, sent follow-up questions to the First Interested Party and requested discussions with the First Interested Party. None of these discussions clarified all of the required information necessary to evaluate the proposal.

On January 18, 2021 and January 19, 2021, the First Interested Party submitted letters from several potential financing sources. Notwithstanding the bid requirements specified by the Debtors, the financing letters were non-binding, were subject to due diligence and were subject to further internal approvals of the applicable financing parties. The financing letters also stated that they would not become binding unless and until definitive transaction documents were executed, which the First Interested Party estimated would require an additional 60-day period, and also indicated that the financing sources could seek further syndication of their proposed financing commitments, which would also result in additional delay. Furthermore, certain financing letters described a transaction that would effectively result in parties other than the First Interested Party acquiring significant portions of the Debtors' assets. In addition, the financing letter relating to the proposed acquisition of assets by such other party required the Debtors to deliver certain material assets not owned by the Debtors.

In late January 2021, through ongoing discussions with the First Interested Party, the Debtors learned that the First Interested Party was in fact only intending to assume a fraction of the Debtors' ordinary course postpetition liabilities, leaving approximately $300 million dollars, and possibly more, of postpetition liabilities to be borne by the bankruptcy estate as administrative claims, effectively resulting in a significant reduction in any upfront consideration offered by the First Interested Party. Moreover, the Purdue Pharma L.P. Pension Plan, a single-employer defined benefit pension plan covered by Title IV of ERISA (the "**Purdue Pension Plan**"),[47] would not be transferred with the assets proposed to be acquired, and the Debtors estimated at the time that, if they became subject to unfunded benefit liabilities on account of the Purdue Pension Plan, such claims would likely total approximately $180 million. Moreover, the First Interested Party would not continue the Debtors' Public Health Initiatives or undertake any other initiatives that would have allowed the Debtors to emerge as a public benefit company or similar entity and therefore satisfy the conditions necessary to benefit from the Forfeiture Judgment Credit in the DOJ Resolution.

On February 7, 2021, the First Interested Party submitted a proposal that consisted of a completely revised and further degraded proposed transaction structure. The revised structure contemplated an essentially "seller-financed" transaction whereby the Debtors would effectively transfer substantially all of its assets to the First Interested Party in exchange for no consideration at consummation of such transaction, with the potential for the Debtors' Estates to receive payments over many years as repayment of the seller financing to the extent the First Interested Party was able to generate sufficient revenues and profits in the future. The revised proposed transaction structure continued to include the requirement that significant postpetition liabilities be borne by the bankruptcy estate as administrative claims and the Purdue Pension Plan remain with the bankruptcy estate as described above.

Notwithstanding that the First Interested Party's revised proposals had in each iteration significantly reduced the proceeds reasonably/potentially deliverable to the Debtors, including the reduction in proceeds payable at consummation of a transaction to zero, over the ensuing weeks, the Debtors continued to permit the First Interested Party to conduct further due diligence.

Based on a careful review of all of the materials submitted by, and the discussions that occurred with, the First Interested Party, its potential financing sources and their respective representatives and advisors over many months, the Debtors determined that the proposals submitted by the First Interested Party were not value maximizing for the Debtors and its stakeholders, provided significantly less cash to the estate than the Debtors' Plan, resulted in stakeholders continuing to be tied to the performance of the Debtors' opioids business for a significantly longer period of time than would the Plan, introduced risk of potentially significant negative tax consequences on stakeholders, and were likely not capable of being executed upon by the First Interested Party, and that further diversion of the Debtors' resources towards

[47] The Purdue Pension Plan has approximately 3,200 current participants. PPLP is the contributing sponsor of the Purdue Pension Plan. The Debtors that are members of the contributing sponsor's controlled group within the meaning of 29 U.S.C. §§ 1301(a)(13), (14) are jointly and severally liable with respect to the Purdue Pension Plan. Further, any non-Debtor members of the contributing sponsor's controlled group are also jointly and severally liable with respect to the Purdue Pension Plan.

discussions with the First Interested Party would only result in significant costs to the Debtors with a high risk of no transaction being executed.

2. Second Interested Party

In March 2024, the Debtors were contacted on an unsolicited basis by a party (the "**Second Interested Party**") interested in discussing certain of the Debtors' assets. An introductory meeting between the Debtors' management team, the Debtors' advisors and the Second Interested Party was held on May 3, 2024, and the Debtors subsequently received a diligence list from the Second Interested Party on May 6, 2024. On August 15, 2024, the Debtors' advisors received a non-binding proposal from the Second Interested Party to acquire the Debtors' branded and generic prescription pharmaceutical businesses. The proposal contemplated (1) divesting the pipeline drugs then in development, and (2) with respect to the operating profits of the branded and generic prescription businesses, transferring 25% of such profits to fund the Debtors' Public Health Initiatives and allocating the remaining 75% of such profits to the Second Interested Party.[48] Upon an extensive review of the proposal and following multiple discussions with the Second Interested Party, the Debtors determined that this proposal was not value maximizing for the Debtors and their stakeholders.

On September 11, 2024, the Second Interested Party submitted a revised proposal to the Debtors, presenting several alternative transaction structures. The Debtors, in consultation with its advisors, determined that the revised structure failed to address certain key issues. The Debtors provided feedback to the Second Interested Party on September 18, 2024, outlining a series of non-negotiable terms, which included the Debtors' post-reorganization mission, compliance with the DOJ Settlement, and an obligation to acquire substantially all of the Debtors' assets. The Debtors received a second revised offer on November 1, 2024, which the Second Interested Party presented to the Debtors' management team on December 18, 2024. The Debtors, in consultation with their advisors seriously evaluated the updated proposal, but concluded it did not address all the Debtors' articulated terms and had other shortcomings. In connection with the second revised offer, the Second Interested Party also submitted an additional diligence request to the Debtors.

The Debtors have provided responses to substantially all of the diligence items requested by the Second Interested Party. The Debtors remain open to further enhanced offers from the Second Interested Party.

3. Other Interested Parties

In the course of the Chapter 11 Cases, the Debtors have received other unsolicited offers and/or indications of interest from other parties to acquire some or all of the Debtors' assets. The Debtors, in consultation with their advisors, have given due consideration to each such proposal, consistent with the applicable fiduciary duties to maximize the value of the Debtors' Estates for the benefit of creditors and other stakeholders. To date, the Debtors have not determined any of the foregoing proposals to be actionable.

[48] The Debtors' public health initiatives are described in more detail and defined in Section II(A)(iv).

N. Continuation of Certain Prepetition Employee Compensation Programs

In order to maintain business operations during the Chapter 11 Cases, the Debtors sought to continue certain preexisting employee compensation programs, which were critical to sustain employee morale and protect the value of the Debtors' business. On September 16, 2019, the Debtors filed the *Motion of Debtors for Entry of an Order Authorizing (I) Debtors to (A) Pay Pre-Petition Wages, Salaries, Employee Benefits and Other Compensation and (B) Maintain Employee Benefits Programs and Pay Related Administrative Obligations, (II) Employees and Retirees to Proceed with Outstanding Workers' Compensation Claims and (III) Financial Institutions to Honor and Process Related Checks and Transfers* [D.I. 6] (the "**Wages Motion**"). As part of the relief requested in the Wages Motion, the Debtors sought to continue two long-standing compensation programs: their annual incentive program (the "**AIP**") and their long-term results plan (the "**LTRP**," and together with the AIP, the "**Prepetition Incentive Plans**"). The AIP designates payments on an annual basis to eligible employees based on a combination of employee performance and the performance of the Debtors. The LTRP is a long-term cash incentive program that provides an annual grant to employees based on a three-year performance period. The Debtors also sought, *inter alia*, to continue a non-executive retention plan.

Objections to the Wages Motion were filed by the U.S. Trustee, Nevada Counties and Municipalities, the Commonwealth of Pennsylvania, the NCSG and the State of Arizona [D.I. 134, 190, 196, 197, 201]. The New York State Department of Financial Services also submitted an informal objection [D.I. 99]. The NCSG filed a statement maintaining its and certain of its members' objections insofar as such objections related to the Debtors' CEO [D.I. 557].

The Debtors agreed to multiple partial adjournments of the Wages Motion such that various elements of the relief sought in the Wages Motion were considered at different hearings. Following extensive negotiations with certain creditor groups, the Debtors agreed to certain modifications to the relief sought in the Wages Motion. The Debtors reached agreement on, or agreement not to object to, modified relief with all relevant creditor groups except with respect to the Debtors' CEO's incentive compensation, which was opposed only by the NCSG. The modified relief sought in the Wages Motion was granted in the *Final Order Authorizing (I) Debtors to (A) Pay Prepetition Wages, Salaries, Employee Benefits and Other Compensation and (B) Maintain Employee Benefits Programs and Pay Related Administrative Obligations, (II) Employees and Retirees to Proceed with Outstanding Workers' Compensation Claims and (III) Financial Institutions to Honor and Process Related Checks and Transfers* [D.I. 309]; the *Supplemental Final Order Authorizing (I) Debtors to (A) Pay Certain Prepetition Wages, Salaries, Employee Benefits and Other Compensation and (B) Maintain Employee Benefits Programs and Pay Related Administrative Obligations, (II) Employees and Retirees to Proceed with Outstanding Workers' Compensation Claims and (III) Financial Institutions to Honor and Process Related Checks and Transfers* [D.I. 629] and the *Second Supplemental Final Order Authorizing (I) Debtors to (A) Pay Certain Prepetition Wages, Salaries, Employee Benefits and Other Compensation and (B) Maintain Employee Benefits Programs and Pay Related Administrative Obligations, (II) Employees and Retirees to Proceed with Outstanding Workers' Compensation Claims and (III) Financial Institutions to Honor and Process Related Checks and Transfers* [D.I. 783].

On February 4, 2025, the Debtors filed the *Debtors' Motion for Authorization to (A) Commence "Standard Termination" Proceedings for the Debtors' Defined Benefit Pension*

Plan, (B) Execute Amendments in Connection Therewith and (C) Fund Such Plan and Annuitization of Benefits Thereunder [D.I. 7166] (the "**Purdue Pension Plan Termination Motion**"), pursuant to which, the Debtors sought authorization to effect a "standard termination" of the Purdue Pension Plan. On March 17, 2025, the Bankruptcy Court entered an order approving the Purdue Pension Plan Termination Motion [D.I. 7302].

In order to effectuate a standard termination of the Purdue Pension Plan, the Debtors must make contributions to the Purdue Pension Plan so that it will possess sufficient assets to satisfy all plan benefits and liabilities as of the date of distribution. The Debtors believe that, given the value of Plan assets and the favorable interest rate environment, terminating the Purdue Pension Plan at this time would reduce the risk of future liability and ensure that more funds would be available to creditors. The Debtors expect to contribute approximately $30 million in order to initiate the standard termination process and permit participants to elect lump-sum withdrawals, and the Debtors expect to contribute approximately $13 million of additional funds to be used to purchase annuities in approximately 12-24 months' time for participants who do not elect lump sums.

O. Key Employee Incentive Program and Key Employee Retention Program

The Debtors developed a Key Employee Incentive Program (the "**KEIP**") and the Key Employee Retention Program (the "**KERP**," and together with the KEIP, the "**Compensation Plans**"), in order to ensure the continued motivation, engagement and retention of the Debtors' workforce and the maximization of the value of the Debtors' Estates. On September 9, 2020, the Debtors filed the *Motion of Debtors for Entry of an Order Authorizing Implementation of a Key Employee Incentive Plan and a Key Employee Retention Plan* [D.I. 1674] (the "**Compensation Motion**").

The KEIP, as initially designed, would have applied to the Debtors' eight then-current insider employees, consisting of the: (i) CEO; (ii) CFO; (iii) General Counsel; (iv) Senior Vice President, Intellectual Property Law & Public Health Initiatives; (v) Chief Technical Operations Officer; (vi) President, Imbrium Therapeutics; (vii) President, Rhodes Pharmaceuticals; and (viii) President, Rhodes Technologies. After filing the Compensation Motion, the President of Imbrium Therapeutics and the Debtors' Senior Vice President, Intellectual Property Law & Public Health Initiatives resigned and therefore became ineligible for the proposed KEIP. The KERP applies to virtually all incentive-eligible employees other than the employees covered under the KEIP.

After extensive discussions with creditor groups, the Debtors agreed to certain modifications to the proposed KEIP and KERP. The Debtors also agreed to multiple partial adjournments of the Compensation Motion such that various elements of the relief sought in the Compensation Motion were considered at different hearings. On October 1, 2020, the Bankruptcy Court entered the *Order Authorizing the Debtors to Implement a Key Employee Retention Plan* [D.I. 1762]. On October 28, 2020, the Bankruptcy Court entered the *Order Authorizing the Debtors to Implement a Key Employee Incentive Plan* [D.I. 1861] (the "**2020 KEIP**"), which granted the Debtors authority to implement the KEIP as modified with respect to (i) General Counsel; (ii) Chief Technical Operations Officer; (iii) President, Rhodes Pharmaceuticals; and (iv) President, Rhodes Technologies. On November 18, 2020, the Bankruptcy Court entered the *Supplemental Order Authorizing the Debtors to Implement a Key Employee Incentive Plan*

[D.I. 2002], which granted the Debtors authority to implement the KEIP as modified with respect to the CEO and CFO.

In the four years following implementation of the Compensation Plans in 2020, the Debtors have annually sought approval for successive Compensation Plans that have remained consistent both with the levels negotiated in 2020 with the Creditors' Committee and other critical stakeholders and generally below the compensation levels under the Debtors' longstanding prepetition compensation plans. Moreover, where the Debtors initially sought authority to pay eight participants under the 2020 KEIP, only three KEIP participants remain, dividing the same crucial leadership roles among a leaner executive team. Approval of the Compensation Plans have enabled the Debtors to provide their employees with appropriate, market-based compensation for the duration of the Chapter 11 Case. On September 15, 2021, the Bankruptcy Court entered the *Order Authorizing the Debtors to Implement 2021 Key Employee Incentive Plan* [D.I. 3770], which granted the Debtors authority to implement the 2021 Compensations Plans, including with respect to the (i) Chief Executive Officer; (ii) Chief Financial Officer; (iii) General Counsel; (iv) Chief Technical Operations Officer and (v) President, Rhodes Pharmaceuticals. On May 20, 2022 and, subsequently, on June 27, 2022, the Bankruptcy Court entered the *Order Authorizing the Debtors to Implement 2022 Key Employee Retention Plan and 2022 Key Employee Incentive Plan* [D.I. 4862] and the *Supplemental Order Authorizing the Debtors to Implement 2022 Key Employee Incentive Plan* [D.I. 4924], which granted the Debtors authority to implement the 2022 Compensations Plans, including with respect to the (i) Chief Executive Officer and (ii) General Counsel. On May 30, 2023, the Bankruptcy Court entered the *Order Authorizing the Debtors to Implement 2023 Key Employee Incentive Plan and 2023 Key Employee Retention Plan* [D.I. 5646], which granted the Debtors authority to implement the 2023 Compensations Plans, including with respect to the (i) Chief Executive Officer; (ii) new Chief Financial Officer and (iii) General Counsel. On April 24, 2024, the Bankruptcy Court entered the *Order Authorizing the Debtors to Implement 2024 Key Employee Incentive Plan and 2024 Key Employee Retention Plan* [D.I. 6322], which granted the Debtors authority to implement the 2024 Compensations Plans, including with respect to the (i) Chief Executive Officer; (ii) Chief Financial Officer and (iii) General Counsel.

P. Extension of Exclusive Periods

Section 1121(b) of the Bankruptcy Code provides for a period of one hundred twenty (120) days after the commencement of a chapter 11 case during which time a debtor has the exclusive right to file a plan of reorganization (the "**Exclusive Filing Period**"). In addition, section 1121(c)(3) of the Bankruptcy Code provides that if the debtor files a plan within the Exclusive Filing Period, it shall have a period of one hundred eighty (180) days after commencement of the chapter 11 case to obtain acceptances of such plan (the "**Exclusive Solicitation Period**," and together with the Exclusive Filing Period, the "**Exclusivity Periods**"). Pursuant to section 1121(d) of the Bankruptcy Code, the Bankruptcy Court may, upon a showing of cause, extend the Exclusivity Periods.

The Debtors' Exclusive Filing Period and Exclusive Solicitation Period were initially set to expire on January 13, 2020 and March 13, 2020, respectively. On January 28, 2020, the Court entered the *Order Extending the Exclusive Periods Within Which to File a Chapter 11 Plan and Solicit Acceptances Thereof* [D.I. 782] extending the Exclusive Filing Period and the Exclusive Solicitation Period through and including Monday, July 13, 2020 and Wednesday, September 9,

2020, respectively. On July 24, 2020, the Court entered the *Second Order Extending the Exclusive Periods Within Which to File a Chapter 11 Plan and Solicit Acceptances Thereof* [D.I. 1517] extending the Exclusive Filing Period and the Exclusive Solicitation Period through and including Thursday, December 10, 2020 and Monday, February 8, 2021, respectively. On December 16, 2020, the Court entered the *Third Order Extending the Exclusive Periods Within Which to File a Chapter 11 Plan and Solicit Acceptances Thereof* [D.I. 2143] extending the Exclusive Filing Period and Exclusive Solicitation Period through and including Monday, February 15, 2021 and Monday, May 17, 2021, respectively. On March 1, 2021, the Court entered the *Fourth Order Extending the Exclusive Periods Within Which to File a Chapter 11 Plan* [D.I. 2433] extending the Exclusive Filing Period through and including Monday, March 15, 2021.

Q. Information Sharing/Diligence

From the outset of the Chapter 11 Cases, the Debtors have been committed to transparency and robust information sharing, both of which the Debtors believe are critical in cases of this magnitude and public import. To that end, the Debtors have provided an extensive amount of diligence and discovery material—totaling over 90 million pages—on a wide range of topics, including in response to requests from the Debtors' major creditor groups, such as the Creditors' Committee, the Ad Hoc Committee, the NCSG, the MSGE, the NAS Committee, the Ad Hoc Group of Hospitals, the Personal Injury Claimants, and the DOJ. A select summary of key aspects of the Debtors' information sharing follows:

In addition to the public reports prepared at the direction of the Debtors' Special Committee described in Article II.E above, the Debtors have provided extensive amounts of document discovery to key stakeholders. These materials include, for example, more than 10 million documents, totaling more than 70 million pages, which had been previously produced by the Debtors in the federal multidistrict litigation pending in the Ohio MDL and in similar non-MDL civil litigations, and more than 2.5 million documents, totaling 13.5 million pages, that had been previously produced to the DOJ in connection with its investigation of the Debtors.

These enormous productions, however, only represent a small fraction of the Debtors' information sharing efforts. Recognizing the Creditors' Committee's important role in these Chapter 11 Cases, the Debtors also agreed to undertake review of substantial email and document collections from over 50 custodians, including from additional Sackler Families custodians and Directors, in most cases for time periods going back 25 years, and make corresponding productions. These productions have resulted in the provision of more than 680,000 documents, totaling more than 4.2 million pages, to the Creditors' Committee and NCSG.

The Debtors also reached an extraordinary agreement in connection with a negotiated resolution of two motions filed by the Creditors' Committee to share over 16,000 of the Debtors' privileged documents, which are ordinarily not subject to discovery, with the Creditors' Committee on a common interest basis. These productions included privileged documents related to distributions or transfers of assets from the Company to the Sackler Families or entities owned by or operated for the benefit of Sackler Families members; privileged documents that were contemporaneously sent to or by Sackler Families members or Purdue Board members during their time serving on the Debtors' Board; and privileged documents identified by the Debtors' Special

Committee's counsel as important to its investigation—all of which go to the heart of the investigation of possible estate claims against the Sacklers.

Parallel to the foregoing efforts, the Debtors have separately provided almost a million pages of diligence materials (comprising both original analyses and historical documents) to the Creditors' Committee and other key stakeholders in response to dozens of requests. These include materials comprising original analyses and reams of historical documents on a wide variety of topics, including, for example, compilations of all settlements, lists of all personal injury claims ever filed against Purdue, compilations of licensing and royalty agreements, granular opioid sales data at the prescription level over a 22-year period, and much more.

Finally, the Debtors have worked closely with other parties to support and facilitate extensive discovery and information sharing from members of the Sackler Families and entities associated with them. As a result of the parties' efforts, the Sackler Families, certain financial institutions with which they have had relationships, and other non-Sackler Board members among others, have produced over 600,000 documents (totaling over 3.2 million pages) in these Chapter 11 Cases. The Sackler Families' IACs have also made productions totaling over 830,000 documents and over 8.3 million pages. Finally, another 180,000 documents, totaling over a 1.3 million pages, have been produced from the files of Norton Rose Fulbright LLP, a longtime advisor to the Debtors, the Sackler Families and Sackler-related entities. In addition to these document productions, the Creditors' Committee and NCSG took 16 depositions of members of the Sackler Families, current and former Board members, current employees of the Debtors, and other parties, which counsel for the Debtors' Special Committee attended.

R. Pre-Confirmation Mediation

On February 20, 2020, the Debtors filed the *Debtors' Motion for Entry of an Order Appointing Mediators* [D.I. 855] (the "**Mediation Motion**"), seeking to appoint the Honorable Layn Phillips and Mr. Kenneth Feinberg as co-mediators (together, the "**Mediators**") to conduct mediation in the Chapter 11 Cases and mandating that the Debtors, the Creditors' Committee, and various ad hoc committees and groups in the Chapter 11 Cases participate in mediation (the "**Pre-Confirmation Mediation**"). After a telephonic hearing on March 2, 2020, the Bankruptcy Court entered an order approving the Mediation Motion. *See Order Appointing Mediators* [D.I. 895] (the "**Pre-Confirmation Mediation Order**"). The following parties (collectively, the "**Mediation Parties**") participated in the Pre-Confirmation Mediation: (i) the Debtors; (ii) the Creditors' Committee (including *ex officio* members); (iii) the Ad Hoc Committee;[49] (iv) the NCSG;[50] (v) the MSGE;[51] (vi) the Ad Hoc Group of Individual Victims[52] (the "**Personal Injury Claimants**"); (vii) the Ad Hoc Group of NAS Children [53] (the "**NAS Committee**");

[49] The Rule 2019 Statement for the Ad Hoc Committee is filed at D.I. 279.

[50] The Rule 2019 Statement for the NCSG is filed at D.I. 296.

[51] The Rule 2019 Statement for the MSGE is filed at D.I. 1794.

[52] The Rule 2019 Statement for the Personal Injury Claimants, as amended, is filed at D.I. 3939.

[53] The Rule 2019 Statement for the NAS Committee is filed at D.I. 1582.

(viii) representatives of a group of hospitals in the United States[54] (the "**Ad Hoc Group of Hospitals**"); (ix) counsel for the Blue Cross Blue Shield Association, various private third-party payors and health insurance carrier plaintiffs (the "**Private Third-Party Payors**"); and (x) counsel for a putative class of individual health insurance purchasers[55] (the "**Ratepayers**"). The following parties participated in the Pre-Confirmation Mediation process although they were not "Mediation Parties" as defined in the Pre-Confirmation Mediation Order: (a) the United States of America; (b) the Muscogee (Creek) Nation, a member of the Ad Hoc Committee, the Cheyenne and Arapaho Tribes, an *ex officio* member of the Creditors' Committee, and other federally recognized tribes represented by various counsel from the Tribal Leadership Committee and the Plaintiffs Executive Committee in MDL No. 2804 (the "**Native American Tribes**"); (c) proposed representatives of a putative class of independent public school districts (the "**IPSDs**"); (d) proposed representatives of a putative class of children born with NAS in the State of West Virginia (the "**WV NAS**"); (e) the National Association for the Advancement of Colored People (the "**NAACP**"); and (f) a group of individual victim advocates which refer to themselves as the "Ad Hoc Committee on Accountability."

The Mediators' initial and exclusive objective pursuant to the Pre-Confirmation Mediation Order was to mediate the disputes between the Non-Federal Public Claimants (as defined in the Mediation Motion), on the one hand, and the Private Claimants (as defined in the Mediation Motion), on the other, as to the allocation of value/proceeds available from the Debtors' Estates, including, without limitation, from any settlements, to such claimants, in each case on an aggregate basis as between them. The Pre-Confirmation Mediation provided the least expensive means to achieve a consensual resolution of the Chapter 11 Cases and avoid the protracted, burdensome and costly process associated with testing the validity of each of the claims filed in the Chapter 11 Cases through a claims objection process. The Mediators engaged in numerous informal discussions with the Mediation Parties commencing February 28, 2020, and conducted a series of rigorous formal mediation sessions during the period from March 6, 2020 to September 11, 2020. Additional information regarding the results of the Pre-Confirmation Mediation can be found in the *Mediators' Report* [D.I. 1716] (the "**Mediators' Report**").

On September 30, 2020, the Bankruptcy Court entered the *Order Expanding Scope of Mediation* [D.I. 1756], which authorized the Mediators to continue the Pre-Confirmation Mediation to resolve certain open issues referenced in the Mediators' Report, as well as to mediate the estate causes of action and any potential claims or causes of action held by any of the Non-Federal Public Claimants against members of the Sackler Families.

S. Protocols for the Resolution of Healthcare Liens

1. The United States-PI Claimant Medical Expense Claim Settlement is as follows:

(i) On the Effective Date of the Plan, the PI Trust shall be deemed, without further action of the Bankruptcy Court or the PI Trust, to have irrevocably assigned to the United States the PI Trust's right to receive $26 million from

[54] The Rule 2019 Statement for the Ad Hoc Group of Hospitals is filed at D.I. 1536.

[55] The Rule 2019 Statement for the Ratepayers is filed at D.I. 333.

the Master Disbursement Trust, which amount shall be paid by the Debtors or the Master Disbursement Trust, as applicable, to the United States in the following installments: (x) $13 million from amounts otherwise distributable to the PI Trust from the Initial Non-NAS PI Distribution, to be paid on the Effective Date and (y) $13 million from the first amounts otherwise distributable to the PI Trust pursuant to Section 5.2(e)(iii) of the Plan. For the avoidance of doubt, in no event shall (1) the stated amount of the Initial PI Trust Distribution or amounts payable pursuant to Section 5.2(e)(iii) of the Plan be altered in a manner that would reduce the aggregate amount to be paid to the United States pursuant to Section 5.2(i)(i) of the Plan, (2) the aggregate amount paid to the United States pursuant to Section 5.2(i)(i) of the Plan exceed $26 million, or (3) the United States' claim against the Master Disbursement Trust arising from the assignment described in Section 5.2(i)(i) of the Plan be released until the United States has received payments thereof aggregating to $26 million. The United States shall have the right to enforce the obligations set forth in Section 5.2(i)(i) of the Plan notwithstanding the United States-PI Claimant Medical Expense Claim Releases.

(ii) Notwithstanding Section 10.19 of the Plan, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the PI Trust, each Holder of a PI Claim and, in respect of each of the PI Trust and each Holder of a PI Claim, its respective agents, representatives, heirs, successors and assigns, in their respective capacities as such, shall, without any further action by the Bankruptcy Court, be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by each Holder of a United States-PI Claimant Medical Expense Claim of all United States-PI Claimant Medical Expense Claims and all Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the United States-PI Claimant Medical Expense Claim Settlement (other than a Cause of Action to enforce the United States-PI Claimant Medical Expense Claim Settlement, including, but not limited to, the release set forth in Section 5.2(i)(iii) of the Plan) that each Holder of a United States-PI Claimant Medical Expense Claim has asserted or could assert on its own behalf or on behalf of another Person or party, 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), against the PI Trust, a Holder of a PI Claim, Distributions to Holders of PI Claims pursuant to the PI TDP or under the Plan and, in respect of each of the PI Trust and each Holder of a PI Claim, its respective agents, representatives, heirs, successors and assigns, in their respective capacities as such; provided, however, that, if a Holder of a PI Claim commences a legal action against a Holder of a United States-PI Claimant Medical Expense Claim challenging all or any portion of the United States-PI Claimant Medical Expense Claim Settlement, then, from and after the commencement of such legal action, the United States-PI Claimant Medical Expense Claim Release shall be void

ab initio solely with respect to such Holder of a PI Claim, and the heirs, successors and assigns of such Holder of a PI Claim, in their capacities as such, and not with respect to any other Person or party, including, but not limited to, the PI Trust, counsel to such Holder of a PI Claim and, in respect of each of the PI Trust and such counsel, its respective agents, representatives, heirs, successors and assigns, in their respective capacities as such; provided further that no such legal action against a Holder of a United States-PI Claimant Medical Expense Claim shall impair or reduce the amount that the United States shall receive pursuant to Section 5.2(i)(i) of the Plan. Nothing in Section 5.2(i)(ii) of the Plan creates any rights of a Holder of a PI Claim to sue the United States or any of its agencies, including a Holder of a United States-PI Claimant Medical Expense Claim, and the United States and its agencies reserve all rights and defenses in that regard; and nothing in this paragraph is or shall be deemed a waiver of any applicable sovereign immunity with respect to any legal action against the United States or any of its agencies challenging all or any portion of the United States-PI Claimant Medical Expense Claim Settlement brought by a Holder of a PI Claim or the heirs, successors or assigns of such Holder of a PI Claim, in their capacities as such.

(iii) As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, each Holder of a United States-PI Claimant Medical Expense Claim shall, without any further action by the Bankruptcy Court, be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by the PI Trust and its agents, representatives, successors and assigns, in their respective capacities as such, of all Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the United States-PI Claimant Medical Expense Claim Settlement (other than a Cause of Action to enforce the United States-PI Claimant Medical Expense Claim Settlement, including, but not limited to, any United States-PI Claimant Medical Expense Claim Release) that the PI Trust has asserted or could assert on its own behalf or on behalf of another Person or party, 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), against a Holder of a United States-PI Claimant Medical Expense Claim and, in respect of each Holder of a United States-PI Claimant Medical Expense Claim, its respective agents, representatives, successors and assigns, in their respective capacities as such.

(iv) The payments made to the United States pursuant to Section 5.2(i)(i) of the Plan are a prepayment by the PI Trust of amounts that would otherwise be payable by certain Holders of PI Claims to Holders of United States-PI Claimant Medical Expense Claims upon receipt by such Holders of PI Claims of Distributions pursuant to the PI TDP and under the Plan. Such prepayment shall be borne equitably by such Holders of PI Claims in the

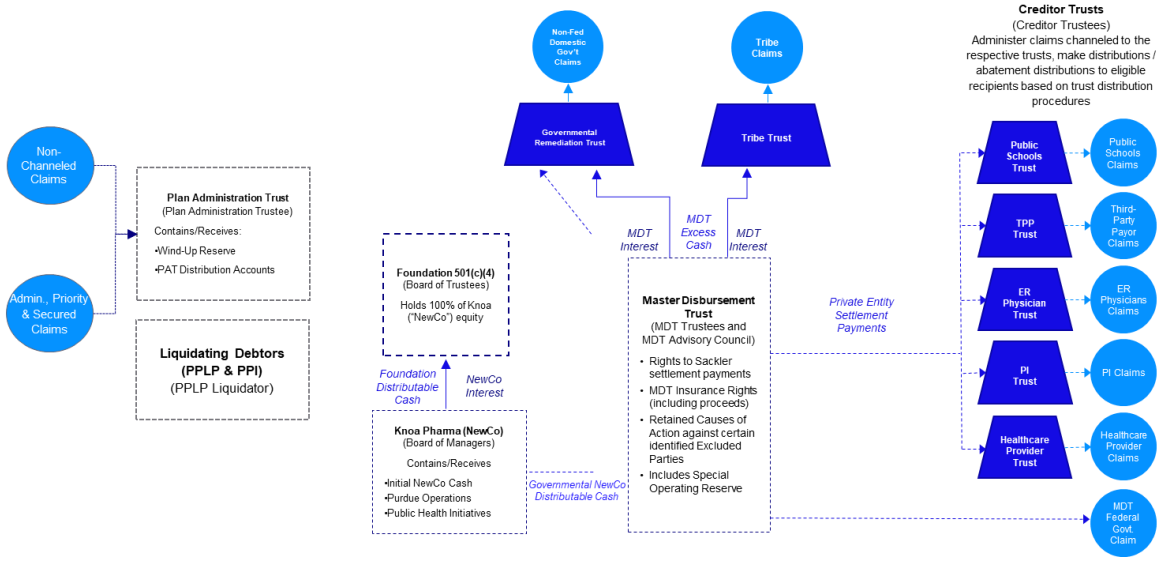
form of a reduction in the Distributions otherwise payable to such Holders of PI Claims pursuant to the PI TDP.

(v) The United States Department of Defense, Defense Health Agency (in respect of the TRICARE Program) submits to the jurisdiction of the Bankruptcy Court for purposes of the United States-PI Claimant Medical Expense Claim Settlement, including, but not limited to, the United States-PI Claimant Medical Expense Claim Releases.

(vi) The United States Department of Health and Human Services, on its own behalf and on behalf of its component agencies, which are the Centers for Medicare & Medicaid Services and the Indian Health Service on behalf of its federally-operated programs; the United States Department of Defense, Defense Health Agency (in respect of the TRICARE Program); and the United States Department of Veterans Affairs submit to the exclusive jurisdiction of the Bankruptcy Court for purposes of any proceeding in respect of the interpretation or enforcement of the United States-PI Claimant Medical Expense Claim Settlement, including, but not limited to, the United States-PI Claimant Medical Expense Claim Releases.

T. Post-Effective Date Structure and Governance

NewCo's post-Effective Date ownership and governance structure fulfills the vision embodied in the initial Settlement Framework and the DOJ Resolution for the Debtors' businesses to be transferred to a new entity for the benefit of claimants and the U.S. public. Building upon the framework established in the originally confirmed Plan, the updated terms are the product of extensive negotiations among the Debtors, the States AG Negotiating Group, the AHC, the UCC, the DOJ and other stakeholders, during the Post-Supreme Court Decision Mediation. The diagram and descriptions below summarize key elements of the structure and the related mechanisms by which Foundation Distributable Cash will be paid to the Foundation and Governmental NewCo Distributable Cash will be paid to the Governmental Remediation Trust and the Tribe Trust.



1. NewCo

NewCo will be a newly formed Delaware limited liability company that will be directly owned by the Foundation (which will own 100% of the voting Interests in NewCo). NewCo's Purpose will be to responsibly, sustainably, and transparently balance (i) the interests of its stakeholders to abate the opioid crisis, (ii) the effective deployment of its assets to address the opioid crisis, and (iii) the interests of those materially affected by its conduct. To this end, on or prior to the Effective Date, NewCo will directly or indirectly receive NewCo Transferred Assets, which consist of approximately $135 million of the Effective Date Cash and all of the Debtors' non-Cash Assets (including the equity of the Transferred Debtors) other than the Excluded Assets.[56] In connection with any action of NewCo, all elements of NewCo's Purpose shall be taken into account, and NewCo shall not be required (and the NewCo Managers shall not be required to cause NewCo) to maximize NewCo's or NewCo's subsidiaries' sales or profits. Up to 5% of the NewCo Distributable Cash, which shall not exceed $5 million per annum, will be distributed annually to the Foundation, which the Foundation may utilize to make grants for evidence-based strategies to abate the opioid crisis. NewCo shall pay any remaining NewCo Distributable Cash not distributed to the Foundation to the Governmental Remediation Trust and the Tribe Trust.

NewCo will be governed by a board of five (5) disinterested and independent NewCo Managers who will each have experience in one or more of the following areas: pharmaceuticals, public policy (including public health policy), law enforcement, ethics and compliance, finance, audit, general business and/or corporate governance issues. The initial NewCo Managers will be selected by the Settling States, with the consent (not to be unreasonably withheld) of the Ad Hoc Committee and in consultation with the Debtors and the Creditors' Committee, and pursuant to a selection process that is reasonably acceptable to the Debtors; provided that the DOJ shall have the right, in its discretion, to observe such selection process. The NewCo Board will (1) determine appropriate expenditure levels for commercial operations and the Public Health Initiatives; (2) make all decisions with respect to operations, taking into account NewCo's purpose; and (3) do so subject to oversight by the Foundation.

2. The Foundation

The Foundation will be a newly formed New York corporation to be created in accordance with the Plan and the Foundation Bylaws and that is intended to be an exempt organization under IRC section 501(c)(4) for U.S. federal income tax purposes.

The Foundation will hold one hundred percent (100%) of the equity interests and voting rights in NewCo and will be entitled to collect cash distributions of up to 5% of NewCo Distributable Cash, which distributions shall not exceed in any year $5 million. NewCo shall allocate any remaining NewCo Distributable Cash not distributed to the Foundation to the Governmental NewCo Distributable Cash.

The Foundation will be governed by a board of three (3) disinterested and independent Foundation Trustees, *provided* that one (but no more than one) Creditor Trustee of the Master

[56] Prior to the Effective Date, the Debtors commenced termination of the Purdue Pension Plan to ensure that this liability is resolved in the current favorable environment in which forecasted costs are lower than anticipated.

Disbursement Trust may serve as a Foundation Trustee; *provided* further that any action taken by such individual in his or her capacity as Foundation Trustee shall not be subject to the fiduciary duties of such individual in his or her capacity as a Creditor Trustee of the Master Disbursement Trust. The initial Foundation Trustees will be selected by the Settling States, with the consent (not to be unreasonably withheld) of the Ad Hoc Committee and in consultation with the Debtors and the Creditors' Committee, and pursuant to a selection process that is reasonably acceptable to the Debtors; *provided* that the DOJ shall have the right, in its discretion, to observe such selection process.

Additional information about the governance structure of the Foundation is set forth in Article IV.D.5.

3. Governmental Remediation Trust

The Governmental Remediation Trust will be a newly formed trust established in accordance with Section 5.8 of the Plan that will be administered by the Governmental Remediation Trust Administrator (as defined in the Governmental Remediation Trust Agreement) and created pursuant to the Delaware Statutory Trust Act and the Governmental Remediation Trust Agreement. The Governmental Remediation Trust will (i) receive all distributions on account of the Allowed Non-Federal Domestic Government Channeled Claims and (ii) make distributions to Allowed Non-Federal Domestic Governmental Claims, which distributions shall be further allocated among States and Subdivisions in accordance with the Governmental Remediation Trust Documents. The Governmental Remediation Trust will also hold and administer the Class 4 Non-Participating Claims Reserve. To the extent a Non-Participating Channeled Claim in Class 4 becomes an Allowed Claim, the Governmental Remediation Trust shall make distributions from the Class 4 Non-Participating Claims Reserve to the holder of such Allowed Claim.

The funds distributed to the Governmental Remediation Trust under the Plan will be allocated to each State for use within that State based on a detailed methodology developed in Mediation for determining the estimated amount of abatement funds to be distributed to each State. The Governmental Entity Shareholder Direct Settlement Agreement allows for intrastate allocation to be addressed by a State-Subdivision Agreement or by statute, with a default process to be used if a State does not otherwise have an allocation agreement. The core abatement purposes for which each State may allocate abatement funds are described in the Governmental Remediation Trust Documents.

States (and their Subdivisions) are divided into different groupings that impact the timing of payment of their distributions. Additional detail regarding the timing of distributions within each State will be set forth in more detail in the Governmental Remediation Trust Agreement, which will be included as part of the Plan Supplement.

The Governmental Remediation Trust Agreement will include provisions for distributing Estate Distributions in accordance with an estimated payment chart for each state (the "**GRT Waterfall**"). The GRT Waterfall will prioritize ensuring that each State receives its full amount of distributions on account of its settlement of direct claims and providing each state with its aggregate estimated total of Estate Distributions paid. The GRT Waterfall will also include certain

provisions for disbursing funds to the extent the total amount received exceeds what is necessary to fully meet the aggregate distribution estimate for all 16 Payment Dates.

In addition to addressing intrastate allocation of abatement funds, the Governmental Entity Shareholder Direct Settlement Agreement sets forth the terms of the settlement between and among the Settling States, the Participating Subdivisions, and the Payment Parties. It includes various provisions outlining the solicitation process by which States and Subdivisions may opt into participating in the agreement, details base and incentive payments available to participating States and Subdivisions, and outlines mechanisms for the payment of certain attorneys' fees.

4. The Tribe Trust

The Tribe Trust will be one or more trusts, limited liability companies or other Persons to be established in accordance with Section 5.8 of the Plan to (i) assume all liability for the Tribe Channeled Claims, (ii) hold the MDT Tribe Interest and collect the Initial Tribe Trust Distribution and the other Public Creditor Trust Distributions received in accordance with the Public Entity Settlements, (iii) administer Tribe Channeled Claims, (iv) hold and administer the Class 5 Non-Participating Claims Reserve on and after the Effective Date, (v) hold the Class 5 Released Claims Reserve on and after the Effective Date and (vi) make Distributions in accordance with the Tribe TDP. Distributions to the Tribes will be required to be used exclusively for abatement purposes and permitted administrative costs, and will be made through one or more Tribe Trust entities that will abide by the Tribe Trust Distribution Procedures. The allocation of distributions among Tribes will be consistent with the Tribal Allocation Matrix set forth on Schedule E and the Tribal Allocation Percentages set forth on Schedule C to the Tribe Trust Distribution Procedures, which will be included as part of the Tribe Trust Documents filed with the Plan Supplement. The Tribes will use the tribal allocation of Abatement Funds for programs on the approved list of abatement strategies (see Schedule B to the Tribe Trust Distribution Procedures) and also for culturally appropriate activities, practices, teachings or ceremonies that are, in the judgment of a tribe or tribal health organization, aimed at or supportive of remediation and abatement of the opioid crisis within a tribal community. A list of representative examples of such culturally appropriate abatement strategies, practices, and programs is attached to the Tribe Trust Distribution Procedures as Schedule D (the "**Tribal Abatement Strategies**"). The separate allocation of abatement funding and illustrative list of Tribal Abatement Strategies recognizes that American Indian and Alaska Native Tribes and the communities they serve possess unique cultural histories, practices, wisdom, and needs that are highly relevant to the health and well-being of American Indian and Alaska Native people and that may play an important role in both individual and public health efforts and responses in Native communities.

5. The Master Disbursement Trust

The Master Disbursement Trust will be a newly formed Delaware trust that will (i) hold and administer the MDT Transferred Assets and the Special Operating Reserve, (ii) serve as administrative agent with respect to Released Claims Reserves, (iii) make payments in satisfaction of the MDT Claims in accordance with the Plan, the Private Entity Settlements and, with respect to the MDT Public School Districts Claim, the Public Entity Settlements and (iv) make Public

Creditor Trust Distributions in respect of the MDT Interests from MDT Distributable Value in accordance with the Plan and the Public Entity Settlements. The beneficiaries of the MDT Trust initially shall include, subject to Section 5.6(f)(iv) of the Plan, each of (i) the Public Creditor Trusts, (ii) the Healthcare Provider Trust, (iii) the ERP Trust, (iv) the Public School Trust, (v) the PI Trust, (vi) the TPP Trust, and (vii) the United States. Holders of MDT Claims shall cease to be MDT Beneficiaries upon payment in full of such MDT Claim. The Master Disbursement Trust will be governed by a board of three (3) disinterested and independent MDT Trustees. The MDT Trustees will be selected by the Settling States with the consent of the Ad Hoc Committee in consultation with the Debtors and the MSGE Group, through a selection process observed by the DOJ (in its discretion). There will also be an MDT Advisory Council that will consist of a total of seven (7) members: (i) four to be nominated by the Settling States, (ii) one to be nominated by the Settling States' four nominees, (iii) one to be nominated by the MDL Plaintiffs' Executive Committee, and (iv) one to be nominated by the MSGE Group, with each such nominee being appointed with the consent of the Ad Hoc Committee.

6. The Private Creditor Trusts

The Private Creditor Trusts consist of the PI Trust, the Healthcare Provider Trust, the TPP Trust, and the ERP Trust. The Private Creditor Trusts will hold beneficial interests in and collect payments from the Master Disbursement Trust of a specified amount in accordance with the Private Entity Settlements. Each of the Private Creditor Trusts will assume all liability for and administer Claims in the applicable Class and make distributions or award grants pursuant to their respective governing documents.

7. The Plan Administration Trust

The Plan Administration Trust will be established to (i) hold, manage, sell and invest the PAT Assets[57] for the benefit of holders of Claims (other than Channeled Claims and Federal Government Unsecured Claims), (ii) hold and maintain the PAT Reserves[58] and the PAT Distribution Account[59] and maintain the Professional Fee Escrow Account, (iii) administer, process, resolve and liquidate Claims (other than Channeled Claims and Federal Government

[57] The PAT Assets consist of (i) the PAT Reserves, (ii) the PAT Distribution Accounts, (iii) the Retained Causes of Action relating solely to, and only to the extent necessary for, the administration of Claims against the Debtors (other than Channeled Claims), the enforcement of the Plan Administration Trust's rights and the other responsibilities of the Plan Administration Trust, *provided* that no Retained Causes of Action against Excluded Parties shall constitute PAT Assets, except as necessary to object to and resolve any Disputed Claims held by an Excluded Party, (iv) the Excluded Privileged Materials and (v) any other Excluded Assets that are not MDT Transferred Assets.

[58] The PAT Reserves consist of the Wind-Up Reserve, the PAT Disputed Claims Reserves, the Disputed Cure Claims Reserve and the Priority Claims Reserve. The Wind-Up Reserve will be established to pay all costs incurred from the administration of the Debtors' Estates after the Effective Date. The Disputed Claims Reserves will be established to make distributions to Disputed Claims that become Allowed Claims. The Disputed Cure Claims Reserves will be established to pay cure costs associated with contracts and leases assumed by NewCo and the Transferred Debtors. The Priority Claims Reserve will pay Allowed Administrative Claims, Allowed Secured Claims and Allowed Priority Claims.

[59] The PAT Distribution Accounts are one or more accounts to be established to make distributions on account of Allowed Claims (other than Channeled Claims).

Unsecured Claims), and (iv) make distributions to holders of Allowed Claims (other than Channeled Claims and Federal Government Unsecured Claims).

The Plan Administration Trust will be administered by the Plan Administration Trustee, who will be responsible for all decisions and duties with respect to the Plan Administration Trust and PAT Assets. The Plan Administration Trustee will be selected by the Debtors.

The Plan Administration Trust shall be dissolved after (a) all Disputed Claims against the Debtors have been resolved, (b) all PAT Assets have been liquidated, (c) the Plan Administration Trust has made all required distributions and (d) PPLP has been dissolved.

8. Effective Date Payments

On the Effective Date, all cash and cash equivalents of the Debtors will be used to: (i) fund reserves to be held by the Plan Administration Trust;[60] (ii) fund the MDT Operating Reserve for the operating expenses of the Master Disbursement Trust; (iii) fund the Initial NewCo Cash for post-Effective Date operations; (iv) make distributions under the Plan in respect of the Federal Government Unsecured Claims, Avrio General Unsecured Claims, Adlon General Unsecured Claims and Other General Unsecured Claims; (v) provide funding for the establishment of the public document repository; (vi) make Initial Private Creditor Trust Distributions under the Private Entity Settlements and the Public Entity Settlements; (vii) make Initial Tribe Trust Distributions; (viii) make Initial Public Schools Distribution; and (ix) after the satisfaction of all amounts described above, make Initial Governmental Remediation Trust Distributions.

9. Dissolution of PPLP and PPI

Under the terms of the Plan, all Interests in PPLP and PPI will be terminated with no distribution. After the Effective Date, PPLP (and any other Debtor not transferred to NewCo) will continue to exist as Liquidating Debtors solely for the purposes of winding up their respective estates and liquidating such entities. To administer the wind-up and liquidation process, the PPLP Liquidator (which will be the Plan Administration Trustee) will assume governance and control of the Liquidating Debtors. The Plan Administration Trustee may dissolve all of the Liquidating Debtors after the Plan Administration Trust is established.

U. DOJ Resolution

On October 21, 2020, the Debtors filed a motion (the "**DOJ 9019 Motion**") seeking approval to enter into the DOJ Resolution (as described above in Article I.B). If the Plea Agreement is accepted by the New Jersey District Court, the DOJ Resolution will fully resolve the United States' civil and criminal investigations into the Debtors' past practices related to the production, sale, marketing and distribution of opioid Products and enable a value-maximizing restructuring. Pursuant to the DOJ Resolution (including the Plea Agreement, which remains

[60] Such reserves include: the Priority Claims Reserve to satisfy Administrative Claims, Secured Claims and Priority Claims, the Disputed Claims Reserve to pay Disputed Other General Unsecured Claims that are ultimately allowed and the Creditor Trust Non-Participating Claims Reserves, the Disputed Cure Claims Reserve to pay Disputed Cure Claims that are ultimately allowed, the Professional Escrow Account to pay Professional Fee Claims, and the Wind-Up Reserve to pay for expenses of the Plan Administration Trust.

subject to acceptance by the New Jersey District Court), the United States and the Debtors agreed as follows:

- Purdue Pharma agreed to the entry of the Forfeiture Judgment, which Forfeiture Judgment shall, (i) as of the later of (a) entry of the judgment of conviction in accordance with the Plea Agreement and (b) confirmation of the Debtors' Plan, have the status of an allowed superpriority administrative expense claim against Purdue Pharma, and (ii) be satisfied by (A) an upfront payment of $225 million (the "**Forfeiture Payment**") by Purdue Pharma within three business days following the entry of a judgment of conviction following a sentencing hearing held pursuant to the Plea Agreement and (B) application of the Forfeiture Judgment Credit by the United States of up to $1.775 billion for value distributed or otherwise conferred by Purdue Pharma under the Plan in respect of claims asserted by state, tribal, or local government entities;

- The sentence imposed at the sentencing hearing (which shall occur no earlier than 75 days following confirmation of the Debtors' Plan) shall order a criminal fine in the amount of $3.544 billion. The United States shall, as of the later of (i) entry of the judgment of conviction in accordance with the Plea Agreement and (ii) confirmation of the Debtors' Plan, have an allowed, unsubordinated, undisputed, non-contingent, liquidated unsecured claim against Purdue Pharma in such amount (the "**Criminal Fine Claim**");

- The United States shall have an allowed, unsubordinated, undisputed, non-contingent, liquidated unsecured claim against Purdue Pharma in the amount of $2.8 billion arising from the Department of Justice's civil investigation (the "**Civil Claim**");

- The United States and Purdue Pharma stipulated and agreed to the statements set forth in Schedule A to the Plea Agreement (the "**Agreed Statement of Facts**"), and the United States agreed to a resolution in exchange for guilty pleas from Purdue Pharma to a three-count information;

- After the order confirming the Plan has become final and non-appealable, and the Plan has become effective, the Debtors will create and host a public document repository containing non-privileged documents in their possession, custody, or control that they have produced to the United States and that the United States identifies as relating to the charges asserted in the information and the alleged civil violations, which will be publicly available at an easily identifiable and accessible website;

- The New Jersey District Court will determine whether to accept the Plea Agreement at the sentencing hearing, pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C). Before the Plea Agreement is accepted by the New Jersey District Court at the sentencing hearing, Purdue Pharma may withdraw its pleas of guilty (i) if the Bankruptcy Court rejects, or otherwise declines to confirm, a Plan that provides for the emergence of a public benefit company (or other entity with a

similar mission) or (ii) if the Office of Inspector General of the United States Department of Health and Human Services exercises, or states an intent to exercise, any available authority to exclude Purdue Pharma's successor public benefit company (or other entity with a similar mission) from participation in federal healthcare programs.

On November 17, 2020, the Bankruptcy Court held a hearing to consider approval of the DOJ 9019 Motion. On November 18, 2020, the Bankruptcy Court entered an order approving the DOJ 9019 Motion. *See Order Pursuant to 11 U.S.C. § 105 and Fed. R. Bankr. P. 9019 Authorizing and Approving Settlements Between the Debtors and the United States* [D.I. 2004] (the "**DOJ 9019 Order**").

On November 24, 2020, in accordance with the terms of the DOJ Resolution, PPLP pleaded guilty in the New Jersey District Court to an information charging it with three felony offenses: one count charging a dual-object conspiracy to defraud the United States and to violate the Federal Food, Drug, and Cosmetic Act, and two counts charging conspiracy to violate the federal Anti-Kickback Statute.

The DOJ Resolution preserves billions of dollars of value for creditors other than the federal government and maximizes the value available to address the opioid crisis. It favorably settles the risk of forfeiture or loss of all, or substantially all, of the Debtors' value flowing from the potential for criminal and civil forfeitures, fines, and penalties totaling billions of dollars, many of which are also alleged to be non-dischargeable. It also eliminates the prospect of extraordinarily expensive and value-destructive criminal prosecution and litigation by the federal government against the Debtors. While PPLP will be excluded from participation in federal healthcare programs if the Plea Agreement is accepted and PPLP is convicted, the DOJ Resolution anticipates the emergence of a public benefit company or entity with a similar mission that can continue to commercialize the Debtors' medications following PPLP's exclusion. Moreover, if the confirmed Plan provides for emergence of a public benefit company or entity with a similar mission, value distributed or otherwise conferred in respect of claims asserted by state, tribal, or local government entities will receive the benefit of the Forfeiture Judgment Credit up to the $1.775 billion cap. Accordingly, the DOJ Resolution enables distributions to various claimants under the Plan that are substantially larger than would likely be possible without such an agreement with the United States.

V. The Debtors' Acceptance of Responsibility and Apologies for Past Misconduct

The Debtors have publicly and unequivocally acknowledged and apologized for their past misconduct.

On October 21, 2020, the Debtors issued a press release announcing the DOJ Resolution, under which PPLP pled guilty to three felony offenses—one count charging a dual-object conspiracy to defraud the United States and to violate the Federal Food, Drug, and Cosmetic Act and two counts charging conspiracy to violate the federal Anti-Kickback Statute—and stipulated to an Agreed Statement of Facts describing the underlying conduct. In this release, Steve Miller, who joined Purdue's Board as Chairman in July 2018, stated that "Purdue deeply regrets and accepts responsibility for the misconduct detailed by the Department of Justice in the agreed statement of facts." Press Release, Purdue Pharma, Purdue Pharma Reaches Agreement With U.S.

Department of Justice (Oct 21, 2020), https://www.purduepharma.com/news/2020/10/21/purdue-pharma-reaches-agreement-with-u-s-department-of-justice/. In the DOJ 9019 Motion, the Debtors also highlighted for the Court that the DOJ Resolution is "the Debtors' public admission of responsibility for their past misconduct." DOJ 9019 Motion ¶ 9.

At the hearing in the United States District Court for the District of New Jersey at which PPLP (acting through its Chairman) pleaded guilty, PPLP again publicly acknowledged and took responsibility for its past misconduct, including acknowledging that Purdue "knowingly and intentionally conspire[d] with others to defraud the DEA by impeding, impairing, obstructing, and defeating the ability of the DEA to prevent the diversion of controlled substances," *US v. Purdue Pharma L.P.*, Tr. 38:21-25 (Nov. 24, 2020), "fail[ed] to cease promoting its opioid products to healthcare providers after receiving information suggesting that those healthcare providers were prescribing opioid products without a legitimate medical purpose and outside the usual course of professional practice, in situations in which Purdue possessed sufficient information that a decision should have been made to cease detailing," *Id.* 39:10-17, and "knowingly and willfully offer[ed] payments to two healthcare providers through the speaker program, where at least one purpose of the payment was to induce those healthcare providers to write more prescriptions for Purdue opioid products." *Id.* 42:6-11.

Purdue's CEO also addressed the Company's past misconduct at a public hearing before the House Committee on Oversight and Reform that was broadcast in video, stating: "To everyone listening who's been impacted by the opioid crisis, I want to be clear and I want to speak directly to you. On behalf of Purdue as its current leader, I'm profoundly sorry. . . . The company accepts full responsibility for its wrongdoing." The Role of Purdue Pharma and the Sackler Family in the Opioid Epidemic: Hearing before the Committee on Oversight and Reform, 116 Cong. 2 (2020) (Statement of Craig Landau).

W. Public Document Repository

As previously approved by this Court and the Creditors on September 1, 2021, pursuant to Section 5.13 of the Plan, the document disclosure program will lead to the public disclosure of the most significant documents about Purdue, the Sackler family and the opioid crisis, including video depositions and millions of documents that Purdue produced in investigations and litigation over the past two decades. In addition, it will lead to the public disclosure of millions of documents not previously available to the public, including documents not previously produced in any investigation or litigation and certain privileged documents from the years when Purdue developed and promoted OxyContin and other opioid medications, as identified below. The document disclosure program and Public Document Repository will be conducted in a way to maximize public confidence and public access and will set a new standard for transparency. The Debtors' responsibility for complying with the DOJ document repository obligation set forth in the Plea Agreement is not modified by the Plan.

The disclosure program provided in the Plan shall be funded in an aggregate amount of $39 million plus an additional $5 million earmarked for review and processing of the documents available for inclusion on the PDR. It will be overseen by the disclosure oversight board ("**DOB**"), made up of up to four representatives appointed by each of the Ad Hoc Committee, the Creditors' Committee, the States AG Negotiating Group and the MSGE Group and one representative

appointed by the Native American Tribe Group created on the Confirmation Date. On the Effective Date, or as soon as reasonably practicable thereafter, a Public Document Repository shall be established and hosted at an academic institution or library selected by the DOB, which will be responsible for hosting and maintaining the Public Document Repository in perpetuity.

Debtors or the Plan Administration Trust will provide the DOB with the following materials, among others, for potential inclusion in the Public Document Repository: (a) all transcripts and audio or video recordings of depositions taken in the Purdue Legal Matters, together with the exhibits to those depositions; (b) more than 13,000,000 documents (of more than 100,000,000 pages) produced by Debtors during the course of the Purdue legal matters, including the following: (i) documents from the Debtors' email system from present and former officers and senior current and former employees in marketing, sales, R&D, legal, compliance, and regulatory; (ii) documents that the Sackler Families sent or received on the Debtors' email system; (iii) documents that reflect clinical and pre-clinical research regarding opioids, including research related to safety and effectiveness of opioids; (iv) minutes and documents presented to the Board; (v) marketing and sales plans for opioid medications; (vi) sales call notes; (vii) standard operating procedures; (viii) suspicious order monitoring data and documents; and (ix) reports of concern and Purdue's Abuse & Diversion Detection program files pertaining to prescribers; (c) the non-privileged documents collected in the course of litigation, which are estimated to comprise more than twenty million additional documents; (d) all privilege logs regarding documents withheld by the Debtors in the Purdue Legal Matters; (e) documents obtained during the Chapter 11 Cases by the Ad Hoc Committee of NAS Children identified in the *First Amended Verified Statement of the Ad Hoc Committee of NAS Children Pursuant to Bankruptcy Rule 2019* regarding clinical and pre-clinical studies conducted by the Debtors or other companies associated with the Sackler Family Members; and (f) certain privileged documents for which Debtors agree to waive privilege, including relating to marketing, regulatory submissions, distributions to the Sackler Family Members, and the organization and function of the board of directors.

Notwithstanding anything in the Plan, and with the exception of the documents over which Debtors waive privilege, the Public Document Repository shall not contain or disclose any documents or content of documents that are privileged, including privileged documents subject to a claw back by Debtors in the Purdue legal matters, documents that are subject to trade secret protection as defined in the Plan, or documents that are subject to protections against public disclosure by the Health Insurance Portability and Accountability Act or similar state or federal statute. Inadvertent production of non-waived privileged documents to the Public Document Repository does not operate as a waiver of the privilege and, upon discovery, any such privileged documents must be promptly removed from the Public Document Repository.

Shortly after the Confirmation Date, the Debtors shall file an appropriate motion asking the Bankruptcy Court or the United States District Court for the Southern District of New York to select and appoint a disclosure oversight Special Master. The Special Master's qualifications shall include former service as a judicial officer, whether as a state or federal judge, and no current or former director, officer, employee or attorney of the Debtors, the Sackler Family Members, the Creditors' Committee, or the Governmental Consent Parties shall be eligible to be appointed as the Special Master, counsel or staff working under the Special Master, *provided* that prior work for a Governmental Consent Party that was completed prior to 2015 shall not preclude the appointment of a Special Master. The Special Master will adjudicate all privilege and related

disputes. The Special Master's reasonable hourly fees and expenses shall be paid out of the Disclosure Program Budget except as the Special Master orders otherwise upon finding that a party advanced an argument that was frivolous, harassing or in bad faith.

X. Initial Shareholder Settlement

1. Initial Settlement Framework

Shortly before the Petition Date, after more than a year of intense negotiations, the Debtors, the Sackler Families, and a critical mass of plaintiff constituencies reached an agreement in principle on the structure of a global resolution of the Pending Actions (the "**Initial Settlement Framework**"). The Initial Settlement Framework had three basic components: (i) the Sackler Parties would relinquish all of their equity interests in the Debtors and consent to the transfer of all of the Debtors' assets to a trust or similar post-emergence structure for the benefit of claimants and the U.S. public, "free and clear" of liabilities to the fullest extent permitted by law; (ii) the Sackler Parties would engage in a sale process for their ex-U.S. pharmaceutical companies; and (iii) the Sackler parties would contribute an additional $3 billion over seven years (in addition to 100% of the value of all 24 Debtors), with the hope of substantial further contemplated contributions from the sales of their ex-U.S. pharmaceutical businesses. This Initial Settlement Framework served as the starting point for negotiating a settlement that could be finalized and effectuated only through chapter 11.

This Initial Settlement Framework, however, was far from a final settlement. Indeed, the Debtors made clear on multiple occasions that the Initial Settlement Framework left many items to be negotiated and resolved. The Debtors, together with the Creditors' Committee, the Ad Hoc Committee of Governmental and Other Contingent Litigation Claimants, the NCSG and the Multi-State Governmental Entity Group (together with the AHC and the NCSG, the "**Non-Federal Public Claimants**"), worked tirelessly for more than a year continuing to negotiate improved settlement terms that would maximize creditor support. As the Debtors explained early in these Chapter 11 Cases, the Debtors have long viewed the process of confirming a plan as requiring passing through four "gates." Gate one was reaching agreement with a critical mass of important plaintiff constituencies and the Sackler Families on the Initial Settlement Framework shortly before the Petition Date. Gate two was memorializing the Initial Settlement Framework in the term sheet agreed by and among the Debtors, the Ad Hoc Committee, and the Sackler Families filed with the Court on October 8, 2019. *See Notice of Filing of Term Sheet with Ad Hoc Committee* [D.I. 257]. Gate three was proposing a comprehensive restructuring transaction based on the Initial Settlement Framework, which the Debtors had always recognized would require massive amounts of diligence, structuring and negotiation. *See* Nov. 19, 2019 Hr'g Tr. 70:8-71:14. The Debtors and their key stakeholders engaged in an extensive process leading up to filing the plan, including through the Court-ordered Pre-Confirmation Mediation, to develop, build upon and refine the Initial Settlement Framework. That process involved negotiating the proposed terms of the settlement of claims against the Sackler Parties, reaching agreement on the allocation of estate value among various classes of creditors and addressing a host of other issues expressly left open in the term sheet memorializing the Initial Settlement Framework. Gate four was the confirmation hearing where the Debtors sought approval of the substantially improved settlement embodied in the Twelfth Amended Plan.

2. The Special Committee's Investigation and Approval of Settlement of Claims Against the Sackler Families

Shortly after it was formed, the Special Committee, in consultation with Davis Polk, discussed certain areas of investigation, including a review of all transfers from Purdue Pharma to or for the benefit of the Sackler Families and Sackler Entities. This led the Special Committee, again in consultation with Davis Polk, to discuss the nature and scope of an investigation into potential estate claims against the Sackler Families and Sackler Entities. The purpose of this investigation was to form the basis to determine whether to bring litigation against the Sackler Families and Sackler Entities to recover on these potential Estate claims or to determine if, in the business judgment of the Special Committee, it was more prudent to seek a settlement with the Sackler Families and Sackler Entities and whether any proposed Initial Settlement Framework was fair and equitable and thus in the best interests of the estate.[61]

The Special Committee met on a regular basis and in special sessions as warranted by circumstances. In total, the Special Committee held no fewer than 56 meetings between May 21, 2019 and March 14, 2021. During its meetings, the Special Committee received many reports, briefings, and updates from Davis Polk, including reports, briefings and updates, prepared at the request of Davis Polk, from expert accounting and financial advisors at AlixPartners and Bates White regarding the investigation and analysis of potential estate claims against the Sackler Families and Sackler Entities. There were also hundreds of calls and emails among the members of the Special Committee and with its professionals.

Together with evaluating potential claims by the Debtors against the Sackler Families and Sackler Entities, the Special Committee also considered, among other matters and pursuant to its mandate, (i) a review of all related party transactions that the Debtors maintained with the Sackler Families and Sackler Entities; (ii) the contribution of Rhodes Associates, including Rhodes Pharmaceuticals and Rhodes Technologies, to Purdue Pharma; (iii) the amendment, renegotiation, or termination of certain supply, licensing, and intercompany services agreements between Purdue and the IACs; (iv) a reevaluation of the lease for Purdue Pharma's headquarters with One Stamford Realty L.P. ("**OSR**"); and (v) all requests for advancement of legal fees for current and former officers, directors, and employees in connection with litigation or governmental investigations pending against the Debtors.

(i) **Investigation of Potential Estate Causes of Action**

Over the course of more than 22 months, the Special Committee conducted a comprehensive investigation into potential claims that the Debtors may have against the Sackler Families and Sackler Entities. The investigation included an exhaustive review by legal counsel and forensic and financial experts to identify and assess transfers from the Debtors to or for the benefit of the Sackler Families and Sackler Entities and an in-depth legal and factual analysis of the strengths and weaknesses of various potential claims by the Debtors against the Sackler Families and Sackler Entities.

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[61] *See Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414 (1968).

The legal and factual investigation undertaken by Davis Polk on behalf of the Special Committee was conducted by a team of Davis Polk lawyers. The Davis Polk investigation team was led by partner Charles S. Duggan and counsel Margarita Clarens. Mr. Duggan has deep experience representing corporate boards of directors, audit committees and special board committees in conducting internal investigations. Ms. Clarens similarly has extensive experience in conducting internal investigations on behalf of corporations in a broad range of industries.

Beginning in April 2019, in anticipation of the formation of a Special Committee, and continuing through March 2021, the Davis Polk lawyers assisting with the Special Committee's investigation devoted more than 22,500 hours to the investigation and analysis of potential estate claims. Where necessary, the Davis Polk team was supplemented by a separate team of attorneys that performed initial screenings of electronic documents and escalated relevant documents for review by Davis Polk and other professionals, including AlixPartners and Bates White, as appropriate.

(A) Identification of Potential Claims

At the outset of its investigation, Davis Polk undertook a searching assessment to identify all facts and legal theories that might provide a basis for claims by the Debtors against the Sackler Families and Sackler Entities. To this end, one of the first projects was to review the complaints filed against Purdue Pharma and members of the Sackler Families that asserted claims that in bankruptcy were capable of assertion by the Debtors, such as claims for fraudulent transfer, breach of fiduciary duty, unjust enrichment, veil piercing, and alter ego. In addition, to further ensure that the investigation on behalf of the Special Committee inquired into all facts and circumstances potentially relevant to such claims, Davis Polk also surveyed relevant news articles and media publications relating to Purdue Pharma and the Sackler Families and Sackler Entities for potentially relevant information. Based on this review of public-record materials, Davis Polk identified and evaluated potential subjects for further investigation.

For example, Davis Polk considered allegations made by the Connecticut, Massachusetts, New York, and Oregon Attorneys General, among others, that in the face of mounting litigation risk arising from its sale and marketing of OxyContin, Purdue Pharma, at the direction of the Sackler Families, made hundreds of millions of dollars in shareholder distributions each year for no consideration and in bad faith, leaving behind insufficient assets to satisfy the claims of Purdue Pharma's creditors. Based on these and other similar allegations, as well as information available regarding Purdue Pharma's distributions, Davis Polk continued to investigate fraudulent transfers.

Based on allegations reported by the *Financial Times* that Rhodes Pharma was created in 2008 as part of a scheme to "siphon billions of dollars" out of Purdue Pharma following its guilty plea in 2007 to violations of federal drug marketing laws and $634.5 million settlement, the circumstances surrounding the formation of Rhodes Pharma was similarly identified as a topic for investigation.

In view of these allegations and reports, and supplemented primarily by their ongoing review, the Special Committee and Davis Polk focused the factual investigation and legal analysis on the following potential theories of claims and recoveries against the Sackler Families and Sackler Entities:

- ***Intentional Fraudulent Transfer*** based on theories that members of the Sackler Families, acting based on fears that Purdue Pharma was subject to potentially overwhelming liabilities for harms caused by opioids or for violations of law relating to marketing or other sales practices, caused Purdue Pharma to transfer cash and other assets to the Sackler Families or Sackler Entities with the intent of keeping those assets out of the hands of possible Purdue Pharma creditors.

- ***Constructive Fraudulent Transfer*** based on theories that, while it was legally insolvent as a result of accrued but unliquidated liabilities, Purdue Pharma transferred cash and other assets to the Sackler Families and Sackler Entities without receiving reasonably equivalent value in exchange.

- ***Breach of Fiduciary Duty*** based on theories that members of the Board—including members of the Sackler Families—breached their fiduciary duties to Purdue Pharma by (i) entering into self-dealing transactions that injured Purdue Pharma, (ii) directly causing Purdue Pharma to engage in the misconduct underlying the DOJ settlements and other lawsuits, or (iii) consciously failing to monitor Purdue Pharma's compliance programs.

- ***Unjust Enrichment*** based on theories that members of the Sackler Families and the Sackler Entities had acted in bad faith and, therefore, were unjustly enriched by the transfers of cash and other assets from Purdue Pharma, as well as any additional profits realized as a result of such transfers, at the expense of Purdue Pharma and its creditors.

- ***Veil-Piercing***, as a means of recovery for potential claims, based on theories that members of the Sackler Families controlled and dominated the Debtors and the IACs, that members of the Sackler Families operated the Debtors and IACs as a single enterprise, and that members of the Sackler Families used their control and domination to cause injury generalized to the estate as a whole by transferring value from the Debtors to trusts held for their benefit.

(B) Analysis of Key Legal Issues

Throughout the investigation, the Special Committee received briefings on and considered various legal matters bearing on the potential estate claims. Specifically, Davis Polk advised the Special Committee on choice of law analyses focused on determining which jurisdiction's laws would govern each of the claims. After canvassing the relevant statutes, case law, and secondary sources, Davis Polk also advised the Special Committee on the substantive elements of each claim including, among others, the "badges of fraud" considered intentional fraudulent transfer claims, the treatment of unliquidated legal claims in assessing insolvency in constructive fraudulent transfer claims, the fiduciary duties, including the duty of loyalty, owed by a board to a company and, potentially, the company's creditors, and conduct that could constitute a breach of such duties, how a party can recover for unjust enrichment, and when plaintiffs can pierce the corporate veil.

Other legal questions relevant to the potential estate claims were considered as well, including, but not limited to:

(ii) **Statutes of Limitation / Lookback Periods**

Davis Polk evaluated applicable statutes of limitations for each claim under review. Notably, Davis Polk evaluated whether the Company could extend the statute of limitations for a fraudulent transfer recovery action beyond the two-year lookback period provided by section 548 of the Bankruptcy Code. In particular, Davis Polk evaluated the applicability of state or federal law under section 544, as well as other legal principles and doctrines, that could form the basis of extending the limitations period.

(A) Prejudgment Interest

Davis Polk considered whether a court would award prejudgment interest in the context of potential estate claims, including an intentional fraudulent transfer recovery action, and, if so, the rate at which prejudgment interest would be set and the date from which prejudgment interest would accrue. In connection with this analysis, Bates White, at Davis Polk's direction, prepared an analysis of a range of prejudgment interest awards based on various rates and accrual dates.

(B) Tax Distributions

Davis Polk evaluated whether distributions made for the purpose of satisfying the tax obligations of the Sackler Parties (the "**Tax Distributions**") were properly the subject of a constructive or intentional fraudulent transfer recovery action, including whether the Tax Distributions could be considered reasonable equivalent consideration for Purdue Pharma's status as a pass-through entity.

(C) Collectability of Potential Judgments

Davis Polk also evaluated issues relating to the ability to collect judgments from the Sackler Families' trusts, both in the United States and abroad. Many of the trusts held for the benefit of the descendants of Mortimer D. Sackler ("**Side A**" of the Sackler Families) are organized in the Bailiwick of Jersey, Channel Isles, and are governed by Jersey law. For this reason, the Debtors, in conjunction with the Creditors' Committee, negotiated a standstill agreement and retained local counsel in Jersey to provide advice on matters pertaining to Jersey law.

(iii) **Collection, Search and Review of Documents**

With respect to the factual investigation conducted on behalf of the Special Committee, a key initial phase focused on identifying, collecting, and processing records—including electronic documents and emails—from Purdue Pharma and other entities that might be relevant to an assessment of potential claims by the Debtors against the Sackler Families and Sackler Entities. In conducting this key initial phase of its review, Davis Polk collected over 21 million documents covering a period of almost 25 years from Purdue Pharma custodial files of 110 current and former Directors, officers, and employees of Purdue Pharma and affiliated entities. The individuals whose records Davis Polk collected for search and review included:

- All members of the Sackler Families who held any position with Purdue Pharma between 1995 and the Petition Date, including as a Director, officer, employee, consultant, or intern;

- Every member of the Board between 1995 and the Petition Date, excepting only the new independent Directors who serve on the Special Committee;

- Each individual who served as a CEO, CFO, or General Counsel of Purdue Pharma between 2006 and 2018;

- Notable advisors to Purdue Pharma or the Sackler Families who held positions at Purdue Pharma or affiliates and were assigned a Purdue Pharma email address, such as Stuart Baker, the longtime corporate secretary for and advisor to the Board, and Stephen Ives, an outside advisor and accountant to certain members of the Sackler Families; and

- Specified custodians, who based on their tenure and positions in Purdue Pharma's legal, government affairs, compliance, corporate security, R&D, sales and marketing, and corporate communications functions, were identified as likely to have information relevant to potential estate claims.

The Purdue Pharma documents collected by Davis Polk included, among other things, custodial records, such as emails and other correspondence, as well as shareholder and Board materials and minutes, organization charts, memoranda, presentations, transaction documents, corporate governance documents, financial statements and projections, legal advice, spreadsheets, and litigation-related documents.

The collection included documents produced by Purdue Pharma in certain prior litigations, such as the opioid-related multidistrict litigation pending in the Northern District of Ohio, and certain government investigations, including the then-pending investigation by the DOJ, as well as the electronic files and records collected for purposes of those productions.

Davis Polk searched this enormous database of electronic records innumerable times in the course of conducting its investigation on behalf of the Special Committee and, as part of its review, developed complex search strings containing hundreds of potentially relevant terms designed to identify documents relevant to potential estate claims. These searches initially identified more than 428,000 internal Purdue Pharma documents for higher-priority review. Utilizing a technology-assisted review algorithm to identify and prioritize documents most likely to be relevant to the investigation, Davis Polk and other attorneys reviewed 175,500 of these documents.

Davis Polk also conducted numerous individual targeted searches, as well as smaller and discrete targeted reviews, to probe key events, individuals, and relevant issues as they were identified over the course of the investigation. For example, in connection with the investigation into the circumstances surrounding the formation of Rhodes Pharma, Davis Polk reviewed and analyzed an additional 30,000 internal Purdue Pharma and Rhodes documents.

The topics and issues investigated by Davis Polk included, among other things:

- Purdue Pharma's exposure to civil or criminal liabilities relating to its sale and marketing of OxyContin, and the awareness by members of the Sackler Families of the same;

- Purdue Pharma's history of OxyContin-related litigation and government investigations, including its prior settlements with private plaintiffs and with various federal, state, and local government agencies;

- Purdue Pharma's history of litigation relating to its patents for OxyContin and related efforts to preserve patent exclusivity;

- Purdue Pharma's compliance with regulatory and other obligations concerning efforts to monitor potential abuse and diversion of OxyContin;

- Histories of and motivations behind various cash and non-cash transfers of value from Purdue Pharma to or for the benefit of the Sackler Families and Sackler Entities;

- Purdue Pharma's risk of potential insolvency and the consideration of restructuring;

- Purdue Pharma's stated business strategies and objectives, including its efforts relating to research and development, mergers and acquisitions, and other business development initiatives;

- Purdue Pharma's efforts to obtain third-party debt or other sources of capital;

- Purdue Pharma's motivations for pursuing an abuse-deterrent formulation of OxyContin;

- Reactions by senior Purdue Pharma executives and members of the Board to press articles reporting on the national opioid crisis; and

- The extent to which members of the Sackler Families controlled or dominated Purdue Pharma.

Davis Polk also reviewed approximately 760,500 additional internal Purdue Pharma documents in connection with responding to requests for discovery from the Creditors' Committee. Also considered and analyzed were documents identified by the Creditors' Committee and shared with Davis Polk on a common interest basis as relevant to the potential claims.

In addition to its collection and review of internal Purdue Pharma documents, Davis Polk also participated in efforts led primarily by the Creditors' Committee and NCSG to obtain discovery from parties and non-parties in these proceedings, including the Sackler Families, the law firm Norton Rose Fulbright LLP, the IACs, certain financial institutions, and others.[62] Specifically, on behalf of the Special Committee, Davis Polk participated in over 20 teleconferences between the creditors and Sackler Families and Sackler Entities regarding the scope of discovery, among other issues. Davis Polk also participated in over a dozen additional calls and other communications relating to discovery from Norton Rose Fulbright LLP.

[62] *See supra*, Article III.Q.

Based on the results of these efforts, Davis Polk, on behalf of the Special Committee, conducted numerous individual targeted searches over custodial documents, electronic records, and financial records produced by the parties and non-parties to probe key events, individuals, and relevant issues, as listed above.

Finally, Davis Polk reviewed and analyzed documents relating to Purdue Pharma's long and complex history of opioid-related litigation and legal liability principally arising from its sale and promotion of OxyContin, as well as relevant documents bearing on its long history of patent litigation. Davis Polk considered and analyzed public and internal documents related to Purdue Pharma's history of litigation and government investigations, including complaints and other court filings, subpoenas, civil investigative demands, plea agreements, settlement documents, and court decisions spanning from early 2001 through the Petition Date.

In all, Davis Polk, and other attorneys working at its direction, reviewed over 960,670 documents, comprising over seven million pages, in connection with its investigation into potential estate claims.

(iv) **Forensic Analysis of Transfers to or for the Benefit of Sackler Entities**

The Special Committee commissioned a sweeping review of transfers of value to or for the benefit of the Sackler Families and Sackler Entities, including to assess potential recoveries by the Debtors from the Sackler Families and Sackler Entities on a variety of legal theories. In furtherance of the Special Committee's investigation, Davis Polk engaged experts experienced in both forensic accounting and the valuation of pharmaceutical assets to assist Davis Polk by compiling and analyzing data at Purdue Pharma and obtained in discovery from third parties to identify transfers by Purdue Pharma to the Sackler Families and Sackler Entities or commercial dealings with Sackler Entities that might support claims of recoupment by the Debtors, on a variety of legal theories.

In April 2019, Davis Polk engaged AlixPartners to perform a comprehensive forensic review to identify (i) all material cash transfers of value to or for the benefit of the Sackler Families and Sackler Entities and (ii) all material dealings between Purdue Pharma and the Sackler Families and Sackler Entities, in both cases from 2008 through September 2019.

AlixPartners is a preeminent consulting firm that provides forensic accountings, financial analyses, and other professional services. The AlixPartners team was led by Richard Collura, a Managing Director who specializes in large-scale financial investigations and complex forensic accounting. Mr. Collura has worked with counsel in representing companies, boards of directors, audit committees, special committees, and creditors' committees in connection with bankruptcy cases and other distressed company situations. He is a Certified Public Accountant, Certified Fraud Examiner, Certified Insolvency and Restructuring Advisor, and is certified in financial forensics by the American Institute of Certified Public Accountants. Mr. Collura was assisted in his work by an experienced team of professionals including Certified Public Accountants (CPAs), Certified Fraud Examiners (CFEs), CFA charterholders and Masters of Business Administration (MBAs), many of whom have been Certified in Financial Forensics by the American Institute of Certified Public Accountants.

AlixPartners has extensive experience conducting large-scale, high-profile independent forensic accounting investigations. Its professionals assisting Davis Polk with the investigation on behalf of the Special Committee have a comprehensive understanding of how transactions are recorded in accounting systems and the technical capabilities to extract, manage, and analyze large sets of transactional data. They have performed complex cash tracing analyses and traced assets transferred around the world, and conducted investigations involving intercompany transactions as well as transactions with insiders and related/affiliated entities.

AlixPartners had full access to Purdue Pharma's internal accounting systems, documents and personnel, including individuals in Purdue Pharma's finance and legal functions, as well as access to personnel at OSR, an IAC that provides facilities and administrative services to Purdue Pharma and PPI, and TXP Services Inc. ("**TXP**"), an IAC that provides accounting and other administrative services to Purdue and PPI.[63]

(A) Cash Transfers

At the request and working under the supervision of Davis Polk, AlixPartners generated a comprehensive 355-page report on behalf of the Special Committee of all cash transfers to the Sackler Families and Sackler Entities from January 1, 2008 through September 30, 2019 (the "**1A Report**"). The 1A Report details approximately $10.347 billion in total net cash distributions paid by Purdue Pharma and Rhodes to or for the benefit of the Sackler Families and Sackler Entities during this time period. These amounts include $4.120 billion in cash distributions to partners of Purdue Pharma, approximately $4.680 billion in Tax Distributions for the benefit of partners, and approximately $1.547 billion in distributions earmarked for other Sackler Entities.[64]

In preparing its report, AlixPartners reviewed, among other things, organizational charts of entities owned by the Sackler Families, Purdue Pharma's SAP accounting system, audited financial statements, internal financial and accounting statements and records, payroll records, pension benefit records, and travel and expense reimbursement reports and records. AlixPartners interviewed 19 employees of Purdue Pharma, OSR, and TXP in connection with the 1A Report. AlixPartners' investigation and the report required approximately 6,500 hours to complete over the course of seven months.

At Davis Polk's direction, AlixPartners presented its findings as reflected in the draft 1A Report to the Special Committee and furthered certain points of its analysis in response to the Special Committee's review. The Special Committee authorized the Debtors to make the contents of the report public, and on December 16, 2019, the Debtors filed the 1A Report with the Bankruptcy Court [D.I. 654].[65]

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[63] The various services agreements between Purdue Pharma and PPI, on the one hand, and TXP and OSR, on the other hand, have been renegotiated at the direction of the Special Committee, such that TXP and OSR no longer provide the accounting, facilities and administrative services to Purdue Pharma and PPI that were historically provided in years prior.

[64] The figures identified in the 1A Report were essentially identical to those identified in the Company's earlier calculation.

[65] The 1A Report was redacted consistent with the operative protective order in the Chapter 11 Cases.

(B) Non-Cash Transfers and Intercompany Dealings

Also at the request and working under the direction of Davis Polk, AlixPartners produced a second comprehensive 400-page report on behalf of the Special Committee that detailed Purdue Pharma's non-cash distributions and transfers and other dealings with Sackler Entities between January 1, 2008 and September 15, 2019 (the "**1B Report**"). The forensic investigation and analysis required for the 1B Report similarly required an exhaustive review of, among other things, organizational charts of entities owned by the Sackler Families, Purdue Pharma's SAP accounting system, audited financial statements, internal accounting records and other documentation regarding intercompany transactions (e.g., invoices and wire instructions) maintained by Purdue Pharma. AlixPartners also interviewed numerous employees of Purdue Pharma and TXP in connection with the 1B Report. AlixPartners' work on the 1B Report required approximately 4,500 hours over a period of 12 months.

The 1B Report identified intercompany dealings between Purdue Pharma and the Sackler Entities, including royalty arrangements to sell OxyContin outside the United States, service agreements, and asset transfers; intercompany dealings between the Rhodes Debtors and Sackler Entities, including for active pharmaceutical ingredients; intercompany dealings between Purdue Pharma and the Rhodes Debtors, including for contract manufacturing services; and non-cash distributions from Purdue Pharma to the Sackler Parties, including distributions of equity in related- and third-party entities and distributions of the rights to non-ADF OxyContin and other products.

At Davis Polk's direction, AlixPartners presented its findings as reflected in the draft 1B Report to the Special Committee and furthered certain points of its analysis in response to the Special Committee's review. The Special Committee authorized the Debtors to make the contents of the report public, and on May 29, 2020, the Debtors filed the 1B Report with the Bankruptcy Court [D.I. 1194].[66]

(C) Valuation of Non-Cash Transfers and Intercompany Dealings

As a complement to AlixPartners' work in detailing the transactions contained in the 1B Report, Davis Polk retained the financial advisory firm Bates White, a leading financial consulting firm with expertise in valuation, transfer pricing, econometrics and data analysis and significant experience in the pharmaceutical and life sciences industries, to perform an analysis to determine whether, for each of the material transfers or transactions identified by AlixPartners in the 1B Report, (i) Purdue Pharma received fair value and (ii) if Purdue Pharma did not receive fair value, an estimation of the excess value provided by Purdue Pharma over the value (if any) that it received in exchange. Among numerous other items, Bates White assessed whether, for example, Purdue Pharma granted licenses to various IACs to market and sell OxyContin at royalty rates that were lower than a true arm's-length royalty, or whether Purdue Pharma paid various IACs amounts for services or for supply of API at rates higher than true arm's-length service and supply rates. In addition to this valuation and transfer pricing analysis, Davis Polk also asked Bates White to analyze the Tax Distributions identified by AlixPartners in the 1A Report to assess amounts

[66] The 1B Report was redacted consistent with the operative protective order in the Chapter 11 Cases.

actually paid to taxing authorities, as well as the portions of such amounts attributable to profits earned by Purdue Pharma as opposed to other Sackler Entities.

The valuation and transfer pricing analysis performed by Bates White was led by Dr. David DeRamus, a partner and founding member of Bates White and an expert in transfer pricing and tax, antitrust and competition, and public policy and regulatory economics. He has provided expert analysis on a number of topics, including pricing analysis, damages analysis, quantitative modeling, and valuation. Dr. DeRamus received a doctorate and a master's degree in economics from the University of Massachusetts and a Bachelor's degree from Duke University.

To prepare its transfer pricing analysis, Bates White reviewed, among other things, numerous documents provided by Purdue Pharma and produced by various IACs, including, for example, audited financial statements, Board materials and presentations, intercompany licensing, servicing and manufacturing supply agreements, and other internal records. In addition, Bates White reviewed over 4,000 documents, as well as other data from third-party sources, including, for example, information from commercial databases regarding third-party licensing agreements, public regulatory filings from third parties in the pharmaceutical industry, and other documents in the public domain. Bates White's analysis required approximately 15,130 hours over a period of more than 18 months.

Based on this analysis, Bates White determined in its professional judgment that Purdue Pharma transferred significant value to the Sackler Families and Sackler Entities between January 1, 2008 and September 15, 2019. These value transfers included, among other things, the distribution by Purdue Pharma of non-Cash Assets on certain occasions between 2008 and 2019—such as, for example, equity interests in businesses distributed out of Purdue Pharma in 2013 and 2014 and the assignment by Purdue Pharma of the right to future royalties payable on non-ADF formulations of OxyContin in 2017. Bates White also determined that certain dealings between Purdue Pharma and the Sackler Families and various Sackler Entities were not conducted on arm's-length terms, including in particular that Purdue Pharma received below-market royalties from the Sackler Families and Sackler Entities on sales of OxyContin.

Davis Polk and Bates White presented Bates White's preliminary findings as to these matters to the Special Committee, including the different amounts of value that Bates White estimated in its professional judgment had been transferred from Purdue Pharma to the Sackler Families and Sackler Entities as a result of the activities identified in the 1B Report.

At Davis Polk's direction, Dr. DeRamus and his colleagues at Bates White also presented their preliminary assessments and analyses with respect to these issues on a common interest basis to the legal counsel and the financial advisors for the Creditors' Committee on May 21, 2020 and September 21, 2020, and members of the investigation teams at Davis Polk and Bates White had numerous follow-on video or telephonic conferences on a common interest basis with the Creditors' Committee and its advisors on Bates White's methodology, views, and the evidence relied upon in making its assessments.

(v) **Insolvency Analysis**

With respect to its evaluation of potential constructive fraudulent conveyance claims, Davis Polk, on behalf of the Special Committee, directed Bates White to also complete two complementary analyses: (a) a "foreseeability" analysis evaluating the impact that certain events may have had on the foreseeability of Purdue Pharma's default risk and (b) an "accrual analysis" of Purdue Pharma's liabilities to determine its potential insolvency over time.

In conducting these analyses, Bates White reviewed numerous documents including relevant financial statements and business plans, as well as documents reflecting behavior of Purdue Pharma's economic counterparties (e.g., joint ventures, insurers and lenders), market indicators (e.g., Purdue Pharma's indicative credit ratings, industry exclusions, event studies, case studies and competitor disclosures), documents related to the overall legal environment for opioid manufacturers and public awareness of the opioid epidemic, and the DOJ settlement documentation, including any factual admissions and allegations of misconduct.

The foreseeability analysis was led by Dr. Charles Mullin. Dr. Mullin is the Managing Partner of Bates White and is a recognized expert in statistical and data analysis, econometrics, economic and microsimulation modeling, insurance allocation, and asbestos-related matters. He has provided expert opinions and testimony in a wide range of matters, including the valuation of mass tort claims in the class action and bankruptcy contexts. Dr. Mullin has published numerous papers on applied and theoretical econometrics and labor economics in peer-reviewed journals. He received a doctorate in economics from the University of Chicago and a Bachelor's degree in mathematics and economics from the University of California, Berkeley.

Bates White presented the findings of the foreseeability analysis and the accrual analysis to the Special Committee.

(vi) **Depositions and Interviews**

Davis Polk attended all 16 discovery depositions conducted in these Chapter 11 Cases. The deponents included every living member of the Sackler Families who served on the Board, each of Purdue Pharma's current and former CEOs, and several advisors to Purdue Pharma and the Sackler Families. The examinations were conducted primarily by counsel for the Creditors' Committee and the NCSG, and in furtherance of cooperation with counsel for both groups, Davis Polk on repeated occasions provided select documents to the Creditors' Committee in advance for potential use during the depositions. In addition, prior to certain depositions, Davis Polk conferred with counsel for one or both groups regarding potential lines of examination.

In addition to participating in depositions, Davis Polk interviewed a number of key individuals in connection with various aspects of the investigation into potential estate claims. For example, in connection with its investigation into the circumstances surrounding the formation of Rhodes Pharma, Davis Polk interviewed six current and former Purdue Pharma and Rhodes Pharma officers and Directors. As noted, Bates White and Davis Polk also jointly interviewed 15 Purdue Pharma employees and advisors in connection with the investigation into various cash and non-cash transfers from Purdue Pharma. In addition, throughout the investigation, Davis Polk held numerous discussions with senior and longtime members of Purdue Pharma's in-house legal

department with respect to Purdue Pharma's history of OxyContin-related litigation and government investigations, corporate governance issues, the Board's decision-making processes, including how decisions were made concerning the IACs, the purpose and functions of certain Sackler Entities, and various royalty and licensing arrangements, among other things.[67]

(vi) **Information Presented on Behalf of the Sackler Families**

To complement its review of large numbers of internal Purdue Pharma and third-party documents, Davis Polk and its advisors also received and evaluated a series of detailed presentations and supporting documentation provided by representatives of the Sackler Families on several key topics, including the Sackler Families' trust structures, the amount and location of assets held by the Sackler Families, and the Sackler Families' defenses to primary liability and estate claims. The Sackler Families had agreed to make these presentations, and to supply the required information, under the terms of a case management stipulation signed on November 5, 2019, and so-ordered by the Bankruptcy Court on November 20, 2019. *See Amended and Restated Case Stipulation Among the Debtors, the Official Committee of Unsecured Creditors and Certain Related Parties* (the "**Case Management Stipulation**") [D.I. 431-1].

- On November 22, 2019, the Davis Polk investigation team attended an approximately four-hour oral presentation by Debevoise & Plimpton LLP ("**Debevoise**") on behalf of Side A and Milbank LLP ("**Milbank**") and Joseph Hage Aaronson LLC ("**Joseph Hage**") on behalf of the descendants of Raymond R. Sackler ("**Side B**" of the Sackler Families) regarding the general classes of assets held by the Initial Covered Sackler Persons ("**ICSPs**"), as defined in the Case Management Stipulation. The Davis Polk investigation team also received and reviewed an accompanying 130-page presentation from Side A regarding the general classes of assets for Side A ICSPs and a 108-page presentation and 21-page supplemental presentation regarding the general classes of assets for Side B ICSPs;

- On December 9, 2019, the Davis Polk investigation team attended an approximately seven-hour oral presentation by Debevoise on behalf of Side A and Milbank and Joseph Hage on behalf of Side B regarding the Sackler Families' defenses to primary liability and estate claims and arguments in favor of settlement. The Davis Polk investigation team also received and reviewed an accompanying 128-page presentation from Side A and a 580-page presentation from Side B;

- On January 29, 2020, the Special Committee received an approximately three-hour oral presentation from Debevoise on behalf of Side A and Milbank and Joseph Hage on behalf of Side B regarding their defenses to primary liability and estate claims and arguments in favor of settlement;

- On January 15, 2020, the Davis Polk investigation team attended an approximately four-and-one-half-hour oral presentation by Debevoise on behalf of Side A and

[67] In connection with the transfer pricing analysis, Davis Polk and Bates White jointly interviewed 13 Purdue Pharma employees, including select members of Purdue Pharma's legal, finance, operations, sales and marketing, R&D, and regulatory affairs functions, as well as two outside advisors associated with Norton Rose Fulbright LLP.

Milbank and Joseph Hage on behalf of Side B covering the aggregate value of the assets and approximate liabilities of the Side B ICSPs. Davis Polk also received and reviewed an accompanying 168-page presentation from Side A and an accompanying 101-page presentation from Side B;

- On August 13, 2020, the Davis Polk investigation team attended an approximately one-hour oral presentation by Milbank, Joseph Hage, and Huron Consulting Group, financial advisors to Side B. Davis Polk also received and reviewed an accompanying 102-page presentation covering the flow of funds from Purdue Pharma to the so-called Top-Level Entities, transfers among the Top-Level Entities, and subsequent transfers to other parties;[68] and

- On September 17, 2020, the Davis Polk investigation team attended an approximately one-half-hour oral presentation by Debevoise and received and reviewed 16 accompanying spreadsheets detailing the flow of funds from Purdue Pharma to Beacon Company and related entities, including trusts held for the benefit of members of Side A.

(vii) **Cooperation with the Creditors' Committee**

In conjunction with and as part of the Special Committee's investigation, Davis Polk and the Special Committee's financial advisors cooperated on an ongoing basis since early November 2019 with the legal counsel and financial advisors to the Creditors' Committee as co-fiduciaries of the Debtors' estates, in evaluating potential claims by the Debtors against the Sackler Families and Sackler Entities.

In furtherance of that cooperation, and pursuant to a common interest understanding between counsel for the Debtors and the Creditors' Committee with respect to the assessment and prosecution of the claims of the Debtors' estates as to the Sackler Families and Sackler Entities, Davis Polk and the Special Committee's financial advisors participated in more than 25 substantive in-person meetings and teleconferences with the legal and financial advisors to the Creditors' Committee, as well as innumerable emails.

In these exchanges, the Creditors' Committee had direct access to the Special Committee's legal and financial advisors on matters concerning potential estate claims. Bates White, for example, participated in numerous hours-long meetings with the Creditors' Committee's counsel and financial advisors for common interest discussions of matters including but not limited to (a) methodological approaches to evaluating the value of non-cash transfers and intercompany transactions between Purdue Pharma and various Sackler Entities; and (b) interim conclusions by Bates White with respect to the values of various equity transfers, licenses granted with respect to OxyContin, and the 2017 assignment by PPLP of its royalty rights to non-ADF OxyContin. In the

[68] For purposes of the presentation, the term "Top-Level Entities" was defined to include the Rosebay Medical Company L.P., Trust U/A 11/5/74 fbo Beverly Sackler (a/k/a the "**74A Trust**"), Rosebay Medical Company, Inc., 1974 Irrevocable Trust A fbo BS and RSS, 1974 Irrevocable Trust A fbo BS and JDS, Trust B U/A dtd 11/5/74 fbo Beverly Sackler, 1974 Irrevocable Investment Trust, Raymond R. Sackler Trust 1 dtd 12/23/89, Raymond R. Sackler Trust 2 dtd 12/23/89, Raymond R. Sackler Trust 1B dtd 12/23/89, Raymond R. Sackler Trust 2B dtd 12/23/89, AR Irrevocable Trust and AJ Irrevocable Trust.

course of these discussions, Bates White explained its methodology and assessment of relevant factors with the Creditors' Committee's financial advisors, Province and Ocean Tomo. It also discussed its findings with the Ad Hoc Committee's professionals at FTI.

Throughout its investigation, Davis Polk shared with counsel to the Creditors' Committee, on a common interest basis, certain work product concerning potential estate claims, including among other things, preliminary legal analysis, document compilations relevant to specific deponents, and draft reports prepared by AlixPartners and Bates White.

Davis Polk also engaged in extensive discussions with counsel to the Creditors' Committee throughout the discovery period in the Debtors' Chapter 11 Cases, in order to, among other things: (a) identify an appropriately scoped set of documents for the Debtors to produce to the Creditors' Committee and (b) assist with the Creditors' Committee and NCSG's depositions of the Sackler Families, current and former Board members, current employees of the Debtors, and other parties. With respect to the scope, Davis Polk engaged with the Creditors' Committee to best identify the materials relevant to potential estate claims and to produce an appropriate and extensive volume of documents and information.[69]

Davis Polk also ensured that non-privileged documents identified by the Special Committee team as relevant to potential estate claims were produced to the Creditors' Committee. And, pursuant to a stipulation between the Debtors and the Creditors' Committee in connection with a negotiated resolution of two motions filed by the Creditors' Committee, Davis Polk also provided privileged Purdue Pharma documents that were deemed material to its analysis of potential estate claims to the Creditors' Committee on a common interest basis, representing an extraordinary level of cooperation with the Creditors' Committee on the part of the Debtors. Indeed, soon after the stipulation was reached, the Creditors' Committee itself informed the Bankruptcy Court that it was "aware of no other debtor agreeing to supply privileged documents to its creditors, certainly not on this scale." *See Creditors' Committee Reply in Support of Its Motion to Compel Production of Purportedly Privileged Documents* [D.I. 2014].

(viii) **Evaluation of Potential Claims by Special Committee**

As the work of the Special Committee's advisors was ongoing, the Special Committee received regular briefings and a series of in-depth presentations from Davis Polk, AlixPartners, and Bates White on relevant factual findings and legal analysis concerning potential estate claims, including on, among other topics, the value of the distributions to or for the benefit of the Sackler Families and Sackler Entities; the factual investigation into the cash and non-cash transfers made from Purdue Pharma; the transfer pricing analysis to determine whether Purdue Pharma received fair value for each of the material transfers or transactions made from Purdue Pharma; the legal framework for evaluating potential estate claims; the availability and range of prejudgment interest

[69] Davis Polk also devised technical solutions with the Debtors' discovery vendor to help remove duplicative documents to ensure efficiency; proposed numerous refinements to improve the Creditors' Committee's search terms; and participated in multiple teleconferences with the Creditors' Committee related to potential custodians of electronic documents for collection and review.

on potential estate claims; and the standards used by courts to decide whether to approve settlements in the bankruptcy context.

Davis Polk also periodically provided the Special Committee with a chronology of select documents identified as relevant to potential estate claims, as well as portfolios of the underlying documents. Over time, the chronology was expanded to include pertinent documents from productions by parties and non-parties in the Chapter 11 Cases, such as the Sackler Families and Norton Rose Fulbright LLP, and documents highlighted by the Creditors' Committee as relevant to estate claims.

Based on the investigation and analysis of its advisors, the Special Committee assessed the strength of the estate claims and any issues of fact and law that might be disputed in a potential litigation. The Special Committee considered the strength of the evidence, as well as the legal and expert analyses presented by its advisors. The Special Committee considered a number of issues of fact and law that could affect the value of the claims including, but not limited to:

- The substance and strength of the evidence supporting the estate causes of action, including the substance and strength of any evidence of intent to transfer assets in order to frustrate creditors;
- The legal and factual basis for concluding that Purdue Pharma was insolvent prior to the Petition Date based on unliquidated and, often, unasserted claims;
- The applicable statute of limitations relevant to the fraudulent transfer claims;
- Whether all transfers of value may be avoidable based on fraudulent transfer claims, with a particular focus on Tax Distributions and the below-market royalty arrangements;
- The ability to recover and potential value of prejudgment interest; and
- The collectability of any judgments against individuals, trusts, and other affiliated entities, including in connection with assets located outside the United States.

(ix) **Negotiation and Approval of the Proposed Settlement and Release**

On September 30, 2020, the Bankruptcy Court entered the Supplemental Mediation Order, which authorized the Mediators to continue the Pre-Confirmation Mediation to resolve certain open issues referenced in the Mediators' Report, as well as to mediate the estate causes of action. *See Order Expanding Scope of Mediation* (the "**Supplemental Mediation Order**") [D.I. 1756].

On November 13, 2020, in the context of the parties' then-ongoing Mediation, Davis Polk attended an oral presentation by the Creditors' Committee on its provisional views and findings with respect to its investigation of potential estate causes of action. With the consent of the Creditors' Committee, on November 24, 2020, Davis Polk reviewed aspects of the Creditors' Committee's presentation with the Special Committee, and provided the Special Committee with a redacted version of the presentation consistent with the operative protective order in the Chapter 11 Cases.

In December 2020 and January 2021, as the Pre-Confirmation Mediation advanced, the Special Committee formally met on no fewer than eight occasions. Moreover, counsel had numerous additional calls with the Chair of the Special Committee and other members of the Special Committee. The Special Committee was provided regular updates on the Pre-Confirmation Mediation, including offers and counteroffers that had been communicated through the Mediators by the NCSG, on the one hand, and the Sackler Families, on the other hand. The Special Committee also discussed with its advisors the Debtors' strategic objectives in the Pre-Confirmation Mediation and potential alternative plans of reorganization, including such alternatives that both included and excluded contributions from a potential settlement with the Sackler Families. Among other things, financial advisors provided critical information on the feasibility of the Company to operate post-emergence in light of potential mediation outcomes. Counsel also continued to update the Special Committee on the ongoing investigation.

On January 19, 2021, Davis Polk received additional information from the Creditors' Committee regarding documents considered by its advisors to be relevant to the estate causes of action, which were subsequently provided to the Special Committee. At the same time, on January 19, 2021, the Special Committee authorized the Special Committee's advisors to continue negotiations at the direction of the Special Committee Chair in between meetings of the Special Committee. In addition to this authorization, the Special Committee resolved to continue to meet regularly to ensure that, among other things, all members of the Special Committee were apprised of developments in the Pre-Confirmation Mediation and ongoing negotiations.

On January 22, 2021, the Special Committee was advised that the Mediators had made a joint Mediators' proposal. During a nearly two-hour meeting of the Special Committee on January 22, advisors provided the Special Committee with a comprehensive update on the investigation, including analysis of the estate causes of action and potential recoveries. The presentation also discussed the possible methodologies developed by economic advisors at Bates White for calculating the present value of the settlement proposal based on assumptions regarding the payment schedule. Following the presentation, the Special Committee authorized the Debtors to convey to the other parties to the Pre-Confirmation Mediation that the Special Committee supported ongoing negotiations subject to the satisfactory resolution of all economic terms.

With the Special Committee's authorization, the Debtors began to take an active role in the negotiations and at all times kept the Special Committee informed through contemporaneous email, calls and meetings of the status. During a Special Committee meeting on January 28, 2021, the Special Committee was advised that the Debtors, together with the Creditors' Committee, the Ad Hoc Committee, and the MSGE had written to the representatives of the Sackler Families and the Mediators to convey their willingness to continue negotiations with the Sackler Families based on the terms of the Mediators' proposal of January 21, 2021.

On January 29, 2021, the Sackler Families expressed their willingness to engage in such negotiations, accepting a payment amount and proposing a payment schedule. On January 31, 2021, the Pre-Confirmation Mediation formally concluded pursuant to court order, but settlement negotiations continued among the Sackler Families, the Debtors, the NCSG, the Creditors' Committee, the Ad Hoc Committee, and the MSGE. From January 29, 2021 to February 18, 2021, the Sackler Families and the Debtors, together with the Creditors' Committee, the Ad Hoc Committee, and the MSGE, exchanged eight offers and counteroffers. Each of the Creditors'

Committee, the Ad Hoc Committee, and the MSGE supported each of the counteroffers. In addition to the Special Committee's discussion of the negotiations during meetings on February 2 and 16, 2021, the Special Committee Chair, as authorized by the Special Committee, subsequently approved all counteroffers proposed jointly by the Debtors, the Creditors' Committee, the Ad Hoc Committee, and the MSGE to the Sackler Families. Economic advisors from Bates White provided constant financial analysis of the present value of the settlement proposals.

On February 21, 2021, all members of the Special Committee approved a best and final offer to the Sackler Families regarding the payment schedule. The offer, also supported by the Creditors' Committee, the Ad Hoc Committee, and the MSGE, as every counteroffer, was accepted by the Sackler Families on February 22. During a meeting on February 24, the Special Committee was provided an update on negotiations regarding all other terms, including payment guarantees, that the Debtors, the Creditors' Committee, the Ad Hoc Committee, the MSGE, and the Sackler Families were continuing to negotiate. The Special Committee was also provided an update on any additional investigatory work performed on its behalf.

On March 2, March 8 and March 11, the Special Committee was again provided updates on the ongoing negotiation of the additional settlement terms, including terms relating to credit support, remedies, terms of releases and other terms. At a meeting of the Special Committee held on Sunday, March 14, in advance of a full board meeting, the Special Committee authorized the filing of the Twelfth Amended Plan, including the Initial Shareholder Settlement Term Sheets (defined below).

3. The Initial Terms of Settlement of Claims Against the Sackler Families

The initial terms of the settlement with certain Sackler Entities (excluding the IACs but including certain direct and indirect owners of the IACs) (the "**Sackler Parties**") were set forth in the term sheets (the "**Initial Shareholder Settlement Term Sheets**") attached to the *Disclosure Statement for Fifth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors* (the "**Original Disclosure Statement**") as Appendix G, which document the principal terms of an initial settlement agreement (the "**Initial Shareholder Settlement Agreement**") that was included in the plan supplement for the Twelfth Amended Plan.

The settlement with the Sackler Parties required payments from the Sackler Parties totaling $4.275 billion over nine years (or ten years if certain amounts were paid ahead of schedule in the first five years), up from $3 billion over seven years under the Initial Settlement Framework. The expected schedule of payments, which allowed adjustment based on the actual effective date of the Twelfth Amended Plan, (the "**Initial Required Settlement Payments**") is set forth below.

Date	**Initial Required Settlement Payments**
Effective Date	$300 million
June 30, 2022	$350 million
June 30, 2023	$350 million
June 30, 2024	$350 million
June 30, 2025	$350 million

Date	Initial Required Settlement Payments
June 30, 2026	$300 million
June 30, 2027	$1 billion
June 30, 2028	$475 million
June 30, 2029	$425 million, subject to deferral of up to $25 million
June 30, 2030	$375 million, subject to deferral of up to $175 million
June 30, 2031	Up to $200 million, consisting of any deferred amounts

The potential deferral of certain Initial Required Settlement Payments would have been applicable as follows: each dollar in excess of $2.5 billion up to and including $2.675 billion in the aggregate that the Master Disbursement Trust actually receives pursuant to the Initial Shareholder Settlement Agreement on or prior to June 30, 2026 would have been deferred one dollar, up to a maximum aggregate amount of $175 million, of Initial Required Settlement Payments otherwise payable on June 30, 2030 to instead become payable on June 30, 2031. Furthermore, each dollar in excess of $2.675 billion that the Master Disbursement Trust actually receives pursuant to the Settlement Agreement on or prior to June 30, 2026 would have been deferred one dollar, up to a maximum aggregate amount of $25 million, of Initial Required Settlement Payments otherwise payable on June 30, 2029 to instead become payable on June 30, 2031. Deferrals would have only been made if the aggregate amount available for deferral exceeded $25 million.

As described in more detail in the Initial Shareholder Settlement Term Sheets, Initial Required Settlement Payments payable on June 30, 2023 or later, as well as certain other payments to be made by the Sackler Parties to the Master Distribution Trust pursuant to the Initial Shareholder Settlement Agreement, would have been made into escrow, paused or terminated (and amounts held in escrow would have been returned to the Sackler Parties), depending on whether the Confirmation Order had been appealed and the status or outcome of such appeal.

The Sackler Parties and certain other persons and/or individuals would have received the benefit of Releases and injunctions described in the Twelfth Amended Plan, as consideration for such payments under the Initial Shareholder Settlement Agreement.

As described in more detail in the Initial Shareholder Settlement Term Sheets, the Sackler Parties would have been required to use their best efforts to sell the IACs within seven years. All cash proceeds received by the Sackler Parties from the IACs, in connection with a sale or otherwise, would have been deposited and maintained in pledged and perfected deposit accounts or escrow accounts for the benefit of the Master Distribution Trust, with certain withdrawals permitted from such accounts as described in the Initial Shareholder Settlement Term Sheets. Certain of such proceeds would have been used to satisfy the next due Initial Required Settlement Payment(s), after accounting for a deduction consistent with the initial Settlement Framework based on the amount of previously funded Initial Required Settlement Payments, as well as other deductions that were agreed in connection with the Initial Shareholder Settlement Agreement.

As collateral for the Initial Required Settlement Payments and other obligations of the Sackler Parties under the Initial Shareholder Settlement Agreement, all equity interests in certain

holding companies of the IACs owned by the Sackler Parties (subject to exclusions) were to be pledged for the benefit of the Master Disbursement Trust. Moreover, certain Sackler Parties would have provided additional collateral under the Initial Shareholder Settlement Agreement of certain of the Sackler Parties that are trusts and in the case of the Raymond Sackler family collateral in the form of equity interests in investment holding companies that directly or indirectly own investment assets.

The Debtors and other parties were provided substantial information regarding the quantum of the Sackler Families' wealth, its location, the holdings and risk profile of various individual members of the Sackler Families and their trusts, and other factors relevant to collectability in connection with the extensive discovery conducted during these cases. Further detailed information regarding the net asset values of the proposed obligors under the Initial Shareholder Settlement Agreement was provided to the Debtors and other parties in response to diligence requests in connection with the settlement negotiations.

Under the terms of the Initial Shareholder Settlement Agreement, the obligation of the Sackler Parties to pay the $4.275 billion settlement amount was to be allocated between Side A and Side B of the Sackler Families on a 50/50 basis between the Side A and Side B Sackler Families, and then further allocated on a 50/50 basis within the Side B Sackler Families and on a 1/8 basis within the Side A Sackler Families, subject in each case to a financial adjustment mechanism based on the gross proceeds from the sale of the IACs (which would shift settlement obligations from Side A to Side B in the event IAC proceeds were in the lower end of the expected range and from Side B to Side A if IAC proceeds exceeded certain thresholds) and in the case of the A-Side Payment Group 8, subject to further adjustments, as set forth in more detail in the Initial Shareholder Settlement Term Sheets. Within the Side A and Side B families, there were also significant disparities between the financial positions and holdings of the various individuals and family groups. These differences between the separate family groups were taken into account within each of the 10 family groups in order to tailor an overall credit support package that would maximize the likelihood of recovery of the overall obligations under the Initial Shareholder Settlement Agreement, as set out in greater detail in the Initial Shareholder Settlement Term Sheets.

The settlement obligations of Side A of the Sackler Families were further allocated, largely on a *pro rata* basis, among eight different groups consisting of certain trusts, individuals and/or other entities that were obligors under the Initial Shareholder Settlement Agreement. The information received from Side A of the Sackler Family as of September 30, 2020 for trusts and for individuals (which, depending on the individual, may be as of September 30, 2020 or September/October 2019), which information was based on a methodology developed by the Sackler Families and subject to change since such respective dates, indicated that for each Side A group, the combined net asset value of the obligors in such Side A group represented an approximate multiple of more than 1.4x of the potential settlement obligations of the Side A group, on average across all of the Side A groups (including working assumptions for the IACs, per discussions between financial advisors to the Debtors and other parties). In addition, and as part of such net asset value, as detailed in the Initial Shareholder Settlement Term Sheets, certain obligors within each of the Side A groups were to provide additional collateral to support the settlement obligations, consisting of deposit accounts funded with cash and cash equivalents, equity interests in holding companies that directly or indirectly own investment assets, real estate and/or other assets and security interests over substantially all of the assets of certain trusts.

Side B of the Sackler Families was divided into only two separate groups consisting of trusts, individuals and/or other entities that would be obligors under the Initial Shareholder Settlement Agreement, with settlement obligations allocated on a *pro rata* basis between the two Side B groups. The information received from Side B of the Sackler Family as of September 30, 2020 and October 2019 for individuals, trusts, and entities, which information was based on a methodology developed by the Sackler Families and was subject to change since such respective dates, indicated that for each Side B group, the combined net asset value of the obligors in such Side B groups represented an approximate multiple, on average across both of the Side B Groups, of more than 2.0x of the potential settlement obligations of the Side B group (including working assumptions for the IACs, per discussions between financial advisors to the Debtors and other parties). As collateral to support the settlement obligations, the Side B groups also pledged equity interests in certain holding companies that indirectly owned investment assets, which, across both Side B groups, were valued at over $1 billion.

The net asset values described above referred to the proposed obligors under the Initial Shareholder Settlement Agreement and did not represent the total net asset value of all individuals, entities and trusts associated with the Sackler Families.

In addition, certain Sackler Entities were prohibited from engaging in the manufacturing or sale of opioids, subject to exceptions to be agreed. Certain of the Sackler Parties agreed to additional affirmative and restrictive covenants, including with respect to the collateral provided, as more fully described in the Initial Shareholder Settlement Term Sheets.

Remedies for breach of the Initial Shareholder Settlement Agreement included, without limitation, acceleration of the unpaid and unfunded obligations of the defaulting Sackler Parties, voiding the releases applicable to the Sackler Parties in breach and certain other members of the Sackler Entities related to the breaching Sackler Parties, foreclosure by the Master Disbursement Trust on the collateral provided, and enforcement of confessions of judgment by the applicable Sackler Parties admitting the obligations that had come due and certain other remedies to be mutually agreed. For additional detail regarding such terms, see the Initial Shareholder Settlement Term Sheets attached to the Original Disclosure Statement as Appendix F.

The Initial Shareholder Settlement Agreement also resolved certain other matters between certain Sackler Entities and the Debtors, including that it would be a condition precedent to the effectiveness of the Initial Shareholder Settlement Agreement that the matters related to the ongoing contractual and intellectual property relationships among the Debtors, the Specified Parties (as defined in the Initial Shareholder Settlement Term Sheets) and the IACs had been mutually agreed, and that certain agreements related to such matters had been executed, including, but not limited to, an agreement between Avrio and PRA, pursuant to which (i) certain existing licenses from PRA to Avrio for the exploitation of Senokot-branded and Betadine-branded over-the-counter products would be terminated and (ii) all of the intellectual property licensed from PRA to Avrio under such existing licenses would be assigned to Avrio.

Y. Subsequent Shareholder Settlement

1. The Terms of Settlement of Claims Against the Sackler Parties

The principal terms of the Shareholder Settlements with the Sackler Payment Parties will be documented in the Plan, the Plan Supplement, the Confirmation Order, the Master Shareholder Settlement Agreement, and the Direct Claims Shareholder Settlement Agreements. The rights and obligations of all parties under the Master Shareholder Settlement Agreement and Direct Claims Shareholder Settlement Agreements remain subject to the finalization of such agreements.

Certain key terms of the Shareholder Settlements, including the terms of the settlement among the Shareholder Payment Parties and Holders of both Third-Party Payor Claims and PI Claims and the Debtors' releases of the Shareholder Released Estate Claims against the Shareholder Released Parties, are set forth in the Plan.

The Debtors, the Sackler Payment Parties and certain other parties will also enter into the Master Shareholder Settlement Agreement, which will govern the Sackler Payment Parties' settlement payment obligations on an aggregate basis, the terms, conditions and details with respect to such payments and general implementation of the Shareholder Settlements (e.g., provisions relating to the sale of the IACs and snapback litigation in the event of a default), the establishment of certain reserves (as described below), and certain other Sackler Payment Party covenants in connection with the Shareholder Settlements. An initial draft of the Master Shareholder Settlement Agreement, dated as of June 17, 2025, is filed at D.I. 7591 and is part of the Plan Supplement.

In addition to the Plan and the Master Shareholder Settlement Agreement, certain Settling Creditors will enter into Direct Claims Shareholder Settlement Agreements pursuant to which such Settling Creditors will provide releases of claims against the Shareholder Released Parties and the Released Parties. The Direct Claims Shareholder Settlement Agreements will provide specific terms governing the terms and enforcement of payment obligations of the Sackler Payment Parties to such Settling Creditors.[70]

In aggregate, the Shareholder Settlement Agreements require payments from the Sackler Parties of up to $6.5 billion over fifteen years,[71] which represents an increase in the Sackler Parties' payment obligations from the $4.325 billion over nine years required under the Initial Shareholder Settlement Agreement. Additionally, if the net proceeds from the sale of Sackler Parties' IACs exceed $4.3 billion, the IAC Payment Parties (as defined in the Master Shareholder Settlement

[70] For example, certain holders of Non-Federal Domestic Governmental Claims, the Master Disbursement Trust and the Sackler Payment Parties will enter into the Governmental Entity Settlement Agreement which will govern direct settlement payment determinations, enforcement, and release terms for Settling Creditors holding Non-Federal Domestic Governmental Claims. A draft of the Governmental Entity Settlement Agreement is filed at D.I. 7592 for informational purposes only (the Debtors are not a party to any Direct Claims Shareholder Settlement Agreements).

[71] The Shareholder Direct Settlement Portion of the Sackler Parties' $7 billion maximum contribution will be subject to reduction based upon the number and category of claimants who choose not to provide releases to the Shareholder Released Parties and Released Parties.

Agreement) will contribute to the Master Disbursement Trust 90% of such excess net proceeds, up to a maximum of a further $500 million.[72]

The Sackler Payment Parties' payments under the Plan and Shareholder Settlement Agreements will be allocated between the Estate Claims Settlement and the Direct Claims Settlements, the two separate but related components of the Shareholder Settlement Agreements. Of the payments made by the Sackler Parties, approximately one-third (i.e. ~$2.17 billion) will be allocated to the Estate Claims Settlement payments and approximately two-thirds (i.e., ~4.33 billion) will be allocated to Direct Claims Settlements payments. Settling Creditors will receive Distributions on account of both the Estate Claim Settlement and the Direct Claims Settlements. Non-Settling Creditors who do not provide releases to the Sackler Parties will not receive Distributions on account of the Direct Claims Settlements but will be eligible to receive their share (as calculated pursuant to the Plan and Creditor Trust Documents) of Estate Distributions from the Estate Claim Settlement payments and other estate consideration if and when their claims are allowed.

The Sacklers' payments are front-loaded, with approximately 44% of the payments payable in the first three years after the Effective Date. The expected schedule of payments, which may be adjusted based on, among other things, creditor participation in the Shareholder Settlements and any permitted prepayments, is set forth below (the "**Required Settlement Payments**").[73]

Date	**A-Side Contribution**	**B-Side Contribution**	**Required Settlement Payments**
Effective Date	$537.50 million	$962.50 million	$1.5 billion
Effective Date + 1 Year	$212.50 million	$287.50 million	$500 million
Effective Date + 2 Years	$212.50 million	$287.50 million	$500 million
Effective Date + 3 Years	$170.00 million	$230.00 million	$400 million
Effective Date + 4 Years	$156.25 million	$93.75 million	$250 million
Effective Date + 5 Years	$156.25 million	$93.75 million	$250 million
Effective Date + 6 Years	$106.25 million	$143.75 million	$250 million

[72] Under the Master Shareholder Settlement Agreement, the IAC Payment Parties must use commercially reasonable efforts to sell IACs within seven years. If they fail to do so, the Master Disbursement Trust will have the option to seek a forced sale for a price in excess of a certain appraised amount.

[73] The parties intend that pursuant to a separate settlement agreement that will become effective alongside the Shareholder Settlement Agreements, one or more IACs will agree to make an estate payment simultaneously with the first payment, which will reduce the amount the A-Side and B-Side parties are obligated to pay the estate on the first payment date.

Date	A-Side Contribution	B-Side Contribution	Required Settlement Payments
Effective Date + 7 Years	$106.25 million	$143.75 million	$250 million
Effective Date + 8 Years	$106.25 million	$143.75 million	$250 million
Effective Date + 9 Years	$106.25 million	$143.75 million	$250 million
Effective Date + 10 Years	$106.25 million	$143.75 million	$250 million
Effective Date + 11 Years	$106.25 million	$143.75 million	$250 million
Effective Date + 12 Years	$106.25 million	$143.75 million	$250 million
Effective Date + 13 Years	$191.25 million	$258.75 million	$450 million
Effective Date + 14 Years	$191.25 million	$258.75 million	$450 million
Effective Date + 15 Years	$191.25 million	$258.75 million	$450 million
Total	$2,762.5 million	$3,737.5 million	$6.5 billion

The Sackler Payment Parties, and certain other persons will receive the benefit of releases and injunctions, as described in Article I.E-F., as consideration for such payments and other agreements under the Shareholder Settlements. The Thirteenth Amended Plan will not contain non-consensual third-party releases. Consistent with the Harrington Decision, public and private claimants who choose not to provide releases to the Shareholder Released Parties and the Released Parties will have the opportunity to pursue litigation against the Shareholder Released Parties and the Released Parties, subject to certain terms and conditions described more fully in the Plan.

The Master Shareholder Settlement Agreement establishes certain "reserves" that will be available to fund "Litigation Costs" (as defined in the Master Shareholder Settlement Agreement) comprised of Shareholder Released Parties' litigation and settlement costs relating to, among other things, certain Causes of Action that would have been released pursuant to the 12th Amended Plan (if such Plan were in effect), subject to certain limitations and conditions set forth in the Master Shareholder Settlement Agreement.

The Sackler Payment Parties will provide collateral and other forms of credit support to secure the Required Settlement Payments and other obligations of the Sackler Parties under the Shareholder Settlement Agreements, as more fully set forth in the Credit Support Annexes to the Master Shareholder Settlement Agreement.

As discussed in Article III.Q, *supra*, the Debtors and other parties were provided substantial information regarding the quantum of the Sackler Families' wealth, its location, the holdings and risk profile of various individual members of the Sackler Families and their trusts, and other factors relevant to collectability in connection with the extensive discovery conducted during these cases. Further detailed information regarding the net asset values of the proposed obligors under the Shareholder Settlement Agreements was provided to the Debtors and other parties in response to diligence requests in connection with the settlement negotiations.

Under the terms of the Shareholder Settlement Agreements, the obligation of the Sackler Parties to pay the $6.5 billion Required Settlement Amount will be allocated between the A-Side and B-Side of the Sackler Families as set forth above and in further detail in the Shareholder Settlement Agreements. Within the A-Side and B-Side of the Sackler Families, there are also significant disparities between the financial positions and holdings of the various individuals and family groups. These differences between the separate family groups will be taken into account within each of the 10 family groups in order to tailor an overall credit support package that will maximize the likelihood of recovery of the overall obligations under the Shareholder Settlement Agreements.

Finally, consistent with the Debtors' obligations under the DOJ Resolution, the Shareholder Settlement Agreements contemplate the creation of the Public Document Repository, which is described in Article III.W. herein.

Overall, when combined with what the Debtors expect will be approximately $927 million[74] of Effective Date Cash of the Debtors available for distribution on the Effective Date, the total cash consideration available to the creditors under the Plan is anticipated to be up to $7.9 billion. In addition, public claimants may also receive recoveries from insurance and causes of action against third parties.

2. Evaluation of the Settlement with the Sackler Parties

The Shareholder Settlements with the Sackler Parties are key elements of the Plan. Pursuant to these interrelated settlements, the Sackler Parties will pay up to $7 billion in cash over 15 years (subject to certain pre-payment discounts) in exchange for (1) release of civil claims against the Sackler Families and certain other persons by the Debtors under the Plan and (2) releases of direct civil claims against the Sackler Families and certain other persons by only those claimants who elect to settle those claims.[75]

The Sackler Parties' settlement with the Estates and the Direct Claims Settlements are interrelated and mutually conditioned on one another, and together provide substantial value to

[74] The $927 million figure is based on current projections and subject to variability based on the Debtors' Effective Date, the cost of the Debtors' bankruptcy cases, and any legal, contractual or other restrictions on such cash.

[75] As described in Article III.CC.3. the Direct Claims Settlements provide individual creditors with the opportunity to settle their Direct Claims in exchange for additional consideration. Creditors who elect to release their Direct Claims against the Sackler Parties will receive their pro rata share of (i) consideration from the Estates and (ii) consideration from the Sackler Parties. Creditors who do not elect to release their Direct Claims will retain such Claims and will be entitled to pursue litigation against the Sackler Parties after the Effective Date.

creditors. The Debtors seek the Court's approval of only the Sackler Parties' settlement with the Estates, which is the only Shareholder Settlement subject to such approval under the Bankruptcy Code. However, the Debtors evaluated—and in the Debtors' view the Court should evaluate—the benefits of the comprehensive resolution provided by the Shareholder Settlements.

As described in Article III.X.2, *supra*, after an extensive investigation and careful consideration by the Special Committee of potential claims against the Sackler Parties held by the Debtors, and months of engagement with and the involvement of key creditor constituencies including the Creditors' Committee, the AHC, the MSGE Group, the Native American Tribes Group, the Ad Hoc Group of Individual Victims, the Ad Hoc Group of Hospitals, the ER Physicians, the Third-Party Payor Group, the Ratepayer Mediation Participants, the NAS Committee, and the Public School District Claimants, the Debtors[76] have determined the Estates' settlement with the Sackler Parties is fair, equitable, and in the best interest of the Debtors' Estates. In light of the enormous value to the Estates provided by the global resolution of the Estate Causes of Action and interrelated opportunity for creditors to resolve (i) Direct Claims and (ii) disputes concerning the validity of claims and allocation of estate proceeds among claimants of the estate, the consideration contemplated by the Shareholder Settlements is well above "the lowest point in the range of reasonableness." *In re Telignet Services, Inc.*, 2010 WL 2034509 at *9 (S.D.N.Y. May 13, 2010) (citing *In re W.T. Grant Co.*, 699 F.2d 599, 613 (2d Cir. 1983)). Accordingly, the Debtors support the Shareholder Settlements as elements of the Plan, subject to satisfactory resolution of certain terms that continue to be negotiated.

(i) Factors Relevant to Evaluating the Settlements

Under Federal Rule of Bankruptcy Procedure 9019, any settlement of claims of or against the Debtors is subject to approval by the Bankruptcy Court. Further, because the Sackler Parties' settlement with the Estates is an essential element of the Plan, approval of that settlement by the Bankruptcy Court is a necessary precondition to confirmation and consummation of the Plan.

In *TMT Trailer Ferry*, the U.S. Supreme Court outlined the standards for courts to use in evaluating proposed settlements by debtors in bankruptcy. The key function of courts in that circumstance, the Court explained, is "to compare the terms of the compromise with the likely rewards of litigation." *Protective Committee for Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 425 (1968). Following the Supreme Court's decision in *TMT Trailer Ferry*, courts in the Second Circuit have outlined certain factors to be considered by courts evaluating whether to approve settlements proposed by a debtor in bankruptcy proceedings:

- The balance between the litigation's possibility of success and the settlement's future benefits;

[76] As discussed in Art. II.E.2., supra, Purdue Pharma's governance documents irrevocably granted an independent Special Committee of the Board of Directors exclusive authority over the prosecution, defense, and settlement of any causes of action Purdue Pharma may assert against its shareholders as well as members of the Sackler Families and their affiliates. As such, all references in this Section to considerations and determinations of the Debtors, as they relate to its evaluation of claims against the Sackler Families and Sackler Parties, reflect considerations and determinations of the Special Committee pursuant to this exclusive delegated authority.

- The likelihood of complex and protracted litigation, "with its attendant expense, inconvenience, and delay," including the difficulty in collecting on the judgment;

- "[T]he paramount interests of the creditors," including each affected class's relative benefits "and the degree to which creditors either do not object to or affirmatively support the proposed settlement";

- Whether other parties in interest support the settlement;

- The "competency and experience of counsel" supporting, and "[t]he experience and knowledge of the bankruptcy court judge" reviewing, the settlement;

- "[T]he nature and breadth of releases to be obtained by officers and directors"; and

- "[T]he extent to which the settlement is the product of arm's length bargaining."

In re Iridium Operating LLC, 478 F.3d 452, 462 (2d Cir. 2007).

In the following pages, the Debtors summarize their evaluation of the Shareholder Settlements under the foregoing factors to be considered by the Bankruptcy Court in evaluating the settlements and the reasons for the Debtors' belief that, under those factors, the settlements should be approved by the Bankruptcy Court as fair, reasonable and in the best interest of the Debtors' Estates. The Debtors understand that the Bankruptcy Court will have to rule on whether the *TMT Trailer* factors are satisfied. For purposes of this Disclosure Statement, the Debtors are providing this analysis for the more limited purpose of assisting creditors in understanding the Debtors' rationale for putting forward the Plan. The Debtors are aware that the claims against the Sackler Parties discussed herein may be litigated in the future, either because the settlement is not finally approved or because of a future default event. The analysis balances the need for disclosure regarding the Debtors' support for the Plan with the need to avoid any potential prejudice in future litigation.

(ii) Balancing Possible Litigation Recoveries Against the Benefits of the Settlements

In the Debtors' estimation, the first *Iridium* factor—the balance between the litigation's likelihood of success and the settlements' future benefits—weighs in favor of approval of the Sackler Parties' settlement with the Estates. As explained in more detail below, success in litigating and collecting on the Debtors' claims against the Sackler Parties cannot be guaranteed, whereas the Shareholder Settlements promise very significant benefits for the Debtors' Estates and stakeholders.

The settlements reflect a reasoned judgment as to the trade-off between a possible but uncertain recovery of a larger amount through years of continued litigation versus an agreed recovery of settlement payments that are certain, but may be less than what the Debtors potentially could obtain in litigation.

The following section discusses the expected benefits of the settlements and then weighs them against the likelihood of success in litigation.

(1) The Benefits of the Settlements

There are many benefits of the Shareholder Settlements to weigh against the uncertain results of litigation. These include, among other things, the very material up to $7.0 billion in payments to be made by the Sackler Parties, which are a critical element of the Plan. Among other things, these payments make possible the agreed distribution of funds in satisfaction of the Private-Side Resolutions, secure the benefits of the DOJ Resolution for Purdue Pharma and its creditors, and still provide for billions of dollars in cash that will fund the state, local and tribal trusts. The settlements' benefits also include the avoidance of the potentially ruinous disintegration of Purdue Pharma's valuable assets that would result if it were left to participate in years of further litigation.

(A) The Shareholder Settlement Payments

The proposed settlements provide enormous financial value for the benefit of Purdue Pharma's creditors, and improve upon the settlement terms embodied in the Twelfth Amended Plan and on the Initial Settlement Framework announced in September 2019. As described in detail in Article III.Y.1., the settlements with the Sackler Parties require payments from the Sackler Parties totaling a maximum of $7 billion over fifteen years. These funds will be deposited in trusts established for the benefit of states and localities, as well as other creditor groups such as Native American Tribes, healthcare providers, and children with a history of Neonatal Abstinence Syndrome and their guardians. There will be transparency to ensure that the purpose of the trusts will be effected.

These payments by the Sackler Parties under the proposed Shareholder Settlements improve upon the Sackler Parties' prior payment obligations of $4.325 billion over nine years contemplated under the Initial Shareholder Settlement Agreement. The payments by the Sackler Parties also exceed the benefits contemplated by the Initial Settlement Framework that was under consideration at the time these Chapter 11 Cases commenced in September 2019. Under the proposed Shareholder Settlements, the Sackler Parties will pay up to $4 billion over and above the $3 billion they had offered as of September 2019 (and in addition to the $225 million they have already paid to the DOJ), a material additional recovery of funds that will be directed towards to Public Creditor Trusts and Private Creditor Trusts pursuant to the Plan.

The principal consideration to be granted to the Sackler Parties in exchange for such payments are the civil release and injunction provisions with respect to specified parties associated with the Sackler Parties provided for under the Plan and the various Direct Claims Shareholder Settlement Agreements. *See* Article III.CC below and the Master Shareholder Settlement Agreement for a more detailed description of the terms of these settlements. The release and injunction provisions are described in detail in Articles I.E-F. herein.

The Shareholder Settlements call for the Sackler Parties to make payments totaling up to $7.0 billion over a period of fifteen years. This time period was heavily negotiated by the Special Committee, the Creditors Committee, the AHC, the MSGE Group and the Sackler Parties, and takes into account the potential sale of the IACs, providing necessary assurance that the Sackler Parties would be able to satisfy the payment requirements and other considerations. The Debtors and other parties evaluated both the face value of the payments as well as their present value. The present value of future payments is a function of the applied discount rate.

The Debtors considered a number of approaches to determine the appropriate discount rate that, from an economic perspective, may reflect the creditworthiness of the payor and risk of nonpayment, or the cost to the payee of the delay in obtaining the funds. The Debtors considered various approaches, including: (i) the time value of money over the payment horizon; (ii) relevant historical AA municipal bond rates as a reasonable proxy for state and municipal borrowing costs over the future payment horizon; (iii) lower medium grade or even Ba1/BB+ corporate bond yields as a potential proxy for the Sackler Parties' credit risk under the terms contemplated for the settlements under the Plan; and (iv) other higher rates driven by the Debtors' own cost of capital and other potential factors.

(B) Other Benefits of the Settlements

The Shareholder Settlements also provide the critical benefit of enabling the Debtors to avoid potential negative consequences that would occur absent the additional value recovered through the settlements from the Sackler Parties. These include the potentially devastating consequences of being unable to secure the full benefits of the DOJ Resolution and to satisfy the Private-Side Resolutions. Absent the settlements, the Debtors would also continue to incur the very significant expenses of remaining in bankruptcy for an additional period of unknown length and would need to expend material further resources to litigate the estate claims against the Sackler Parties. Absent a resolution in these Chapter 11 Cases, the Preliminary Injunction could expire and tens of thousands of creditors would be competing with each other to obtain judgments. Moreover, in these circumstances, the Debtors would, themselves, be competing with creditors for whom the Debtors are a fiduciary, diminishing the value of the Debtors' Estates. The ensuing litigation of claims against the Sackler Parties, which could very well continue for years post-emergence, would diminish the value of the assets available to satisfy claimants and, if successful, would certainly result in delayed and inequitable recoveries among potential claimants.

These negative circumstances that the Shareholder Settlements enable the Debtor to avoid are discussed in turn below.

(A) **DOJ Resolution**

Absent the Shareholder Settlements and approval of the Plan, the Debtors would face the possible unwinding of the DOJ Resolution, which could put at risk the entire value of the Debtors' Estates. Under the terms of the DOJ Resolution, Purdue Pharma pled guilty to certain criminal acts, and the Debtors agreed to a $2 billion Forfeiture Judgment.[77] The Forfeiture Judgment will have the status of an allowed superpriority administrative expense claim against Purdue Pharma.

Under the terms of the DOJ Resolution, the United States agreed to provide a Forfeiture Judgment Credit of up to $1.775 billion for value distributed or otherwise conferred by Purdue Pharma under the Plan in respect of claims asserted by state, tribal, or local government entities, provided that the Plan provides for the emergence of a public benefit company (or entity with a

[77] The terms of the DOJ Resolution are described in greater detail in Article I.B. and I.D., *supra.*

similar mission) and certain other terms and conditions as described in more detail in the Plea Agreement.

As discussed in Article I.D, if the Shareholder Settlements with the Sackler Parties are not approved, there is considerable risk that the Debtors will not have sufficient value to satisfy both the Private-Side Resolutions, discussed below, and the distributions to the state, tribal and local government entities required to receive the Forfeiture Judgment Credit. In such a case, the United States will not provide the Forfeiture Judgment Credit, and Purdue Pharma will be forced to pay the full Forfeiture Judgment, $2 billion. Such funds, if paid to the United States, will be unavailable for distribution to other creditors.

Absent the DOJ Resolution, the United States could resume its criminal prosecution of the Defendant Debtors, potentially subjecting the Defendant Debtors to a $6.2 billion fine and a $3.5 billion forfeiture judgment. These exposures, together with the DOJ's $2.8 billion asserted claim for civil liability (which could be trebled to $8.4 billion), would exceed and could potentially consume the entire value of the Debtors' Estates, including litigation recoveries.

(B) **Private-Side Resolutions**

Without the financial contribution from the Shareholder Settlements, the Debtors would not be able to satisfy their obligations under the Private-Side Resolutions, and the agreements that major stakeholders, including the Non-Federal Public Claimants and the Private Claimants, reached following months of mediation would likely fail, with very negative potential consequences.

Absent the Private-Side Resolutions, the various Private Claimant groups would dispute the claims of the Non-Federal Public Claimants, the United States and other Private Claimant groups, and each of those groups would likely respond in kind against each of the other groups. Litigation over the claims of the Non-Federal Public Claimants and the Private Claimant groups would be protracted and extremely costly. There would be no assurance that the claims of any particular claimant would ultimately be allowed in any particular amount, or at all. And as noted above, if the ultimate resolution failed to provide at least $1.775 billion in respect of claims asserted by state, tribal, or local government entities and for the emergence of a public benefit company or entity with a similar mission, the DOJ could reduce or retract the Forfeiture Judgment Credit and the Debtors would need to satisfy the $2 billion Forfeiture Judgment in cash (and would be at risk of further criminal prosecution and yet higher claims and fines). In such circumstances, other creditors could receive little to no recovery.

(C) **Sackler Parties' Estates**

When these Chapter 11 Cases began, the Sackler Parties were named in approximately 400 civil suits throughout the United States. At that time, additional new suits against them were being filed every week. At the same time, Purdue Pharma had been named as a defendant in more than 2,600 civil actions pending in various state and federal courts and other fora across the United States and its territories, and was also subject to several governmental investigations. Purdue Pharma's defense of these many matters was causing it to incur professionals' fees at an average rate of over $2 million per week, amounts attributable solely to pretrial defense costs, because

none of these civil actions had yet proceeded to trial. In the event that thousands of cases are restarted or filed upon any expiration of the stay of litigation against Purdue Pharma or the Sackler Parties and move toward trial, run rate expenses would likely be multiples of those historical figures. These costs provide a potential basis for gauging the magnitude of the expenses that the Sackler Parties would incur in continuing to defend the pending and future lawsuits against them in the event the claims against them were not resolved as provided in the proposed settlements. Absent the proposed settlements, the Sackler Parties would likely need to incur such expenses, depleting the funds which they would potentially regard as available for compromising the claims against them and Purdue Pharma.

Moreover, in the event that any of the claims asserted in litigation against the Sackler Parties by parties other than the Debtors were to succeed, their assets would be depleted by the amounts of the costs incurred and judgments paid to successful litigants by the particular Sackler Parties in such actions. For this reason, upon the expiration of the stay of litigation against the Sackler Parties, there would be a race to the courthouse among their tens or hundreds of thousands of potential creditors, including both the Debtors and third parties. The recoveries in these individually prosecuted cases, were they to succeed, would not be equitably distributed among the claimants in Purdue Pharma's bankruptcy or to those asserting claims against the Sackler Parties. Rather, the assets would be recovered by perhaps just the handful of the successful plaintiffs that were the first to obtain and enforce court judgments, until the weight of liabilities or expected liabilities of the Sackler Parties exceeded the value of their estates. The litigation against the Sackler Parties would, if successful, likely force certain Sackler Parties into multiple separate bankruptcies. In other words, the process that, prior to and in this bankruptcy proceeding, after years of costly discovery and negotiations, eventually resulted in the proposed settlements with the Sackler Parties would likely have to be recommenced, in effect, in fragmented separate bankruptcy proceedings. Any possible recoveries that might be obtained by claimants or third parties as a result of those proceedings would very likely be delayed and, potentially, materially lower than their expected recoveries under the Plan.

Even were the Debtors able to secure judgments against the Sackler Parties in the U.S. courts, they would face several obstacles in collecting on those judgments. The Sackler Families comprise many distinct individuals and family units and the Sackler Parties comprise various businesses around the world. Many individual Sackler Parties live abroad, and many are not U.S. citizens. Not all of their very considerable assets may be readily accessible by Purdue Pharma or other claimants seeking to hold the Sackler Parties personally liable for the costs of the opioid epidemic. Accordingly, while the U.S. House Committee on Oversight and Reform publicly reported on April 20, 2021 that the "Sackler family's total net assets equal approximately $11 billion" based on information from early 2020, that figure does not necessarily identify the total assets capable of being recovered by claimants at any specific point in time.

As of 2021, documents released by the Committee on Oversight and Reform indicate that the Sackler Families' wealth is divided between the A- and B-sides of the Sackler Families (the descendants of Mortimer and Raymond Sackler, respectively), with the A-Side individuals, companies and trusts holding collectively approximately $4.8 billion in assets and the B-Side individuals, companies and trusts holding collectively approximately $6.2 billion in assets. The information that the Debtors and certain other parties were provided with, while substantially more detailed in some respects and in certain instances including information as of different dates than

those reported in the materials released by the Committee on Oversight and Reform, did not indicate that the aggregate value of the Sackler Families' wealth is materially different from the amounts indicated by the documents released by the Committee on Oversight and Reform; provided that the information released by the Committee on Oversight and Reform reference a hypothetical IAC value of $4.5 billion and the Debtors have utilized a more conservative assumption for purposes of evaluating the Shareholder Settlements. Further, most of the wealth is concentrated in dozens of U.S. and foreign-based spendthrift trusts. The ability of the Debtors or other creditor groups to enforce judgments by collecting amounts held by these trusts, or by the Sackler Parties in multiple jurisdictions around the world, is uncertain and would be zealously litigated, likely over a multi-year period and in multiple jurisdictions. In addition, documents released by the B-Side members of the Sackler Families indicate that the collective net worth of the B-Side individuals, companies and trusts has not changed significantly in the intervening years.[78]

As discussed in Article III.Q, supra, the quantum of the Sackler Parties' wealth, its location, the holdings and risk profile of various individual Sackler Family Members and their trusts, and other factors relevant to collectability were the subject of extensive discovery and taken into consideration by the Special Committee in determining the reasonableness of the Shareholder Settlements. In particular, the Special Committee considered the wealth of both the A- and B-sides of the Sackler Parties. Then, within the A- and B-sides, there are also significant disparities between the financial positions and holdings of the various individuals and family groups. The Special Committee also took into account differences among "pods" within each of the two sides in order to maximize the likelihood of recovery of the overall promised settlement amounts. The Special Committee also considered the value of the IACs, which are owned equally by the A- and B-Side families, and how the value of those assets would affect the overall recoverable assets.

With respect to the B-Side of the Sackler Families, the Special Committee considered the value and location of the B-Side wealth, which is concentrated in a number of trusts, companies and individuals located in the United States, the beneficiaries of the trusts, and the personal wealth of certain B-Side members of the Sackler Families who sat on the Board or may face personal liability in connection with the estate and third-party claims. B-Side members of the Sackler Families include historical Board members Richard, Jonathan (now deceased) and David Sackler, among others.

With respect to the A-Side, the Special Committee considered the location of the family's wealth, which is overwhelmingly in foreign jurisdictions, and the dispersion of funds across a number of family units and companies, as well as dozens of trusts. While members of the A-Side family also participated in the governance of Purdue Pharma, including Theresa, Kathe, Mortimer D.A., Ilene Sackler, and Samantha Hunt, other members of the Sackler Families (including on A-Side) had no direct role in the management of the Debtors.

These considerations—including the uncertain prospects for enforcing potential U.S. court judgments against members of the Sackler Families and Sackler Parties, the differences between

[78] See https://www.judgeforyourselves.info/wp-content/uploads/2021/04/2021.04.08-Response-from-Side-B-Former-Directors-to-March-11-Letter.pdf, at 240 of 419 (updating the January 2020 Raymond-Side Net Assets Report).

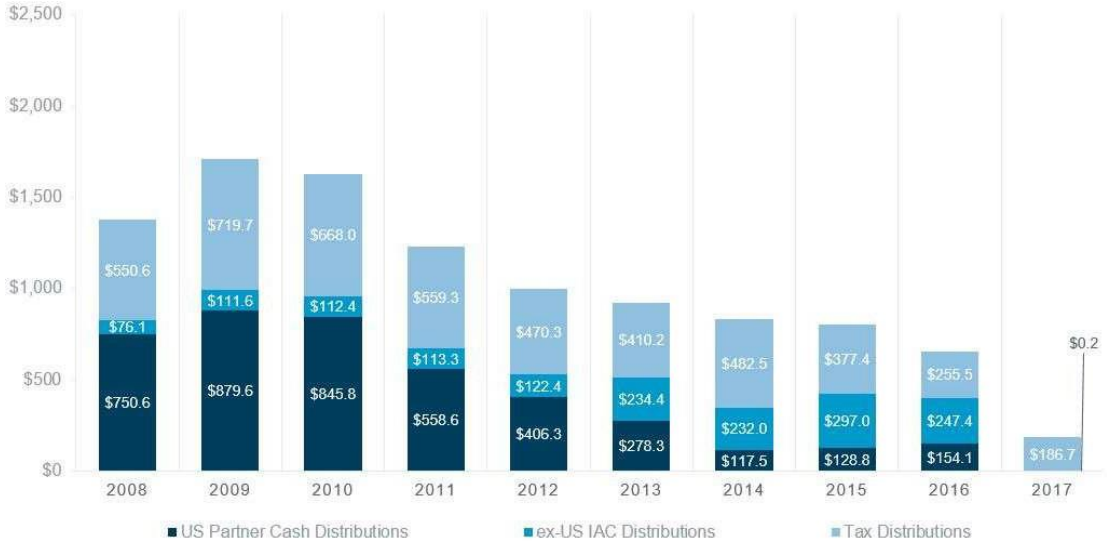
members of the Sackler Families, and the costs and delay that would be inherent in a multinational enforcement effort—make it difficult to conclude that continuing litigation outweighs the certain merits of the proposed Shareholder Settlements.

(2) Likelihood of Successful Litigation

The benefits of the Shareholder Settlements to the estate are to be weighed against an assessment of whether the Debtors' litigation would be successful—*i.e.*, the amounts that the Debtors might expect to recover in litigated judgments against the Sackler Parties. The litigation involves various potential claims, with varying prospects of success and different potential recoveries.

(A) The Debtors' Fraudulent Transfer Claims

As explained in more detail above, *see* Article II.E, *supra*, the Debtors' advisors have determined that from 2008 through 2019, the Debtors distributed approximately $10.4 billion in cash to Sackler Parties for the benefit of the Sackler Parties. The amounts of these distributions, which include distributions classified for tax purposes, are as follows:



In addition to these cash distributions, the Debtors' advisors have also catalogued non-cash distributions made for the benefit of the Sackler Parties from 2008 through 2019, as well as various commercial transactions between the Debtors and Sackler Parties, such as supply agreements, service agreements and license-and-royalty arrangements, during the same period. In the opinion of the Debtors' advisors, some of these commercial transactions between the Debtors and Sackler Parties did not reflect reasonable terms of exchange. To the extent that the Sackler Parties or Sackler Parties benefitted from above-market or below-market terms of exchange that were not reasonable, the excess benefits they obtained constitute additional transfers of value for the benefit of the Sackler Parties. Non-cash transfers and excess benefits based on non-market terms may total in excess of an additional $1.4 billion in value to or for the benefit of the Sackler Parties from 2008 through 2019.

Absent the Shareholder Settlements, the Creditors' Committee and/or any successors to the Debtors would litigate to recover all or some of these potential transfers of value made for the benefit of the Sackler Parties for the benefit of the Debtors' estates.[79] The Creditors' Committee could pursue recovery of these transfers on a variety of legal theories, but the chief claims would be claims to recover fraudulent transfers, as provided under the Bankruptcy Code and applicable state law. The Bankruptcy Code authorizes debtors to assert two types of fraudulent transfer claims: constructive fraudulent transfers and intentional fraudulent transfers.

A constructive fraudulent transfer is one where the transferor (i.e., Purdue Pharma) received less than reasonably equivalent value for the transfer and was insolvent as of the date of the transfer or became insolvent as a result of the transfer. An intentional fraudulent transfer is one where the transfer was made with an actual intent to hinder, delay, or defraud creditors. A debtor's ability to recover assets that were fraudulently transferred may be limited by the applicable statute of limitations. The amount of recovery if a claim is proven may be increased by prejudgment interest.

In assessing the likelihood of success in litigating the Debtors' fraudulent transfer claims against the Sackler Parties, the key factors considered include:

1. whether Purdue Pharma was insolvent as of the time of a particular transfer made for the benefit of the Sackler Parties, such that the transfer was constructively fraudulent;
2. the strength of the evidence that a particular transfer was made with the intent to hinder, delay or defraud creditors, such that the transfer was intentionally fraudulent;
3. whether distributions made for purposes of funding tax payments owed by the Sackler Parties can be recovered on a theory of fraudulent transfer;
4. whether, under the applicable statute of limitations, certain transfers occurred too long ago for the Debtors to seek to recover them;
5. the time period and rate to be used in calculating prejudgment interest on a successful claim; and
6. the Debtors' ability to collect a judgment on a successful claim.

Each of these key factors relating to the likelihood of the Debtors' success in recovering transfers for the benefit of the Sackler Parties is discussed below.

(B) Evidence of Insolvency

To prevail on a claim of constructive fraudulent transfer, a debtor must show that the debtor received less than reasonably equivalent value for the transfer and that the debtor was insolvent at the time of the transfer or was rendered insolvent as a result of the transfer.

At all times prior to the Petition Date—and thus for each of the transfers identified between 2008 and 2019—Purdue Pharma's balance sheet as presented in its audited financial statements

[79] On December 2, 2024, the Bankruptcy Court entered an order granting leave and sole standing to the Creditors' Committee to commence and prosecute claims held or that may be asserted by the Debtors' estates on behalf of the Debtors' estates. *Order Granting the Official Committee of Unsecured Creditors of Purdue Pharma L.P., et al. Sole Standing to Commence and Prosecute Estate Causes of Action* [D.I. 6979].

indicated that the value of Purdue Pharma's assets exceeded that of its liabilities. The balance sheet is not determinative, however. Although as a general matter unliquidated litigation claims are not counted as liabilities for accounting purposes, courts may consider them when evaluating a debtor's liabilities for purposes of a claim of constructive fraudulent transfer. Even claims that were not asserted as of the date of a particular transfer may be considered liabilities in this context, if the court determines that the claim had "accrued" by that date and could be timely asserted under the relevant statute of limitations. Whether a claim had accrued and could be timely filed can vary depending on the type of claim, the governing law, the facts regarding the parties' conduct, the nature of the relief sought and the nature of the harm. In determining a debtor's liability for accrued but unasserted claims, courts take varying approaches that, among others, have included considering the likelihood that the plaintiff would succeed, the foreseeability of future litigation of the claims or evidence as to the value of such claims through adjudications or settlements. A court evaluating whether Purdue Pharma was insolvent as of the date of a particular transfer would accordingly assess whether, as of that time, Purdue Pharma's liabilities for accrued claims (even if unasserted) exceeded the value of its assets.

On this basis, the Debtors would seek to establish that Purdue Pharma was insolvent as of a date well prior to the Petition Date. The likelihood of being able to demonstrate that Purdue Pharma was insolvent would likely vary over time, in keeping with the changing circumstances. For example, the facts relevant to evaluating whether Purdue Pharma was insolvent in 2008 differ from the facts relevant to evaluating whether Purdue Pharma was insolvent in 2015 or 2019. Many different considerations are relevant to the insolvency analysis. One factor deemed relevant by some courts is the number of asserted claims as of a particular date (e.g., the date of a transfer). As of the Petition Date, approximately 2,600 lawsuits against Purdue were pending in various federal and state courts. Following the Petition Date, many thousands of proofs of claims were filed with the Court. These claims include those seeking recovery on behalf of cities, counties and states, which given their breadth could result in very significant amounts. However, the Sackler Parties would point to the fact that between 2008 and 2015, there were relatively few tort claims asserted against Purdue Pharma, and very few governmental claims. Given this history, a court would have to make a judgment as to when it was foreseeable that additional claims by governmental entities and others would be filed against Purdue Pharma, that Purdue Pharma would be deemed to have liability on those claims by governmental entities and others, and that the aggregate liabilities of such claims exceeded Purdue Pharma's very significant enterprise value, so as to render it insolvent.

Even as of the Petition Date, after many such claims had been filed, none had proceeded to trial or resulted in a judgment against Purdue Pharma. Moreover, many of these claims rest on novel theories of liability. Unlike many other mass tort claims, such as asbestos claims, that have a more predictable value after many years of litigation, the claims against Purdue Pharma and other opioid manufacturers do not have a history of adjudicated values. The record of litigation against Purdue Pharma has been highly variable: Some cases have been dismissed as legally defective on the pleadings. In many others, courts have held that the complaints stated a valid claim for relief, and many of these were being litigated as of the time of the bankruptcy filing and stay of proceedings. Other cases asserting tort claims have been settled. In 2007, Purdue Pharma and three senior executives reached a settlement with the DOJ and the U.S. Attorney's Office for the Western District of Virginia that resolved federal criminal claims and certain civil claims for $634.5 million, on top of a $19.5 million settlement Purdue Pharma reached that same month with the attorneys

general of 26 states and the District of Columbia to resolve certain civil claims. Despite the size of that resolution, Purdue Pharma's enterprise value exceeded amounts that it paid in settlements prior to filing for bankruptcy. In the aggregate, Purdue Pharma paid approximately $342 million in settlements from 2008 through 2019, excluding matters involving patents and similar intellectual property disputes.

Liabilities based on the total claims asserted by the federal government and resolved through the DOJ Resolution, including those that were not admitted to by the Debtors, would exceed Purdue Pharma's enterprise value today. Courts would likely consider the DOJ Resolution in determining Purdue Pharma's insolvency over time. While there are arguments against the appropriateness of such consideration, the DOJ Resolution, if taken at face value, would support a claim of insolvency prior to the Petition Date. Courts would then have to determine how the liabilities accrued over time. In doing so, a court could consider the various public documents filed by the government. For example, based upon the Agreed Statement of Facts associated with the Plea Agreement, a court might consider the nature and length of the conspiracies alleged. The documents do not explain how liability accrued over time. Further, if a court concluded that significant liabilities accrued in earlier years, as noted above, the court would have to balance such accrued liabilities against Purdue Pharma's significant enterprise value in those years.

There is, accordingly, uncertainty as to whether and to what extent the Debtors would prevail in recovering all relevant distributions based on a constructive fraudulent transfer claim.

(C) Evidence of Intent to Hinder, Delay or Defraud Creditors

To prevail on a claim of intentional fraudulent transfer, a debtor must show that the transferor acted with the intent to hinder, delay or defraud creditors. Such a showing would likely need to be proven by a standard of clear and convincing evidence, not merely a preponderance of the evidence, and it would need to be proven with respect to each individual transfer challenged as having been made with fraudulent intent, including where individuals acted based on multiple interests and motivations.

There is an extensive discovery record in this case. As is described more fully in Article III.Q. above, Purdue Pharma has produced more than 12.5 million documents it had previously produced in prior litigations and to the DOJ, as well as an additional 680,000 documents it produced in response to requests from the Creditors' Committee. For their part, the Sackler Parties have collectively produced over 1.5 million documents.

Within these materials are documents that could be used to argue that, as early as 2007, individual members of the Sackler Parties and members of the Board believed that Purdue Pharma faced substantial legal risks related to its sale and marketing of OxyContin and other opioid products, such as Hysingla ER and Butrans (collectively, the "**Opioid Products**"). In addition, some documents reflect concerns, at various times, about the concentration of the Sackler Parties' wealth in Purdue Pharma, including in respect of legal risks to the business, and discussions of ways to diversify the Sackler Parties' wealth beyond their investment in Purdue Pharma, including through strategies to distribute Purdue Pharma's assets. The Sackler Parties likely would argue in response that there are also contemporaneous indications throughout the period from 2007 through 2017 that certain individual members of the Sackler Parties and members of the Board did not

consider those legal risks to present a threat of insolvency, but instead considered them to be manageable, just as Purdue Pharma had managed its liability exposures to the federal government, 26 states, and the District of Columbia in settling claims with those entities in May 2007 for approximately $650 million. It is uncertain how a court or jury might evaluate the full body of evidence in an ex post facto reconstruction of the intent of the PPI Board and members of the Sackler Parties as of the time of past transfers.

The record of Purdue Pharma's transfers for the benefit of the Sackler Parties reflect a large increase in the amount of cash distributions beginning in 2008, shortly after Purdue Pharma's large federal and state government settlements. At the same time, the Sackler Parties would likely argue that the increase in distributions coincided with a significant increase in Purdue Pharma's revenues, profits and cash position; and that documents show instances in which members of the Sackler Parties chose to reinvest in the business rather than take additional cash distributions. The Sackler Parties may also point to documents indicating that certain transfers of assets and certain off-market intercompany dealings were made based on rational business planning or the continuation of practices, such as distributions for tax purposes, that were consistently followed throughout Purdue Pharma's history going back well before 2008.

While the foregoing does not reflect the full record and considerations available in pursuing a claim of intentional fraudulent transfer, it demonstrates the uncertainty that would face the Debtors if they needed to establish that Purdue Pharma made transfers for the benefit of the Sackler Parties with the intention to defraud Purdue Pharma's creditors; or, significantly, that Debtors could succeed in establishing a right to recover amounts on such a claim in excess of the present value of the Shareholder Settlements.

(D) Tax Distributions

Since its formation on June 12, 1991 as a Delaware limited partnership, Purdue Pharma has been treated as a "pass-through" entity for U.S. federal income tax purposes, which means that it was not itself subject to U.S. federal income tax. Purdue Pharma's taxable income instead "passed through" to, and was reportable by, its shareholders.

As set out in agreements entered into by the Sackler Parties, the Debtors distributed amounts equal to the income tax liability at the highest tax rate of any shareholder. Approximately $4.7 billion of the $10.4 billion of cash distributions identified in the 1A Report were identified as tax distributions.

The Debtors would argue that, for any period in which Purdue Pharma was insolvent, tax distributions can be recovered as transfers for less than reasonably equivalent value, because they were paid for the benefit of the Sackler Parties without any corresponding benefit to Purdue Pharma. The Sackler Parties would argue in response that the tax distributions were made so Purdue Pharma itself could receive the benefit of being structured as a limited partnership, and thus, not have any entity-level tax obligations. If it had not been designated as a pass-through entity for tax purposes, Purdue Pharma would have been subject to the federal statutory corporate tax rate of 35% during most of the relevant period. Many comparable pharma companies had lower overall effective tax rates, and, accordingly, the amount of taxes that Purdue Pharma would have owed, had it been a taxpayer, is uncertain. It is difficult to predict how courts would resolve these

tax issues. Courts have reached different conclusions, and the case law is sparse on whether tax distributions should be regarded as transfers "for reasonably equivalent value" in circumstances where the transferor is (like Purdue Pharma) organized as a pass-through entity for purposes of income tax liability and the income associated with its operations is instead assigned to its partners. In addition, a March 26, 2025 decision by the Supreme Court, *United States v. Miller*, 604 U.S. ___ (2025) placed certain limitations on the ability of estate representatives to avoid certain tax payments pursuant to Bankruptcy Code section 544(b). Although the circumstances in that case were distinguishable, it presents another litigable issue in the event claims to recover certain tax distributions for the Sacklers were litigated.

Given the lack of uniformity in case law and the lack of controlling authority in the Second Circuit, it is uncertain whether a court would determine that the $4.7 billion in tax distributions made by Purdue Pharma from 2008 through 2017—a significant portion of the total distributions during this period—were transfers for less than "reasonably equivalent value" that could be voided as fraudulent transfers if Purdue Pharma had been insolvent at the time that each tax distribution was made.

(E) Statute of Limitations

A statute of limitations defines the period in which a debtor may recover transfers. Here, the first fraudulent transfer claims were brought by the New York Attorney General on March 28, 2019, which had the effect of stopping or "tolling" the limitations period.

Under Section 548 of the Bankruptcy Code, the Debtors can recover any fraudulent transfers made up to two years before the Petition Date. As such, a claim pursuant to section 548 would only allow the Debtors to recover transfers made beginning in September 2017, after which there have been limited transfers from Purdue Pharma to or for the benefit of the Sackler Parties.

The Debtors could also proceed under Section 544, which allows the Debtors to bring fraudulent transfer claims under applicable state or federal laws. The Debtors could proceed pursuant to Connecticut's Uniform Fraudulent Transfer Act, which provides for a four-year statute of limitations, under the Federal Debt Collection Procedures Act, which provides a six-year statute of limitations, or under other statutes. Because of the involvement of state creditors here, there are also colorable legal arguments that a ten-year statute of limitations could also be appropriate, or that statutes of limitations are inapplicable given the claims asserted by certain state creditors may not be subject to a limitation period under applicable state law. In addition, both Connecticut and Federal law apply a so-called "discovery rule," which tolls the statute of limitations in respect of intentional fraudulent transfer claims to the point when the plaintiff became aware of or should have been aware of the fraud. Such arguments are based on state statutes and case law specific to cases, as here, involving state claimants but have not been significantly developed in the context of bankruptcy proceedings. If the Debtors are not able to prevail on their ability to extend the statute of limitations to go back further in time, or to use an equitable argument to potentially stop the limitations clock from running for some period, the Debtors would be able to seek to recover transfers made from and after either 2015 or 2013, depending on whether the limitations period is determined to be four or six years, respectively. As discussed above, distributions from Purdue Pharma had largely ceased by 2017, thereby limiting the amount Debtors would likely be able to recover.

(F) Prejudgment Interest

The amount of a debtor's potential recovery in connection with transfers made at a time of insolvency or with an intent to defraud creditors can depend significantly on whether or not the recovery is augmented by an award of "prejudgment" interest. Awards of prejudgment interest are not mandated under the Bankruptcy Code. Whether and in what amount to award prejudgment interest are questions for the court's discretion.

A number of factors would affect a prejudgment interest award. *First*, while the decision whether to award any prejudgment interest is entirely up to the court's discretion, courts typically do award prejudgment interest in fraudulent transfer cases. *Second*, the rate at which prejudgment interest is awarded is also discretionary. Assuming Connecticut law applies, the maximum rate is 10% per annum, but courts can award prejudgment interest at a lower rate more in line with prevailing market rates. *Third*, courts have the discretion to award prejudgment interest from the date the transfer was made *or* from the date the fraudulent transfer lawsuit was filed. How a court might ultimately rule on these discretionary matters would materially affect the potential recovery here, where certain transfers were made in 2008, but the first fraudulent transfer complaint was not filed until eleven years later in 2019.

(G) Collectability of Potential Judgments

Fraudulent transfer claimants can recover from both the transferees, including trusts, and the parties for whose benefit a transfer is made. Importantly, this means that through a fraudulent transfer claim, a claimant may recover from a spendthrift trust, which could otherwise be considered "judgment proof" in connection with other types of claims. Here, depending on the resolution of the legal and factual issues discussed above, the Debtors and other claimants could potentially recover up to the total net worth of the Sackler Parties.

However, there are various obstacles to litigating, enforcing, and collecting against the Sackler Parties that create uncertainty with respect to the sums that may ultimately be recoverable. For one, while the Sackler Parties are frequently described as a monolithic entity, there are, in fact, dozens of members of the Sackler Parties spread out around the globe over a number of independent family units and ranging in ages from very small children to senior citizens. The vast majority of them never served on the Board or otherwise held employment by the Debtors, and because many members of the Sackler Parties are not U.S. citizens, they are potentially beyond the reach of U.S. jurisdiction. Therefore, in order to obtain any significant recovery, the Debtors and other claimants would not be able to simply file a lawsuit against "the Sackler Parties," but would instead have to separately sue, prevail, and collect against each of these individuals (and entities), and expend considerable resources in multiple jurisdictions without any guarantee of success.

Additionally, as has been documented, most of the Sackler Parties' wealth is concentrated in dozens of trusts—several of which were established before the invention of OxyContin—located both within and outside the United States. As disclosed in the 1A Report, while distributions from Purdue Pharma were initially made to two primary trusts, funds have subsequently been dispersed not only to individual members of the Sackler Parties around the world, but also to dozens of trusts created for their benefit, including many that are located in

the Bailiwick of Jersey in the Channel Isles or other locations, which may not subject to the Bankruptcy Court's jurisdiction. Notably, in order to recover assets held in Jersey, the Debtors would likely have to commence a *de novo* fraudulent transfer action in Jersey and relitigate all of the claims against each of these individual trusts.

Thus, the Debtors and other claimants may not be able to recover the full amount of a fraudulent transfer judgment, and would likely spend years and significant legal fees attempting to do so. By contrast, the Sackler Parties have consented to the jurisdiction of the Bankruptcy Court for settlement enforcement purposes, and, in considering the proposed Shareholder Settlements, the Debtors have taken into account these factors in contemplating the collectability of any judgments obtained in U.S. courts.

(H) Other Potential Claims of the Debtors' Estates

In addition to the fraudulent transfer claims, the Debtors' Estates could also pursue unjust enrichment and breach of fiduciary duty claims. Factors that affect the likelihood of a successful litigation of each of those claims are discussed in turn below.

(A) **Unjust Enrichment**

The Debtors could bring an unjust enrichment claim against the recipients of any of the assets wrongfully extracted from Purdue Pharma. The Debtors could argue that the various cash and undervalued non-cash transfers unjustly enriched the recipients thereof at the expense of the Debtors' Estates and, in turn, the creditors. Any unjust enrichment claim would likely be based on the same set of facts as the fraudulent claims; however, the Debtors would not have to prove actual or constructive fraud. They would instead have to prove that any funds transferred out of Purdue Pharma could have been used to satisfy its creditors and that equity and good conscience require the return of the funds to the Debtors for the benefit of all creditors. Even if the Debtors were to prevail in establishing a right to recover under a theory of unjust enrichment, they would likely not be able to seek double recovery under both unjust enrichment and fraudulent transfer theories.

Any unjust enrichment claim is limited to a six-year lookback period, which would only allow the Debtors to seek recovery of transfers dating back to 2013. If they were to succeed on an unjust enrichment claim, the Debtors' ability to collect any such claim would be subject to the same considerations that apply in the fraudulent transfer context.

(B) **Breach of Fiduciary Duty**

The Debtors could potentially assert claims for breach of fiduciary duty against the members of the Board. As a general matter, the general partner of a limited partnership (and, by extension, its board of directors) owes the fiduciary duty of loyalty to the limited partnership.[80] Directors may be liable for a breach of fiduciary duty where they engaged in self-dealing transactions, where they

[80] Partners may choose to disclaim the fiduciary duty of loyalty; however, Purdue Pharma's limited partnership agreement made no mention of the duty until March 7, 2018, when it was amended to disclaim the duty. Accordingly, Purdue Pharma would argue that PPI's directors owed Purdue Pharma a duty of loyalty up until March 7, 2018.

directly caused the partnership to violate the law, or where they failed to implement or adequately monitor internal compliance programs.

In the case of Purdue Pharma, claims of breach of fiduciary duty based on a theory of self-dealing transactions would largely overlap in terms of evidence and substance with the potential claims of fraudulent transfer discussed above. Such claims accordingly would be unlikely to add any significant recovery beyond what would already be available to the Debtors under a fraudulent transfer theory. Indeed, the prospects for recovery may be more limited on claims for breach of fiduciary duty, because recovery would have to be pursued against individual entities for breach of duty, rather than against a transferee of funds based on receipt of a transfer that was either constructively or intentionally fraudulent.

Generally, claims for breach of fiduciary duty by board members based on a failure of oversight face significant challenges of proof. The limitation period for asserting a claim of breach of fiduciary duty is likely to be three years, counted from the date of the Debtors' bankruptcy filing in September 2019. Thus, any actions from September 2016 forward that would give rise to liability could potentially support a claim. There may be grounds for asserting that Purdue Pharma itself engaged in misconduct after September 2016—particularly in light of facts accepted in connection with the recent guilty plea on federal criminal charges—yet there would also have to be evidence tying such conduct to individual members of the Board.

Members of the Sackler Parties will argue, as they have publicly stated, that the record shows that Purdue Pharma had a compliance program in place and that the Board received regular briefings with respect to it. In order for the Debtors to prevail, a court or a jury would need to conclude that members of the Board had reason to doubt such reassurances and failed in their capacities as members of the Board to adequately monitor the compliance program. It is therefore uncertain whether the Debtors will be able to recover on a breach of fiduciary duty claim premised on the theory that any particular director, or all directors, caused Purdue Pharma to engage in illegal conduct in the period after September 2016.[81]

(C) **Third-Party Claims**

The Shareholder Settlements allow claimants to choose—but do not require them—to provide the Shareholder Direct Claims Releases pursuant to the Shareholder Release Consent Mechanism applicable to the applicable Class of such Claims. Any such Settling Creditor that elects to grant the Third-Party Releases will share in substantial additional distributions available under to the Direct Claims Settlements. Critically, each individual claimant will have the opportunity to make an independent election to grant the Third-Party Releases applicable to that claimants' own direct claims in exchange for additional incremental consideration, or to preserve any such claims should they wish to do so.

Third-party creditors of the Sackler Parties have brought a variety of claims arising from Purdue Pharma's and the Sackler Parties' roles in manufacturing and marketing the various Opioid Products, including OxyContin. These claims include, but are not limited to, product liability, wrongful death, negligence, including negligent misrepresentation, negligence per se and gross

[81] Absent extensions, the statute of limitations on a breach of fiduciary duty claim is three years.

negligence, fraud, fraudulent concealment, deceit and other willful misconduct, unjust enrichment, public nuisance, and claims under state consumer protection and controlled substances laws.

While the Debtors recognize the tragic circumstances underlying these suits, third-party creditors nonetheless face various legal hurdles in proving the elements of their claims and collecting on any judgments. Notably, third-party creditors would need to specifically prove that individual members of the Sackler Parties engaged in conduct that would give rise to personal liability and that such conduct caused the harms allegedly sustained by such third parties. The Sackler Parties would expend significant resources in defending against any direct claims. Among other things, they would likely argue that while Purdue Pharma manufactured, distributed and marketed its Opioid Products, other parties contributed to the chain of events relating to prescriptions for, consumption of, and harm resulting from, the Opioid Products. Generally, these medications were prescribed for patients by licensed medical doctors, and the prescribing judgments by these "learned intermediaries" have been recognized in court decisions to provide a legal defense to manufacturers of drugs for harms they cause, including harms for opioid addiction allegedly caused by the Opioid Products.

Other potential defenses by members of the Sackler Parties would include possible misuse of prescription opioids or wrongful conduct by victims, which could potentially preclude or limit liability on the part of the Sackler Parties or other released parties. State and local nuisance claims face similar hurdles. As noted above, those claims are novel, and the law remains unsettled. In some cases, lawsuits against Purdue Pharma and members of the Sackler Parties have been dismissed on various legal grounds, including causation and standing. Many others have survived motions to dismiss, including those alleging claims against certain members of the Sackler Parties brought by Massachusetts and Rhode Island.[82] However, none had been tried to final judgment at the time of the bankruptcy filing and stay of litigation.

As a result, those third-party claims are uncertain and highly speculative. Even if a particular creditor were able to prevail in holding some individual members of the Sackler Parties liable and recover from those individuals, for the reasons discussed above, the vast majority of creditors who do not win the race to the courthouse would likely receive nothing.

The Sackler Parties have also submitted filings laying out their own views of the claims against them and their defenses: the *Reply by the Side A Initial Covered Sackler Persons in Support of Disclosure Statement for Second Amended Plan* [D.I. 2833] and the *Submission by The Raymond Sackler Family of a Proposed Position Statement for Inclusion or Reference in the Debtors' Disclosure Statement* [D.I. 2853].[83]

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[82] *See Commonwealth v. Purdue Pharma L.P., C.A.* No. 1884CV01808, 2019 WL 6497887 (Mass. Super. Ct. Nov. 4, 2019); State v. Purdue Pharma L.P., C.A. No. PC-2018-4555, 2019 WL 3991963 (R.I. Super. Ct. Aug. 16, 2019).

[83] Copies thereof may be obtained at no charge from the Solicitation Agent by (a) calling the Debtors' restructuring hotline at (844) 217-0912 (toll-free) or (347) 859-8093 (international); (b) visiting the Debtors' restructuring website at https://restructuring.primeclerk.com/purduepharma; (c) writing to Purdue Pharma Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232; and or (d) emailing

(3) Complexity, Expense and Delay of Litigation & Difficulties of Collecting Judgments

The second *Iridium* factor—the complexity of the litigation and the likelihood of attendant cost, inconvenience and delay, and likely difficulties in collecting judgments—weighs in favor of the Shareholder Settlements. As explained in detail above, the claims of the Debtors and other parties would require adjudications of many complex matters, including detailed evidence of conduct and events that occurred over many years. These complex matters would include, among others, litigation over evidence regarding the intent behind numerous distinct distributions of assets from Purdue Pharma at different times over a period of years, Purdue Pharma's own accrued liabilities to third parties, if any, at different times—and its solvency or insolvency at particular times in view of any such liabilities. There would also be complex questions of causation and statutes of limitations, as noted above. Many of these issues would likely be litigated, at least in part, through complex expert opinions. The expense of litigating these claims to conclusion would be material and would diminish the Debtors' Estates and the potential assets of the defendants that would be available to satisfy any judgments that the claimants might be capable of obtaining after years of litigation.

There is also a significant risk of difficulties in collecting judgments against the Sackler Parties. The damages that could potentially be recovered in litigation are necessarily limited by the assets that could be reached to satisfy a judgment. According to information reviewed by the Debtors' representatives, the assets of the Sackler Parties exceed the settlement payments by a meaningful amount, but there are potential legal impediments to enforcing possible future court judgments against all of those assets. Some assets, for example, are held in trusts or held personally by individuals in foreign jurisdictions. The ability of the Debtors or third parties to enforce possible future judgments, if obtained, against such assets is uncertain. Accordingly, there is significant risk that the litigation of claims against the Sackler Parties and affiliated entities could result in recoveries of amounts less than the payments to be made by the Sackler Parties under the Shareholder Settlements.

With respect to third-party claims against the Sackler Parties, even were a claimant to succeed in establishing its claim, the claimant would still face the challenge of collecting on a judgment against the liable party. As noted above, a significant portion of the wealth of the Sackler Parties is held in trusts, both inside and outside the United States. These family trusts are irrevocable, non-donor, spendthrift trusts, and as a result, a plaintiff would face significant challenges in collecting the trusts' assets to satisfy a judgment against an individual member of the Sackler Parties. Under Connecticut and Wyoming law, which govern most of the relevant trusts, a plaintiff seeking to enforce a judgment cannot recover a defendant's assets held in spendthrift trusts. A creditor can only garnish or attach trust assets after the assets are distributed to the beneficiaries.

(4) Interest and Support of Creditors & Expertise of Representatives

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purduepharmainfo@kroll.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at http://www.nysb.uscourts.gov.

The third, fourth, and fifth factors from the *Iridium* case—the interest and support of the creditors, and the expertise of their representatives—similarly weigh heavily in favor of the settlements. The vast majority of creditors, including the Creditors' Committee, AHC, MSGE Group, the Native American Tribes Group, the Ad Hoc Group of Individual Victims, the Ad Hoc Group of Hospitals, the ER Physicians, the Third-Party Payor Group, the Ratepayer Mediation Participants, the NAS Committee, and the Public School District Claimants support or have no objection to the Shareholder Settlements, subject to satisfactory resolution of certain terms that continue to be negotiated. The Debtors and these committees and other creditors have been represented by experienced and reputable counsel and financial and economic advisors.

(5) Releases of Sackler Families and Other Specified Persons

The sixth *Iridium* factor—the nature and breadth of releases of officers and directors or other third parties—is relevant here because the Plan contains Debtor releases of claims against the Sackler Families and certain other persons. Under the Shareholder Settlements, the Sackler Parties will pay up to $7 billion to creditors—a very material sum that will enable the Debtors to satisfy the Plan, including the Private-Side Resolutions, and help to secure the DOJ Resolution. The agreement by the Sackler Parties to pay these very significant amounts is part of an integrated settlement agreement that includes claimants receiving material consideration on account of their claims against the Debtor estates plus claimants having the additional opportunity to receive additional value on account of Direct Claims if they elect to grant third-party releases for the benefit of the Sackler Families and related persons.

(6) Arm's Length Negotiation of Settlement Terms

The final *Iridium* factor—whether the Shareholder Settlements was achieved through arm's-length bargaining—is plainly present here. The Shareholder Settlements was reached in multiple stages after many years of vigorous arm's- length bargaining by the Special Committee, the Creditors' Committee, AHC and MSGE Group, and other key stakeholders and was facilitated by highly regarded professional (and indefatigable) mediators.

3. The Special Committee's Investigation and Approval of the Subsequent Shareholders Settlement of Claims Against the Sackler Parties

With the Special Committee's authorization, the Debtors continued to play an active role in the Post-SCOTUS Decision Mediation. Throughout these negotiations, the Debtors' counsel and financial advisors provided regular updates to the Special Committee through emails, calls, and virtual and in-person meetings on the status of negotiations and the various proposals and counterproposals made by the mediation parties. The Special Committee met no fewer than 13 times during this period to discuss the Debtors' approach and position on various matters. The Special Committee approved or delegated authority with respect to the offers and counter-offers made by the Debtors during the course of these negotiations.

In early March 2025, the Special Committee received drafts of the Plan, this Disclosure Statement, the Shareholder Settlement Term Sheet and other key documents and information. On March 13, 2025, in advance of the full board meeting, the Special Committee approved the Shareholder Settlements as a component of the global settlement proposed through the Plan.

Following this approval, the full Board considered and approved the remaining components and authorized the filing of the Plan and the Disclosure Statement.

Z. Prosecution of Claims and Causes of Action Related to the Debtors' Insurance Coverage

On January 20, 2021, the Bankruptcy Court approved the *Stipulation and Agreed Order Granting Joint Standing to Prosecute Claims and Causes of Action Related to the Debtors' Insurance Coverage to (1) the Official Committee of Unsecured Creditors and (2) the Ad Hoc Committee of Governmental and Other Contingent Litigation Claimants* [D.I. 2305] (the "**Insurance Stipulation**"). On January 29, 2021, the Debtors, the Creditors' Committee and the Ad Hoc Committee commenced an adversary proceeding under the authority of the Insurance Stipulation by filing the *Complaint for Declaratory Relief*, Adv. Pro. No. 21-07005 (RDD) [D.I. 1] (the "**Insurance Complaint**"). The Insurance Complaint sought an order declaring the present and future rights, duties, and liabilities of the Debtors and the Defendant Insurers under the Debtors' Insurance Policies (each as defined in the Insurance Complaint) and directing the Defendant Insurers to indemnify the Debtors for, or pay on their behalf, damages suffered by the Debtors arising out of the Pending Actions. *E.g.*, Insurance Complaint ¶ 9.

On September 15, 2023, the Bankruptcy Court issued an order approving the stipulation amongst the parties to stay the adversary proceeding until approximately thirty (30) days after the Harrington Decision [D.I. 283]. The Supreme Court issued a decision on June 27, 2024, a mediation among the Debtors and key stakeholders commenced on July 10, 2024, and on August 9, 2024 the Bankruptcy Court issued an order approving a stipulation amongst the parties to stay the adversary proceeding until approximately thirty (30) days after the mediation concludes [D.I. 289].

AA. Omnibus Claims Objection Procedures

On March 16, 2021, the Debtors filed the *Motion of Debtors for Entry of Order Approving (I) Omnibus Claims Objection Procedures, (II) Omnibus Claims Settlement Procedures and (III) Omnibus Claims Hearing Procedures* [D.I. 2490] (the "**Omnibus Claims Procedures Motion**"). Pursuant to the Omnibus Claims Procedures Motion, the Debtors sought entry of an order approving certain procedures to (a) object to claims (the "**Omnibus Claims Objection Procedures**"), (b) settle disputed claims without further Bankruptcy Court approval (the "**Omnibus Claims Settlement Procedures**"), and (c) streamline hearings on contested claims (the "**Omnibus Claims Hearing Procedures**"). The Bankruptcy Court granted the relief requested in the Omnibus Claims Procedures Motion on April 22, 2021 [D.I. 2696].

BB. Disclosure Statement Hearing and Confirmation Hearing

The hearing to consider approval of the Disclosure Statement took place on June 18, 2025 at 10:00 a.m. (Prevailing Eastern Time) and June 20, 2025 at 1:00 p.m. (Prevailing Eastern Time). The deadline to object to the approval of this Disclosure Statement was June 11, 2025 at 4:00 p.m. (Prevailing Eastern Time). The Confirmation Hearing will be held on November 10, 2025 at 10:00 a.m. (Prevailing Eastern Time) to consider confirmation of the Plan.

CC. Post-Confirmation Developments

1. Post-Confirmation Mediation, Settlement and Appeals Process

On September 20, 2021, the Bankruptcy Court confirmed the Debtors' twelfth amended joint chapter 11 plan of reorganization (the "**Twelfth Amended Plan**"), which received the support of each of nine classes of creditors eligible to vote (the "**Voting Classes**") and over 95% of voting creditors, including 38 of 48 U.S. states. The Twelfth Amended Plan contemplated the release of the members of the Raymond Sackler family and Mortimer Sackler family (the "**Sackler Families**") from civil liability to Purdue and its creditors for any Purdue-related claims (the "**Release**") in exchange for their $4.275 billion contribution to the Debtors' estates. Despite nearly unanimous creditor support for the Twelfth Amended Plan, eight states and the District of Columbia (the "**Nine**"), the U.S. Trustee, the Canadian Municipality Creditors, the Canadian First Nation Creditors and a small number of *pro se* litigants appealed the Bankruptcy Court's order confirming the Twelfth Amended Plan (the "**Plan Confirmation Order**") to the United States District Court for the Southern District of New York (the "**SDNY District Court**"). The primary issue raised on appeal was whether creditors could be bound by the Release without their consent. In December 2021, the SDNY District Court overruled the Bankruptcy Court and vacated the Twelfth Amended Plan in the *Decision and Order on Appeal* [D.I. 279], as noted in *In Purdue Pharma, L.P.*, 635 B.R. 26, 118 (S.D.N.Y. 2021), holding that the Bankruptcy Code did not permit binding third-parties to releases of their claims against the Sacklers without such creditors' consent (the "**SDNY Ruling**"). In January 2022, the SDNY District Court granted the Debtors' motion to certify the SDNY District Court's ruling for appeal to the Second Circuit. *See Order Granting the Petition for Leave to Appeal and Motion to Expedite* [D.I. 103].

Following the SDNY District Court's decision, in January 2022, the Bankruptcy Court re-appointed the Honorable Shelley C. Chapman to facilitate an additional round of mediation between the Sacklers and the Nine. *See Order Appointing the Honorable Shelley C. Chapman as Mediator* [D.I. 4260] (the "**Post-Confirmation Mediation Order**"). This fourth round of mediation culminated on March 2, 2022 with the filing of an agreed settlement term sheet. *See Mediators' Fourth Interim Report* [D.I. 4409] (the "**Post-Confirmation Settlement Framework**").

The Post-Confirmation Settlement Framework had three basic components: (i) the Sacklers' increased their total contribution to the Debtors' estates to $5.5 billion - $6 billion (depending upon the profits obtained from the sale of the Sackler Families' interest in certain non-U.S. pharmaceutical companies), of which approximately $277 million would be distributed through a supplemental fund for the benefit of the Nine (plus the State of New Hampshire), (ii) additional privileged materials of the Debtors' were included in the public document depository, and (iii) the Sackler Families and related foundations agreed to allow any U.S. institution to remove the Sackler name from its physical facilities and academic, medical, and cultural programs, scholarships, endowments, and the like. Judge Chapman also recommended that certain Sackler Family members, including former directors and officers of Purdue, participate in a special hearing before the Bankruptcy Court to provide a forum for opioid victims and their families to directly address those Sackler Family members. In exchange for these concessions (to be implemented through modification to the Twelfth Amended Plan), the Nine agreed to drop their opposition to the Twelfth Amended Plan, which left only the U.S. Trustee, the Canadian Municipality Creditors, the

Canadian First Nation Creditors and a small number of *pro se* litigants in opposition to confirmation of the Twelfth Amended Plan. *See Motion of Debtors Pursuant to 11 U.S.C. § 105(a) and 363(b) For Entry of an Order Authorizing and Approving Settlement Term Sheet* [D.I. 4410].

In March 2022, the Bankruptcy Court approved the Post-Confirmation Settlement Framework. *See Order Pursuant to 11 U.S.C. §§ 105 and 363(b) Authorizing and Approving Settlement Term Sheet* [D.I. 4503].

In May 2023, the Second Circuit affirmed the Bankruptcy Court's approval of the Release and the Twelfth Amended Plan and reversed the SDNY Ruling. *Second Circuit Opinion* [D.I. 978] *In re Purdue Pharma L.P.*, 69 F.4th 45, 85 (2d. Cir. 2023).

The U.S. Trustee subsequently sought to stay the Second Circuit's decision while it petitioned the U.S. Supreme Court for review of the Second Circuit's ruling. While the Second Circuit denied this request, the U.S. Supreme Court granted certiorari to hear the appeal and recalled the case from the SDNY District Court. The U.S. Supreme Court issued the Harrington Decision on June 27, 2024. It held that, other than in asbestos cases, the Bankruptcy Code does not authorize a release and injunction that is granted under a plan of reorganization that effectively seeks to discharge claims against a non-debtor without the consent of affected claimants. *Id* at 207.

The court expressly limited its opinion to non-consensual third-party releases and made clear that its opinion "should not be construed to call into question consensual third-party releases offered in connection with a bankruptcy reorganization plan." *Id.* at 208. The court declined to express any view as to what constitutes a "consensual" third-party release.

2. Post-Harrington Decision Mediation

Following the Harrington Decision, the Debtors submitted a letter to the Bankruptcy Court requesting further mediation to facilitate negotiations among key stakeholders to reach modified settlement agreements and a modified Plan. *See Request for Status Conference* [D.I. 6498]. On July 10, 2024, the Bankruptcy Court entered an order directing the appointment Judge Chapman (Ret.) and Eric D. Green as co-mediators. *See Order Appointing the Honorable Shelley C. Chapman and Eric D. Green as Co-Mediators and Establishing Terms and Conditions of Mediation* [D.I. 6537]. Further orders were subsequently entered extending the appointment of the co-mediators.

Per the Bankruptcy Court's July 10 order, the key stakeholders in the bankruptcty proceeding re-initiated mediation negotiations (the "**Post-SCOTUS Decision Mediation**"). They included the Debtors, the Creditors' Committee, the Ad Hoc Committee, the MSGE, the "Covered Parties" consisting of the Initial Covered Sackler Persons and the Additional Covered Sackler Persons (each as defined in the *Amended and Restated Case Stipulation Among the Debtors, the Official Committee of Unsecured Creditors and Certain Related Parties* [D.I. 518]), the Ad Hoc Group of Hospitals, the NAS Committee, the Ad Hoc Group of Individual Victims, the Third-Party Payor Group, the Public School District Claimants, the Ratepayer Mediation Participants, (each as defined in the Thirteenth Amended Plan) and one or more negotiating committee(s) of State Attorneys General.

After nearly eight months of intense further mediation negotiations, including numerous in-person meetings, the Mediation Parties (as defined in the Mediation Orders) reached an improved global settlement (the "**Shareholder Settlement Agreements**") as set forth in the Master Shareholder Settlement Agreement, which is part of the Plan Supplement. The Shareholder Settlement Agreements will deliver up to $7 billion of value over fifteen years to claimants and communities across the country affected by the opioid crisis.

3. The Shareholder Settlements

The Shareholder Settlement Agreements are comprised of two separate but related components: the Estate Claims Settlement and the Direct Claims Settlements. Pursuant to the Estate Claims Settlement, for which approval is being sought from the Bankruptcy Court through the Plan, the Debtors will settle their claims against the Sackler Covered Parties, which claims are collectively called the Estate Causes of Action. The Plan includes both an Estate release of such claims and an allocation of the proceeds of such settlement among the creditors of the Debtors.

Pursuant to the Direct Claims Settlements, the Sackler Covered Parties will provide cash distributions to creditors who elect to participate in the settlement in exchange for releasing such creditors' direct claims against the Sackler Parties, other Related Parties, and certain non-debtor parties. Pursuant to an agreed allocation, all payments from the Shareholder Payment Parties will be split between the Estate Claims Settlement and the Direct Claims Shareholder Settlements and further allocated among the creditors of the Debtors.

Under the terms of the Shareholder Settlement Agreement, billions of dollars will flow into trusts established for the benefit of States and Subdivisions (as defined in the Master Shareholder Settlement Agreement), as well as other creditor groups such as health providers, Public School Districts, ER Physicians, and qualified personal injury claimants. Funding for the various trusts comes primarily from two sources: (i) the Shareholder Payment Parties who have agreed make up to $7.0 billion of cash payments over fifteen years[84] and, on a contingent basis, up to $500 million of incremental cash realized from the sale of their IACs,[85] and (ii) the Estates, which the Debtors expect will have approximately $927 million of cash available for distribution on the Effective Date,[86] bringing the total anticipated cash consideration available to the creditors to approximately up to $7.4 billion.

Of the total available cash consideration, other than (i) the amounts being used to pay private claimants and (ii) any other costs necessary for consummation of the Plan and related to

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[84] Specifically, with respect to the Sackler Covered Parties contribution and subject to certain contingencies, (a) $1.5 billion will be due on the Effective Date; (b) $500 million will be due on the first anniversary of the Effective Date; (c) $500 million will be due on the second anniversary of the Effective Date; (d) $400 million will be due on the third anniversary of the Effective Date; and (e) the remaining $3.6 billion will be due over the remaining payment years in annual installments.

[85] Under the Shareholder Settlement Term, the Sackler Covered Parties must use commercially reasonable efforts to sell IACs within seven years. If they fail to do so, the Master Disbursement Trust will have the option to seek a forced sale for a price in excess of a certain appraised amount.

[86] The $927 million figure is based on current projections and subject to variability based on the Debtors' Effective Date, the cost of the Debtors' bankruptcy cases, and any legal, contractual or other restrictions on such cash.

the Shareholder Settlement Agreement, all residual amounts will be available for distribution to the public claimants, subject to certain contingencies and reductions. Private claimant groups and the public schools in the Debtors' bankruptcy cases will receive, in the aggregate across all categories, up to $1.53 billion and $40.5 million, respectively, of the total available cash consideration (subject to reduction as noted above).

(i) **Reserves for Non-Released Direct Claims**

The Sackler Covered Parties' maximum contribution is designed to replicate a global settlement with consensual releases provided in exchange for payments, as litigation settlements typically do. In the event that creditors determine not to participate in the direct claims settlement, the Master Shareholder Settlement Agreement establishes three levels of "reserves." These "reserves" are available to fund "Litigation Costs" (as defined in the Master Shareholder Settlement Agreement) incident to opioid-related civil litigation against the Sackler Covered Parties, subject to certain limitations and conditions set forth in the Shareholder Settlement Term Sheet. To be clear, if every claimant provides the Sackler Release, there will be no reserves and the Sackler Covered Parties will fund the full $7.0 billion.

The "reserves" are: <u>first</u>, out of the Shareholder Direct Settlement Portion, any amounts not paid by Sackler Parties for the Direct Claims Shareholder Settlements based on the failure of public or private claimants to participate in the global proposed settlement that will be deemed as "Retained Payments" that the Sackler Covered Parties must look to first to fund Litigation Costs. <u>Second</u>, "Released Claims Reserves" that will be funded with certain amounts from Estate Distributions that otherwise would have been paid to claimants who both do not provide the Sackler Release and whose claims have been disallowed. These amounts may be used for Litigation Costs relating to claims in such claimant's category, but only after the applicable Retained Payments have been fully utilized. Third, there will be a "Special Operating Reserve" (the "**SOR**"), which may only be used to fund Litigation Costs after the Retained Payments and Released Claims Reserves have all been exhausted (or unable to be used). On the Effective Date, the SOR will be funded with $200 million. To the extent necessary to fund Litigation Costs (and only to such extent and subject to the requirement to first use Retained Payments and the Released Claims Reserves), the SOR may be incrementally funded up to an aggregate of $800 million. Any unused amounts in the SOR and Released Claims Reserves will begin reverting to the States and Subdivisions in year five, so long as no "Material Litigation" (as such term is defined in the Master Shareholder Settlement Agreement) is then pending.

(ii) **Mechanisms for Consensual Releases and Impact on Reserves**

Consistent with the Harrington Decision, the Plan does not contain non-consensual Third-Party Releases. Instead, the Plan will provide public and private claimants the choice of whether to elect to provide Third-Party Releases. A claimant that grants the Third-Party Releases will receive its *pro rata* share of both (a) the Estate Distributions and other estate cash allocated to its class and (b) the Shareholder Direct Settlement Portion for its class, subject to the applicable Creditor Trust TDPs. A claimant that does not grant the Third-Party Releases will not receive a payment from the Shareholder Direct Settlement Portion allocable to its class. Such claimant may be eligible to receive its *pro rata* share of the Estate Distributions and other estate consideration if and when its claim is allowed. A claimant that does not grant the Third-Party Releases will not be

enjoined from bringing litigation against any of the Sackler Covered Parties on account of its direct claims, if any, subject to certain terms and conditions described more fully in the Master Shareholder Settlement Agreement. The consent of States, other public entities and Tribes in Classes 4 and 5 will be sought through Direct Claims Shareholder Settlements. The consent of Public School Districts in Class 6, Hospitals in Class 7 and ER Physicians in Class 9 will be sought through Opt-Out Class Action Settlements, described in greater detail below. The consent of creditors in all other voting Classes will be sought through opt-in check boxes on the applicable form of Ballot.

The decision by a creditor in respect of the Third-Party Releases also impacts the processing of their Claim against the Debtors. A Channeled Claim held by a creditor that grants the Third-Party Releases (and thereby becomes a Settling Creditor) will be Allowed subject to any applicable Creditor Trust Documents and the holder of such Claim will be entitled to the *pro rata* share of the Shareholder Direct Claims Settlement and the Shareholder Estate Claims Settlement allocable to such Claim subject to the applicable Creditor Trust TDP. On the other hand, a Channeled Claim held by a Non-Settling Creditor will be treated as a Non-Participating Channeled Claim and may be subject to objection. If an objection is interposed, such Non-Settling Creditors may be required to prove the Debtors' liability for such Claim. If successful, such a Non-Settling Creditor will be entitled to their *pro rata* share of the Estate Distributions, but not the Shareholder Direct Settlement Portion, allocable to the value assigned to such Claim subject to the applicable Creditor Trust TDP. For the avoidance of doubt, in both scenarios, Distributions, if any, to such Channeled Claim shall be subject to and determined in accordance with, among other things, the applicable Creditor Trust TDP. If no objection is interposed within a designated span of time—eighteen (18) months for PI Claims, two (2) years for all other claims—such Non-Participating Channeled Claims will also be Allowed.

(1) PI and Third-Party Payor Claims: Claims Administrator and Ballot Opt-In Mechanism

The Direct Claim Settlement Retained Payment Amounts and the amounts held in the Released Claims Reserves depend not only on the relative numbers of claimants that opt-in to the Third Party Releases in each class, but also on the relative value of those claimants' Claims. The Plan provides that the value of each claim for purposes of performing these calculations will be determined by the TDP applicable to each such class. On April 15, 2025, the Bankruptcy Court approved the *Joint Motion of the Debtors and the Official Committee of Unsecured Creditors for an Order (I) Appointing PI and TPP Claims Administrators; (II) Authorizing the Establishment of Claims Deadlines and Claims Objection Procedures and (III) Granting Related Relief* [D.I. 7310] (the "**Claims Administrators Motion**"), to appoint Claims Administrators to perform information-gathering and pre-processing in connection with PI Claims in Classes 10(a) and 10(b) and Third-Party Payor Claims in Class 8, concurrent with Plan voting and solicitation. Following this information-gathering process, the Debtors and Creditors' Committee anticipate filing omnibus objections to Claims for which sufficient substantiating information is not received by the Claims Administrators or otherwise had been provided as part of an applicable timely filed proof of claim. Any Claims that are disallowed by Final Order prior to the Effective Date pursuant to such process will not be included in the total amount of potential claims on the basis of which the various reserves are calculated, thus limiting the funds that must be held in reserve on account of Non-Participating Channeled Claims to value associated with potentially compensable claims.

In the event that an objection filed pursuant to this process is not resolved as of the Effective Date, and the Holder of such Claim is a Settling Creditor, such Claim will be Allowed pursuant to the Plan, but any Distributions will be subject to the applicable TDP, and the TDP's calculation may not result in any Distributions on account of such Claim. These processes are described in greater detail in connection with the descriptions of such Classes' treatments below.

(2) Public Schools, Hospitals and ER Physicians – Opt-Out Class Action Process

The Shareholder Settlement provides Holders of Claims in Class 6 (Public School Claims), Hospitals that are Holders of Claims in Class 7 (Healthcare Providers Claims) and Holders of Claims in Class 9 (ER Physician Claims) the option to elect to grant consensual Third-Party Releases. The Direct Claims Shareholder Settlement Agreements applicable to such classes will be effectuated by means of Opt-Out Class Actions that will be filed in United States District Courts by plaintiffs for purposes of obtaining approval from such Direct Claims Shareholder Settlement Agreements pursuant to Federal Rules of Civil Procedure 23(b)(3). Notice of such Opt-Out Class Actions, including the opportunity to opt-out, will be governed by the applicable District Court overseeing such litigation.

The Plan provides that any Holder of a Claim in Class 7 or 9 bound by the Opt-Out Class Action settling its direct claims against the Shareholder Released Parties will be treated for purposes of allowance and distribution as a Settling Creditor. The consideration to be provided in each Opt-Out Class Action Settlement will consist solely of the Shareholder Direct Settlement Portion allocable to the relevant classes.

Direct claims asserted by the Holders of Public School Claims in Class 6 are anticipated to be the subject of an Opt-Out Class Action filed in the United States District Court for the Northern District of West Virginia.

Direct claims asserted by the Hospitals which are Holders of Healthcare Provider Claims in Class 7 are anticipated to be the subject of an Opt-Out Class Action filed in the United States District Court for the District of New Mexico.

Direct claims asserted by the Holders of ER Physician Claims in Class 9 are anticipated to be the subject of an Opt-Out Class Action filed in a venue to be determined.

(iii) **Future Operations**

As part of the Plan, Purdue Pharma will cease to exist. On the Effective Date, the Debtors' businesses will be transferred to NewCo, which will in turn be wholly owned by an independent and newly-created Foundation. NewCo will be a private company, will be required to operate in a responsible and sustainable manner, and will be subject to the same laws and regulations as any other pharmaceutical company. NewCo will, however, be historic and unique because its charter will require it to continue to develop opioid overdose reversal and addiction treatment medications

and to distribute these life-saving medicines at or below cost. The terms of the post-Effective Date structure are set for in Article III.T.

Finally, consistent with the Debtors obligations under the DOJ Resolution, the Plan contemplates the creation of the Public Document Repository, which is described in Article III.W. herein.

(iv) **Class Treatment**

The relevant Classes and the treatment that such Classes will receive based on the agreements reached in the Post-SCOTUS Decision Mediation are described in more detail below.

(1) Non-Federal Domestic Governmental Claims

Forty-nine states, the District of Columbia, and five U.S. territories filed Proofs of Claim against the Debtors seeking damages for, without limitation, alleged violations of consumer protection laws, public nuisance, fraud, negligence, negligence *per se*, elder abuse, violations of racketeering and other statutes, lost revenue, past and future costs and expenses, unliquidated claims based on non-Medicaid population, abatement, fraudulent conveyances or transfers, taxes, fines, penalties, forfeitures, and other penal claims, statutory civil penalties, disgorgement, restitution, mandatory and prohibitory injunctive relief under their respective consumer protection laws, and violations or enforcement of police powers. Various cities, counties, municipalities, and other local governmental entities also filed Proofs of Claim against the Debtors seeking damages under similar theories. Pursuant to the Plan, Non-Federal Domestic Governmental Claims consist of any Claims against any Debtor held by a Domestic Governmental Entity other than the United States or a Tribe (including any Claim based on the subrogation rights of the Holder thereof that is not an Other Subordinated Claim), and not a Priority Tax Claim. All Non-Federal Domestic Governmental Claims and all Claims against Released Parties or Shareholder Released Parties that is held by a Domestic Governmental Entity (in the case of Shareholder Released Direct Claims, solely to the extent that such Domestic Governmental Entity is a Settling Creditor) other than the United States or a Tribe will be channeled to the Governmental Remediation Trust. The Governmental Remediation Trust will be funded in an initial amount of all Effective Date Cash remaining after the satisfaction of all amounts described in Section 5.14(a) of the Plan and the SOR Holdback. In addition, the Governmental Remediation Trust may be entitled to (i)(A) its share of distributions of MDT Distributable Value in accordance with Section 5.2(f)(i)(A) of the Plan and the MDT Priority Waterfall and (B) the reversion rights from the Special Operating Reserve as set forth in the Plan, the Master Shareholder Settlement Agreement, and the Governmental Entity Shareholder Direct Settlement Agreement, as applicable, and (ii) 96.7% of the Governmental NewCo Distributable Cash pursuant to Section 5.4(e) of the Plan.

(A) Interstate Allocation of Governmental Remediation Trust Funds

The funds distributed to the Governmental Remediation Trust under the Plan will be allocated to each State for use within that State largely based on a formula and methodology developed through extensive negotiations among the Attorneys General of various States. This methodology is based on, among other things, prescription opioid sales, the prevalence of pain

reliever use disorder, overdose deaths, and population. Non-Federal Domestic Governmental Allocation is shown in a chart attached hereto as **Appendix F.**

(2) Tribe Claims (Class 5)

Various federally recognized American Indian or Alaska Native Tribes, bands, nations, pueblos, villages or communities (each a "**Tribe**") filed Proofs of Claim against the Debtors seeking damages for a range of alleged harms arising from opioids, including, without limitation, costs related to addiction treatment, therapy, hospitalization, as well as other costs relating to members of the Tribes impacted by opioid use and dependency. Pursuant to the Plan, Tribe Claims consist of any Claim against any Debtor held by a Tribe (including any Claim based on the subrogation rights of a Tribe that is not an Other Subordinated Claim), in its capacity as such. For the avoidance of doubt, claims of Tribes against Holders of PI Claims or Distributions payable to Holders of PI Claims, to the extent such claims exist, are not claims against any Debtor and therefore are not included in this definition of "Tribe Claims." All Tribe Claims and all Claims against Released Parties or Shareholder Released Parties that is held by a Tribe (in the case of Shareholder Released Direct Claims, solely to the extent that such Tribe is a Settling Creditor) will be channeled to the Tribe Trust. The Tribe Trust shall receive, on the Effective Date, (i) the Initial Tribe Trust Distribution, (ii) the MDT Tribe Interest and (iii) the right to receive 3.3% of the Governmental NewCo Distributable Cash pursuant to Section 5.4(e) of the Plan.

Tribal Allocation Distribution Percentages are shown in a chart attached hereto as **Appendix E**. David R. Cohen and Layn Phillips, in their capacity as court-appointed Tribal Allocation Appointees, conducted a process with regard to the Janssen Tribal Master Settlement Agreement by which Tribal Allocation Distribution Percentages were determined, and which shall also form the basis for the distributions to the Participating Tribes. For the avoidance of doubt, the procedures implemented by the Tribal Allocation Appointee included: (1) each Participating Tribe had the right to meaningfully participate in the Tribal Allocation Appointees' decision as to whether to approve or modify the Interim Tribal Allocation Matrix and a right to be heard prior to the Tribal Allocation Appointees' final decision; (2) the Directors provided notice of the proposed settlement allocation to the unrepresented Tribes, and the Directors coordinated with the Tribal Allocation Appointees to set forth the procedures by which notice was provided; and (3) Unrepresented Participating Tribes had the same rights as the represented Participating Tribes within the settlement allocation process.

(3) Public School Claims (Class 6)

Certain elementary, middle, or secondary public school districts in the United States assert Claims against the Debtors for past and future costs, including special education costs, associated with educating students harmed as a result of the opioid crisis. Pursuant to the Plan, a Public School Claim consists of any Claim against any Debtor held by a public school district in the United States, in its capacity as such, that (i) has filed one or more Proofs of Claim; (ii) has a student population greater than 5,000 students; or (iii) has filed one or more opioid-related cases against the opioid industry in MDL 2804 McKinsey or other courts (each such public school district, a "**Public School District**"). All Public School Claims and all Claims against Released Parties or Shareholder Released Parties held by a Public School District in its capacity as such (in the case of Shareholder Released Parties, solely to the extent that such Public School District is a Settling

Creditor)[87] will be channeled to benefit the Public School Districts' Opioid Recovery Trust (the "**Public School Trust**").

The Public School Trust will be (i) funded with an initial amount of $25,560,000, less (i) the applicable Direct Claim Settlement Retained Payment Amount and (ii) the SOR Holdback in the amount of $60,000. In addition, the Public School Trust shall be entitled to funding from the Master Disbursement Trust in the amount of (i) $7,500,000 on the first anniversary of the Effective Date *less* the applicable Direct Claim Settlement Retained Payment Amount and (ii) $7,500,000 on the second anniversary of the Effective Date *less* the applicable Direct Claim Settlement Retained Payment Amount. If, as of the Effective Date, the Public School District Shareholder Direct Settlement has not been consummated, the Shareholder Direct Settlement Portion of the Initial Public Schools Distribution will be deposited into a third-party interest bearing escrow in accordance with the Master Shareholder Settlement Agreement on the Effective Date and distributed in accordance with Section 5.2(e)(i) of the Plan.

The Public School Trust is a grant making trust with Dr. Andrés Alonso serving as Special Trustee and Truist Bank serving as Trustee. The Public School Trust aims to help public school districts recover from the opioid crisis and develop responses to help educate students harmed by the opioid crisis. To date, the Public School Trust has been funded with distributions from the bankruptcy proceedings of Mallinckrodt plc and Endo International plc, as well as other litigation recoveries related to the opioid crisis. The Public School Trust is advised by the Committee of Public School Districts' Representatives (the "**PSDR**"), which is comprised of three to five individuals with experience in education or services for at-risk youth and is tasked with, among other things, facilitating communication between public school districts and the Special Trustee.

Public School Districts may apply for grants by submitting applications through the Public School Trust portal (https://www.schooldistrictopioidrecoverygrants.com). Applications are accepted on a cyclical basis, with the next round of awarded grants expected to be announced in June 2025. The grants will be awarded to independent public school districts who demonstrate, among other things, a clear need for opioid recovery and support services and a plan to integrate these services into their existing support frameworks. The grant program is designed to encourage eligible school districts to apply for funding where it can have the greatest impact, including for classroom services, school-based behavioral and mental health supports, instructional innovations, and other district and school-based supports that assist students harmed by the opioid crisis.

(4) Healthcare Provider Claims (Class 7)

Some providers of healthcare treatment services (excluding Domestic Governmental Entities) filed Proofs of Claim against the Debtors for, among other things, alleged increased or otherwise un- or under-reimbursed costs relating to the provision of services to or on account of persons who have, at some point, ingested opioids. Some of these Holders of Healthcare Provider

[87] "Settling Creditor" with respect to Public School Claims means those Public School Districts that have consented to the Third-Party Releases pursuant to the Public School District Shareholder Direct Settlement.

Claims filed prepetition lawsuits, including some putative class actions, against the Debtors.[88] The Holders of Healthcare Provider Claims have asserted the following causes of action, without limitation, against the Debtors: (i) violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961, *et seq.* ("**RICO**") and state law equivalents, (ii) nuisance, (iii) negligence, (iv) common law fraud, and (v) violations of state consumer protection statutes. Pursuant to the Plan, Healthcare Provider Claims consist of all Claims against any Debtor that are held by (a) a Hospital or (b) a non-Hospital provider of healthcare treatment services or any social services, in each case (a) and (b) that is not a Domestic Governmental Entity or a Physician. All Healthcare Provider Claims and all Claims against Released Parties or Shareholder Released Parties held by providers of healthcare treatment services, in their capacity as such, (in the case of Shareholder Released Direct Claims, solely to the extent that such provider is a Settling Creditor) will be channeled to the Healthcare Provider Trust. The Healthcare Provider Trust will be funded in an initial amount of $263,498,910 from the Debtors, less (i) the SOR Holdback in the amount of $2,688,910, (ii) any applicable Direct Claim Settlement Retained Payment Amount, and (iii) any applicable Creditor Trust Advance Amount. In addition, the Healthcare Provider Trust may be entitled to the MDT Healthcare Provider Claim. If, as of the Effective Date, the Hospital Shareholder Direct Settlement has not been consummated, the Shareholder Direct Settlement Portion of the Initial Healthcare Provider Trust Distribution will be deposited by the Master Disbursement Trust into a third-party interest bearing escrow in accordance with the Master Shareholder Settlement Agreement on the Effective Date and distributed in accordance with Section 5.2(e)(i) of the Plan.[89]

The Healthcare Provider Trust will make distributions (net of attorneys' fees and costs, including funding of the Common Benefit Fund) to those Holders of Healthcare Provider Claims that either (i) filed timely Proofs of Claim prior to the General Bar Date of July 30, 2020, or (ii) are listed on the national registry of hospitals maintained by the American Hospital Directory®, as in effect on the Effective Date, in each case to the extent that such Holders are either (x) Acute Care Hospitals in the United States that (i) are not owned or operated by a Domestic Governmental Entity; and (ii) treated patients diagnosed with opioid use disorder and/or other opioid-related conditions at any time from January 1, 2009, through (a) the Petition Date, for purposes of distributions from the Debtors themselves or (b) October 30, 2024 for purposes of distributions in respect of the Shareholder Released Direct Claims in the Opt-Out Class Action; or (y) Other Providers, subject to certain other eligibility criteria set forth in the Healthcare Provider Trust Distribution Procedures (those Holders of Healthcare Provider Claims that satisfy such criteria, the "**Healthcare Provider Authorized Recipients**"). In order to receive an abatement distribution from the Healthcare Provider Trust, Holders of Healthcare Provider Claims will be required to submit a Healthcare Provider Abatement Distribution Form (as defined with the Healthcare

[88] Capitalized terms used in Article III.S.1 of the Plan shall have the meaning attributed to such terms in the Healthcare Provider Trust Documents and the Plan, as applicable.

[89] For the avoidance of doubt, only Hospitals shall be eligible to receive distributions from the Hospital Shareholder Direct Settlement, and the Hospital Shareholder Direct Settlement will include trust distribution procedures that will govern the distribution to Hospitals of proceeds from the Hospital Shareholder Direct Settlement. All members of Class 7 shall be eligible to receive Estate Distributions (Class 7's share of the Estate Settlement and any other Estate proceeds distributed to Class 7) allocable to Class 7, and the Hospital Trust TDP shall govern distribution of such Estate Distributions

Provider Trust Documents) to the Healthcare Provider Trust accompanied by certain additional data. In particular, the Healthcare Provider Abatement Distribution Form includes, among other things, a requirement to (i) certify that such Holder adheres to the standard of care for the emergency department, hospital wards and outpatient clinics at the time of any prospective evaluation, diagnosis, and treatment of Opioid Use Disorder ("**OUD**"), including with respect to the applicable standard of care for the treatment of addiction, acute withdrawal and treatment for OUD with medication assisted treatment, and provides discharge planning and post-discharge care coordination for patients with OUD, including information for appropriate OUD treatment services and (ii) submit, to the extent not already submitted in connection with its Proof of Claim, Requisite Claims Data including, among other things, copies of all claims, complaints, proofs of claim, notices, settlement documents, releases, recoveries, compensation received, or similar documents that a Holder of a Healthcare Provider Claim submits or entered into in respect of claims asserted against or to be asserted against any other entity or person arising from or related to such Holder of a Healthcare Provider Claim's OUD program or related to any of the injuries that underlie such claim. The amount of the abatement distribution(s) made to each Healthcare Provider Authorized Recipient shall be subject to a calculation methodology set forth in the Healthcare Provider Trust Documents that is based on (i) the diagnostic codes associated with operational charges incurred by the Healthcare Provider Authorized Recipient in connection with the treatment of OUD, (ii) the portion of such charges that were not reimbursed, and (iii) certain other weighted determination factors, as set forth in further detail therein.

Any Acute Care Hospital whose Released Claims or Shareholder Released Direct Claims have been released by any other settlement is not eligible to participate in the Healthcare Provider Trust.

Healthcare Provider Authorized Recipients will be required to spend all distributions from the Healthcare Provider Trust for Healthcare Provider Authorized Abatement Purposes, as defined in the Plan, including (i) the Authorized Abatement Purposes set forth in the Healthcare Provider Trust Documents or (ii) the payment of attorneys' fees and costs of the Holders of Healthcare Provider Channeled Claims (including counsel to the Ad Hoc Group of Hospitals) and funding of the Common Benefit Fund. Spending for a Healthcare Provider Authorized Abatement Purpose is designed to, among other things: provide transportation to treatment facilities for patients with OUD; provide continuing professional education in addiction medicine, including programs addressing stigma; allow participation in community efforts to provide OUD treatment to others in the community, such as those in jails, prisons, or other detention facilities; provide community education events on opioids and OUD; provide Naloxone kits and instruction to patients upon discharge; implement needle exchanges in hospitals or adjacent clinics and provide on-site Medication-Assisted Treatment ("**MAT**") services if possible; prospectively provide otherwise unreimbursed or under-reimbursed future medical services for patients with OUD or other opioid-related diagnoses; build or lease space to add half-way house beds; participate in research regarding development of innovating OUD treatment practices; direct moneys to any other public or private Authorized Recipient of funds concerning the treatment of persons with OUD or other opioid-related diagnoses; *provided* that such recipient's use of such funds would otherwise constitute an Authorized Abatement Purpose, and support MAT Programs. Each Healthcare Provider Authorized Recipient will have to submit to the Trustee on its Healthcare Provider Abatement Distribution Form a written statement that all funds will be spent only in the Healthcare Provider Authorized Recipient's Service Area.

The Healthcare Provider Trust's administrative expenses will be governed by the Healthcare Provider Trust Agreement. The Healthcare Provider Trust Agreement will provide that the Trustee shall use commercially reasonable efforts to ensure that the costs of administering the Healthcare Provider Trust are reasonable in all respects, but that the Trustee shall not be bound by any annual or cumulative "caps" on such expenditures.

Subject to the consent of the Debtors (which consent shall not be unreasonably withheld, delayed or denied), the Ad Hoc Group of Hospitals will choose a Trustee. The Healthcare Provider Trust Agreement will provide that the Honorable Thomas L. Hogan (ret.) will serve as Trustee. In the event of a vacancy in the Trustee position, whether by term expiration, death, retirement, resignation, or removal, the vacancy shall be filled by the unanimous vote of the Trust Advisory Committee ("**TAC**"). In the event that the TAC cannot appoint a successor Trustee, for any reason, the Bankruptcy Court shall select the successor Trustee. Immediately upon the appointment of any successor Trustee, all rights, titles, duties, powers, and authority of the predecessor Trustee shall be vested in, and undertaken by, the successor Trustee without any further act. Each successor Trustee shall serve until the earliest of (i) the expiration of his or her term, (ii) his or her death, (iii) his or her resignation, (iv) his or her removal, or (v) the termination of the Healthcare Provider Trust.

The Healthcare Provider Trust Agreement will provide that the initial TAC shall consist of one member. The sole member of the TAC shall be Jeffrey James, CPA. The TAC shall consist of not less than one member, and shall never consist of more than three individuals.

The Healthcare Provider Trust Agreement shall provide that the Trustee shall have the power to appoint such officers, hire such employees, engage such legal, financial, accounting, investment, auditing, forecasting, and other consultants, advisors, and agents as the business of the Healthcare Provider Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustee permit and as the Trustee, in its discretion, deem advisable or necessary in order to carry out the terms of the Healthcare Provider Trust, including without limitation the Delaware Trustee, and any third-party claims or noticing agent deemed necessary or convenient by the Trustee, and pay reasonable compensation to those employees, legal, financial, accounting, investment, auditing, forecasting, and other consultants, advisors, and agents employed by the Trustee after the Effective Date (including those engaged by the Healthcare Provider Trust in connection with its alternative dispute resolution activities).

The Healthcare Provider Trust Agreement will further provide that the Trustee shall receive a retainer from the Healthcare Provider Trust for his or her service as a Trustee in the amount of $25,000 per annum, paid annually. Hourly time shall first be billed and applied to the annual retainer. Hourly time in excess of the annual retainer shall be paid by the Healthcare Provider Trust. For all time expended as a Trustee, including attending meetings, preparing for such meetings, and working on authorized special projects, the Trustee shall receive the sum of $600 per hour. For all non-working travel time in connection with Healthcare Provider Trust business, the Trustee shall receive the sum of $275 per hour. All time shall be computed on a decimal (1/10th) hour basis. The Healthcare Provider Trust Agreement shall also provide that the member(s) of the Trust Advisory Committee shall receive compensation from the Healthcare Provider Trust for services on the TAC at the same hourly rate as the Trustee (but with no annual retainer). Additionally, the Healthcare Provider Trust will promptly reimburse the member(s) of

the TAC for all reasonable out-of-pocket costs and expenses incurred in connection with the performance of their duties as set forth in the Healthcare Provider Trust Documents.

The Healthcare Provider Trust Agreement will provide that neither the Trustee nor the Delaware Trustee shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

(5) Third-Party Payor Claims (Class 8)

Numerous private health insurers, employer-sponsored health plans, union health and welfare funds and any other providers of healthcare benefits, including any third-party administrators or agent on behalf thereof, that is not a Domestic Governmental Entity; *provided*, however, that California health districts acting as third-party payors that filed Third-Party Payor Proofs of Claim in such capacity by the Bar Date established in the Bar Date Order are included in the defined term "Third-Party Payor," filed or were included in Proofs of Claim filed against the Debtors seeking damages for allegedly improper and fraudulent prescriptions of opioids and for the alleged increased healthcare costs caused by their members' opioid use and dependency. Some of the Third-Party Payors filed prepetition lawsuits against the Debtors asserting, without limitation, (i) violations of RICO and state law equivalents, (ii) nuisance, (iii) negligence, (iv) common law fraud, and (v) violations of state consumer protection statutes. The Third-Party Payors were represented in the Mediation by counsel for the Blue Cross Blue Shield Association and various Third-Party Payors and health insurance carrier plaintiffs.

Pursuant to the Plan, Third-Party Payor Claims consist of any Claim against any Debtor that is held by a Third-Party Payor (including any Claim based on the subrogation rights of the Holder thereof that is not an Other Subordinated Claim) that is not a Domestic Governmental Entity; *provided* that Claims in respect of self-funded government plans that were and are asserted through Third-Party Payors shall be included in this definition of "Third-Party Payor Claims." For the avoidance of doubt, (i) Federal Government Unsecured Claims are not Third-Party Payor Claims, and (ii) claims of Third-Party Payors against Holders of PI Claims or Distributions payable to Holders of PI Claims are not claims against any Debtor and therefore are not included in this definition of "Third-Party Payor Claims." All Third-Party Payor Claims and all Claims against Released Parties or Shareholder Released Parties that are held by a Third-Party Payor (in the case of Shareholder Released Direct Claims, solely to the extent that such Third-Party Payor is a Settling Creditor) that is not a Domestic Governmental Entity will be channeled to the TPP Trust.

The TPP Trust will be funded in an initial amount of $394,911,880, less any amounts paid by the Debtors to the TPP Claims Administrator or his professionals as of the Effective Date and subject to (i) the SOR Holdback in the amount of $5,971,880, and (ii) any applicable Direct Claim Settlement Retained Payment Amount.[90] In addition, the TPP Trust may be entitled to further funding from the Master Disbursement Trust in connection with the SOR Holdback.

[90] In addition, the TPP Trust received $87,000, which shall be applied to the cost of the TPP Claims Administrator as authorized by the *Order (I) Appointing PI and TPP Claims Administrators; (II) Authorizing the Establishment of Claims Deadlines and Claims Objection Procedures; and (III) Granting Related Relief* [D.I. 7382].

Background and Definitions

Pursuant to the Plan:

> "Third-Party Payor" means a private health insurer, an employer-sponsored health plan, a union health and welfare fund or any other provider of healthcare benefits, including any third-party administrator or agent on behalf thereof, that is not a Domestic Governmental Entity; provided, however, that California health districts acting as third-party payors that filed Third-Party Payor Proofs of Claim in such capacity by the Bar Date established by the Bar Date Order shall be included in this definition of "Third-Party Payor."
>
> "Third-Party Payor Claim" means any Claim against any Debtor that is held by a Third-Party Payor (including any Claim based on the subrogation rights of the Holder thereof that is not an Other Subordinated Claim) that is not a Domestic Governmental Entity; *provided* that Claims in respect of self-funded government plans that were and are asserted through private Third-Party Payors shall be included in this definition of "Third-Party Payor Claims." For the avoidance of doubt, (i) Federal Government Unsecured Claims are not Third-Party Payor Claims, and (ii) claims of Third-Party Payors against Holders of PI Claims or Distributions payable to Holders of PI Claims are not claims against any Debtor and therefore are not included in this definition of "Third-Party Payor Claims."

Any (i) Third-Party Payor Claim or (ii) Released Claim or Shareholder Released Claim that is held by a Third-Party Payor (in the case of Shareholder Released Direct Claims, solely to the extent that such Third-Party Payor is a Settling Creditor) that is not a Domestic Governmental Entity is a ***Third-Party Payor Channeled Claim***, and all Third-Party Payor Channeled Claims are channeled to the TPP Trust in accordance with the Plan and Master TDP. **However, any Third-Party Payor Channeled Claim as to which no Proof of Claim was timely filed by the Bar Date, or which was not included in a consolidated Proof of Claim that was filed by the Bar Date (it being understood that a self-funded health plan that is solely pursuing its Third-Party Payor Claim through its third-party administrator shall be deemed to have timely filed a Proof of Claim if its third-party administrator timely filed a consolidated Proof of Claim on behalf of self-funded health plans administered by that third-party administrator) will not be entitled to any Distribution from the TPP Trust, regardless of whether the claimant timely files a TPP Trust Claim Form.**

Funding and Distributions

The TPP Trust will be funded in an initial amount of $394,911,880, representing the combined Shareholder Direct Settlement Portion of $261,104,374.91, as the same may be reduced by the TPP Direct Claim Settlement Retained Payment Amount, and the Estate Distribution of $133,807,505.09 on the Effective Date, less the SOR Holdback. In addition, the TPP Trust may be entitled to further funding from the Master Disbursement Trust in connection with the SOR Holdback.

The TPP Trust will make distributions to eligible Third-Party Payors based on their Claim amount as calculated pursuant to the TPP TDP and Part 3 of the TPP Trust Claim Form. Both of those documents will be included in the Plan Supplement, and the TPP Trust Claim Form has previously been disseminated to entities that filed Third-Party Payor Claims by the Bar Date,

pursuant to the Order granting the Claims Administrators Motion. The amount is calculated taking into consideration, (i) the number of plan members, subscribers or dependents covered under the Third-Party Payor's plan during some or all of the period from January 1, 2008 through December 31, 2019 (each, a "**Unique Member**") who were prescribed one or more of the drugs identified on the NDC List;[91] (ii) the number of unique prescriptions paid, all or in part, by that plan for the drugs identified on the NDC List; (iii) the total final dollars paid by that plan for the prescriptions for the drugs identified in (ii) above; (iv) the number of Unique Members identified in (i) above who were diagnosed with an Opioid Use Disorder, using one or more of the codes on the OUD ICD 10 List; and (v) for the Unique Members identified in (iv) above, the total dollar amount of medical claims with the ICD, CPT, or HCPS codes on the OUD Medical Claims Codes List, paid for those Unique Members.

In the event that a Holder of a Third-Party Payor Channeled Claim is a Non-Settling Creditor, funds will be reserved for such Non-Participating Claims from the Estate Distributions (the Non-Participating Claims Reserve) until the Non-Participating Claims Objection Deadline has passed without objection, or if an objection has been timely filed by the Shareholder Released Parties or any other party authorized to object, such objection has been determined by final order. If the Non-Settling Creditor obtains a judgment of liability against the Estate, the determination of the amount afforded to that Claim shall be made by the TPP Trustee, as further described in and pursuant to the TPP TDP.[92]

The amount of the TPP Trust Assets available to make payments to Holders of Third-Party Payor Claims will be subject to certain deductions, including for the fees and expenses of administering the TPP Trust and the assessments to the Common Benefit Fund of 5% of each Distribution made by the TPP Trust, paid pursuant to Section 5.8 of the Plan. In addition, given that the Court has granted the Debtors' Claims Administrators Motion, which includes the appointment of a TPP Claims Administrator, the amount of TPP Trust Assets shall also be reduced as and to the extent authorized by the Court to reimburse the Debtors for their payment of certain

[91] The NDC List, OUD ICD 10 List, and OUD Medical Claims Codes List, as referenced herein, are appendices to the TPP Trust Claim Form, a draft of which was filed with the Bankruptcy Court as Exhibit C to the *Joint Motion of the Debtors and the Official Committee of Unsecured Creditors for an Order (I) Appointing PI and TPP Claims Administrators; (II) Authorizing the Establishment of Claims Deadlines and Claims Objection Procedures; and (III) Granting Related Relief* [D.I. 7310] and which was subsequently distributed with a notice from the TPP Claims Administrator.

[92] The Shareholder Direct Settlement Portion paid to the TPP Trust will be reduced by (or the appropriate amount will be reimbursed to the Shareholder Released Parties) (a) the amount that such Non-Settling Creditor would have been entitled to pursuant to the Plan and the TPP Trust Distribution Procedures if that claimant had granted the shareholder releases, or (b) if the Non-Settling Creditor did not submit a TPP Trust Claim Form, an amount based upon a negotiated formula relating to that creditor's market share, and retained by the Shareholder Released Parties, as calculated by the TPP Trustee pursuant to applicable provisions of the TPP TDP.

If the Claim of a Non-Settling Creditor is not timely objected to by the Master Disbursement Trust and any other party in interest, including, for the avoidance of doubt, the applicable Creditor Trustee or any Shareholder Released Party or a timely objection is resolved in favor of the Non-Settling Creditor, the Non-Settling Creditor shall be entitled to a Distribution from the Non-Participating Claims Reserve. If a timely objection is decided in favor of the Shareholder Released Parties, the dollar amount attributable to that Claim in the Non-Participating Claims Reserve shall be transferred to the Released Claim Reserve and available to pay the Litigation Costs of the Shareholder Released Parties.

TPP Claims Administrator expenses. The Claims Administrators Motion is discussed in Article III.CC.4.ii.1, *supra*.

TPP Trust Criteria for Evaluating Third-Party Payor Channeled Claims

In order to have their Third-Party Payor Claims considered for Distributions by the TPP Trust, the Holders of such Claims (the Third-Party Payors who satisfy such criteria being "**TPP Authorized Recipients**") must, among other things:

(i) Be Third-Party Payors, as that term is defined in the Plan;

(ii) Be Holders of Third-Party-Payor Claims and have (a) timely filed a Proof of Claim in the Debtors' Chapter 11 cases or (b) have been included in a timely filed Proof of Claim in the Debtors' Chapter 11 cases, it being understood that a self-funded health plan that is solely pursuing its Third-Party Payor Claims through its third-party administrator shall be deemed to have timely filed a Proof of Claim by the Bar Date if its third-party administrator timely filed a consolidated Proof of Claim on behalf of self-funded health plans administered by that third-party administrator;

(iii) Submit a completed TPP Trust Claim Form to (or be included in a consolidated TPP Trust Claim Form submitted to) the TPP Claims Administrator or the TPP Trust, as applicable, by the TPP Trust Claim Deadline, which shall be no later than the first Business Day that is four months after the date of the notice (the "**TPP Trust Notice**") to filers identified in the above subparagraph (i) by the TPP Claims Administrator appointed prior to the Effective Date of the Plan (the "**TPP Trust Claim Deadline**"), in accordance with the instructions provided with the TPP Trust Claim Form and subject to the terms of the TPP Trust Notice and the TPP TDP, as applicable; and

(iv) Have provided in connection with such TPP Trust Claim Form, by or before the TPP Trust Claim Deadline, a calculation of its Purdue-related opioid spend (as described in the instructions that are a part of the TPP Trust Claim).[93]

The TPP Claims Administrator, or the TPP Trustee, as applicable[94], shall have the discretion but not the obligation to extend the TPP Trust Claims Deadline for some or all Holders of Third-Party Payor Claims or for some or all of those claimants that request an extension in writing that is received prior to the TPP Trust Claims Deadline. The TPP Claims Administrator's authority in this respect is set forth in the TPP Trust Notice, and the TPP Trustee's authority in this respect will be more fully set forth in the TPP TDP. After the TPP Trust Claim Deadline has passed, the TPP Trustee and the TPP Trustee's professionals, or if the Effective Date of the Plan

[93] The Maximum Eligible Amount Calculation Methodology is provided in the TPP Trust Claim Form and in the TPP Trust Distribution Procedures.

[94] The TPP Claims Administrator will be Alan D. Halperin, and he will become the TPP Trustee upon the Effective Date of the Plan.

has not yet occurred, the TPP Claims Administrator and the TPP Claims Administrator's professionals, shall determine whether, among other things, (i) all of the parties that submitted or were included in the TPP Trust Claim Forms are Third-Party Payors; (ii) such parties timely submitted Proofs of Claim or were included in timely submitted consolidated Proofs of Claim, as set forth above, (iii) the TPP Trust Claim Forms were timely submitted and properly completed, and the claims amounts were calculated pursuant to the instructions in the TPP Trust Claim Form; and (iv) the claimants and the Claims otherwise satisfy the requirements of the TPP Trust Documents.

Pursuant to the TPP TDP, the TPP Claims Administrator or the TPP Trustee, as applicable, shall make initial determinations of the Claim amount, if any, of each of the Third-Party Payor Claims and the allocations of Distributions to such TPP Authorized Recipients. The initial determinations shall be made by the later of eight months after the TPP Trust Claim Deadline or sixty days after the Effective Date, or such other deadline as may be authorized by the TPP TDP. Provided that the relevant Claim has not been Disallowed by Court order, Claimants will then have an opportunity to challenge the TPP Trustee's initial determinations, as set forth in the TPP TDP.[95]

Any Third-Party Payor that failed to timely file a Third-Party Payor Claim on or before the Bar Date set by the Bar Date Order or was not included in a timely filed Third-Party Payor Claim in the Debtors' Chapter 11 cases (it being understood that a self-funded health plan that is solely pursuing its Third-Party Payor Claims through its third-party administrator shall be deemed to have timely filed a Claim by the Bar Date if its third-party administrator timely filed a consolidated Proof of Claim on behalf of self-funded health plans administered by that third-party administrator), is barred from asserting or seeking to enforce its Third-Party Payor Claim, pursuant to the Bar Date Order, and shall not be a TPP Authorized Recipient or eligible to receive a Distribution from the TPP Trust. Likewise, any Third-Party Payor that does not timely submit a TPP Trust Claim Form or is not included in timely submitted consolidated TPP Trust Claim Form shall not qualify as a TPP Authorized Recipient, and any Third-Party Payor that submits a TPP Trust Claim Form after the TPP Trust Claim Deadline (including as extended by the TPP Claims Administrator or TPP Trustee, as applicable) shall not qualify as a TPP Authorized Recipient, and shall have no right to any distribution from the TPP Trust. (For avoidance of doubt, no claim of a Domestic Governmental Entity shall be a Third-Party Payor Claim or be entitled to any distribution from the TPP Trust, unless such Claim is in respect of a self-funded government plan and was and is asserted through a Third-Party Payor.)

Holders of Third-Party Payor Channeled Claims should be aware that, as previously stated, *if they do not* grant the Third-Party Releases in connection with Plan voting, the approval of their Claims by the TPP Claims Administrator or the TPP Trustee, as applicable, will not be treated as final, and no Distribution shall be made on account of such Claims, unless and until the objection period during which the Master Disbursement Trust and any

[95] For avoidance of doubt, a Settling Creditor's Released Claims and Shareholder Released Claims will not be evaluated separately from such Holder's Third-Party Payor Channeled Claims against the Debtors; rather, all incremental value on account of such Claims being subject to the Third-Party Releases will be in the form of such Holder's access to the Shareholder Direct Settlement Portion.

other party in interest, including, for the avoidance of doubt, the applicable Creditor Trustee or any Shareholder Released Party, are permitted to object to such Claims has expired, without objection or, in the event that there is a timely objection, until there is a final order ruling in favor of the claimant on the issue of liability. Any Distribution on account of a Non-Participating Third-Party Payor Channeled Claim that is eventually Allowed pursuant to the previous sentence and pursuant to terms of the TPP TDP will be limited to the claimant's *pro rata* share of the Estate Distribution as determined by the TPP Trustee.

Third-Party Payors may also elect to participate in the LRP Agreement, described in Articles I through XII of the Plan. The LRP Agreement is the result of negotiations between representatives of the Third-Party Payors and representatives of the Holders of PI Claims, and provides a lien resolution program that addresses the reimbursement and lien claims that Third-Party Payors may hold against Holders of PI Claims and Distributions to Holders of PI Claims. The LRP Agreement is an exhibit to the PI Trust Agreement and is a Plan Document.

ALL HOLDERS OF THIRD-PARTY PAYOR CLAIMS ARE ENCOURAGED TO CAREFULLY READ THE PLAN, AS WELL AS THE TPP TDP, AND TO CAREFULLY REVIEW THE TPP TRUST CLAIM FORM (INCLUDING THE INSTRUCTIONS FOR THE CALCULATION AND FILING OF SUCH TPP TRUST CLAIM FORM), THE TPP TRUST AGREEMENT AND THE LRP AGREEMENT. A COPY OF THE PLAN IS ATTACHED HERETO. ALL OF THE OTHER DOCUMENTS IDENTIFIED IN THIS SECTION HAVE EITHER BEEN FILED OR WILL BE FILED WITH THE BANKRUPTCY COURT WITH THE PLAN, THIS DISCLOSURE STATEMENT, OR THE PLAN SUPPLEMENT.

Other TPP Trust Information

As soon as practicable after the Effective Date, the TPP Trustee will send notice to persons or entities that have asserted Third-Party Payor Claims, advising such parties of (i) the establishment of the TPP Trust and relevant deadlines, (ii) the address of the TPP Trust website (which has links to TPP Trust Documents) and (iii) any additional information the TPP Trustee deems appropriate.

The administration of the TPP Trust will be governed by the TPP Trust Documents. With the consent of the Debtors, the Third-Party Payor Group has selected Alan D. Halperin as the TPP Trustee. The TPP Trustee shall have the power and authority to perform all functions on behalf of the TPP Trust, and shall undertake all administrative responsibilities of the TPP Trust (whether directly or through professionals and agents engaged by the TPP Trust, including a claims administrator) as are provided in the Plan and the TPP Trust Documents. The TPP Trustee shall be responsible for all decisions and duties with respect to the TPP Trust, as more fully set forth in the TPP Trust Agreement.

The TPP Trust Agreement will provide that the TPP Trustee shall have the authority to, in his/her discretion, consult with and retain attorneys, financial advisors, accountants, or other professionals and employees, including any third-party claims administrators or claims and noticing agent, as the TPP Trustee deems appropriate in the reasonable exercise of his/her discretion, and who the TPP Trustee reasonably determines to have qualifications necessary to

assist the TPP Trustee in the proper administration of the TPP Trust. The TPP Trustee may pay the reasonable fees, costs and expenses of such persons (including to him/herself and his/her firm) out of the assets of the TPP Trust in the ordinary course of business, pursuant to the terms of the TPP Trust Agreement.

The TPP Trust Agreement will provide for the compensation of the TPP Trustee and shall provide that the TPP Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

(6) ER Physician Claims (Class 9)

The ERP Trust will administer ERP Claims, defined as any Claim against any Debtor that is held by an ER Physician, provided that such Claim arose when such ER Physician's billing and revenue collection were entirely separate from the billing and revenue collection practices of the medical facility at which such ER Physician practiced, and such ER Physician was not employed by such medical facility. All ERP Channeled Claims, including (i) the Claims of each ERP that filed a Proof of Claim and (ii) the Claims of any ERP that participates in the Direct Claims Settlement through an Opt-Out Class Action, will be channeled to the ERP Trust. To administer and provide Distributions on account of ERP Claims, the ERP Trust will be funded in an initial amount of $5,811,015, representing the combined Estate Claims Settlement Value and Direct Claims Settlement Value, from the Debtors, less the (i) SOR Holdback in the amount of $141,015 and (ii) any applicable Direct Claim Settlement Retained Payment Amount. In addition, the ERP Trust may be entitled to further funding from the Master Disbursement Trust in connection with the SOR Holdback. If, as of the Effective Date, the ER Physician Shareholder Direct Settlement has not been consummated, the Initial ERP Trust Distribution will be deposited by the Master Disbursement Trust into a third-party interest bearing escrow in accordance with the Master Shareholder Settlement Agreement on the Effective Date and distributed in accordance with Section 5.2(e)(i) of the Plan.

The ERP Trust will prepare the necessary forms to be completed as part of the claims process by Holders of ERP Claims that have been channeled to the ERP Trust pursuant to the Plan (the "**ERP Trust Forms**"). As part of the claims process, the ERP Trust will verify that the ERP: (i) holds an ERP Claim and that he or she was an ERP for at least five years at any point between 1990 and 2022; (ii) has suffered financial losses from treating uninsured or under-insured[96] patients suffering from Opioid Use Disorder ("**OUD**"), opioid misuse, opioid dependency or opioid related co-morbidities, and (iii) has submitted all requested tax documents. Holders of ERP Claims will have 30 days from receipt of the ERP Trust Forms to submit such forms to the ERP Trust. If such Holder does not submit the ERP Trust Forms within 30 days, such Holder will not receive Distributions from the ERP Trust on account of their ERP Claim, and such Holder shall have no further recourse to any of the Debtors or the Post-Emergence Entities.

[96] "Under-insured patients" refers to patients who have insurance but are still unable to pay for the medical treatment received in the emergency room as it relates to treating patients with opioid use disorder or any opioid-related diagnosis.

The ERP Trust will make distributions (net of attorneys' fees and costs, including funding of the Common Benefit Fund) to ERP Claim Holders who are deemed to be authorized pursuant to the ERP Trust Agreement. The amount of the ERP Trust Abatement Distribution that each verified and eligible ERP Trust Authorized Recipient will receive shall be based on (i) such ERP Trust Authorized Recipient's damages calculated for the years between 1990 and 2022, (ii) the number of ERP Claims channeled to the ERP Trust and the availability of ERP Trust Assets, (iii) the sufficiency, viability, and appropriateness of the applicable ERP Trust Authorized Recipient's proposed Abatement Strategies and budget, and (iv) whether such ERP Trust Authorized Recipient elected to grant Third-Party Releases in connection with Plan voting. In order to be considered to be eligible to receive an ERP Trust Abatement Distribution, the ERP Trust Authorized Recipient must timely submit all required forms and evidentiary documentation.

In the event that a Holder of a ERP Channeled Claim is a Non-Settling Creditor, funds will be reserved for such Non-Participating Claims from the Estate Distributions (the Non-Participating Claims Reserve) until the Non-Participating Claims Objection Deadline has passed without objection, or if an objection has been timely filed by the Shareholder Released Parties, such objection has been determined by final order.[97] If the Non-Settling Creditor prevails on the issue of liability, the determination of the Allowed Claim amount shall be made by the ERP Trustee.

The amount of the ERP Trust Assets available to make payments to Holders of ERP Claims will be subject to certain deductions, including for the fees and expenses of administering the ERP Trust and the assessments to the Common Benefit Fund of 5% of each Distribution made by the ERP Trust, paid pursuant to Section 5.8 of the Plan.

The ERP Trust will consider the estimated total revenue loss, the number of verified ERP Trust Authorized Recipients and availability of funds, and the accuracy, viability and appropriateness of the ERP Trust Authorized Recipient's submitted Abatement Strategies to be implemented when determining the ERP Trust Abatement Distribution amount for each ERP Trust Authorized Recipient.

ERP Trust Authorized Recipients eligible to receive ERP Trust Abatement Distributions will be sent a form of agreement (the "**ERP Trust Abatement Distribution Form**") containing the following conditions that such ERP Trust Authorized Recipient must agree to in order to receive an ERP Trust Abatement Distribution: (i) to only use the monies as provided in the ERP Trust Abatement Distribution Form; (ii) to be the sole person responsible for all applicable local, state, and federal taxes and any obligations to the IRS related to the receipt of any ERP Trust Abatement Distribution; (iii) to prepare and submit to the ERP Trustee (who will submit to the

[97] The Shareholder Direct Settlement Portion paid to the ERP Trust will be reduced by the percentage of dollars attributable to the Claims of the Non-Settling Creditors (or the appropriate amount will be reimbursed to the Shareholder Released Parties) and retained by the Shareholder Payment Parties. The reduction shall be based on the ERP Trustee's determination of the amount of such Claim.

If the Claim of a Non-Settling Creditor is not timely objected to by the Shareholder Released Parties or a timely objection is resolved in favor of the Non-Settling Creditor, the Non-Settling Creditor shall be entitled to a Distribution from the Non-Participating Claims Reserve. If a timely objection is decided in favor of the Shareholder Released Parties, the dollar amount attributable to that Claim in the Non-Participating Claims Reserve shall be transferred to the Released Claim Reserve and available to pay the Litigation Costs of the Shareholder Released Parties.

ERP TAC) an Annual Report regarding progress of implementing such ERP Trust Authorized Recipient's Abatement Strategies, funds expended, for what purpose such funds were expended, and a description of the next phase of the Abatement Strategies; (iv) to make all payments made in furtherance of the implementation of such ERP Trust Authorized Recipient's Abatement Strategies available for review by the Trustee and ERP TAC when requested; and (v) to provide to the ERP Trustee or ERP TAC, when requested, any information, forms, and documentation that may be required for tax purposes. Upon receipt of the signed ERP Trust Abatement Distribution Form, the ERP Trustee will distribute the applicable ERP Trust Abatement Distribution to the ERP Trust Authorized Recipient.

If the ERP Trust identifies a material misstatement made by the ERP Trust Authorized Recipient and contained in the ERP Trust Distribution Form or supporting documentation, the ERP Trust may, for good cause shown, allow the ERP Trust Authorized Recipient up to 30 days to resubmit a corrected ERP Trust Distribution Form with supporting documentation. Failure to timely correct misstatements in a manner acceptable to the ERP Trustee or ERP TAC may result in forfeiture of all or part of the ERP Claim Holder's qualification as an ERP Trust Authorized Recipient and of such Holder's right to receive ERP Trust Abatement Distributions. If the misstatement is discovered after an ERP Trust Abatement Distribution has been made, the Holder that received such ERP Trust Abatement Distribution may be required to return all funds received from the ERP Trust. Notwithstanding anything to the contrary herein, the Third-Party Releases granted by such ERP Trust Authorized Recipient in accordance with the Plan and the efficacy, enforceability, scope and terms thereof shall be unaffected and remain in full force and effect regardless of (i) whether or not such ERP Trust Authorized Recipient has already received, becomes eligible to receive, or is required to return all or a portion of any ERP Trust Abatement Distribution and (ii) when the misstatement was discovered.

All available funds distributed to ERP Trust Authorized Recipients shall be used solely and exclusively for ERP Trust Authorized Opioid Abatement Purposes. ERP Trust Authorized Opioid Abatement Purposes are those that are intended to: (i) reduce the use of opioids and increase the use of alternatives to opioids by emergency room physicians when treating pain to reduce the chance of opioid misuse; (ii) increase the use of risk assessments prior to prescribing opioids to determine the likelihood of misuse on the part of the patient; (iii) increase the use of OUD screening practices for all patients presenting at the emergency room to identify patients who could benefit from MAT and/or referral to treatment programs; (iv) increase the number of emergency room physicians initiating MAT in the emergency room to reduce overdose deaths and increase enrollment and retention in treatment programs; (v) increase the distribution of NARCAN (or comparable medication) by emergency rooms via emergency room physicians, recovery support specialists or nurses; (vi) increase accessibility and availability of NARCAN (or comparable medication) through participation in health fairs, community events, and other public gatherings as well as placement of NARCAN vending machines in key locations; and/or (vii) increase utilization of recovery support specialists by emergency room physicians to link the patient to MAT outpatient or residential treatment to increase the number of persons with OUD who begin and remain in treatment. Any unused ERP Trust Assets (i.e., any funds remaining in the ERP Trust after all ERP Trust Abatement Distributions have been completed) shall be used by the ERP Trust to implement and evaluate Approved Abatement Programs. Any such Approved Abatement Programs shall be created from evidence-based data and must address ERP Trust Authorized

Opioid Abatement Purposes, and expenditures for such Approved Abatement Programs must be approved by the ERP TAC prior to implementation. The proposed strategies for a Holder of an ERP Claim to accomplish the ERP Trust Authorized Abatement Purposes are referred to as "Abatement Strategies."

The administration of the ERP Trust will be governed by the ERP Trust Documents. The ERP Trust will be administered by the ERP Trustee, overseen by the ERP Trust Trust Advisory Committee (the "**ERP TAC**"). The ERP Trustee shall have the authority to perform all functions on behalf of the ERP Trust and shall undertake all administrative responsibilities as are provided in the ERP Trust Documents; provided that the ERP Trustee may not take any actions prohibited by the Plan or the Confirmation Order, or not authorized or without the consent of the ERP TAC. With the consent of the Debtors, the initial ERP Trustee will be Dr. Michael Masiowski. The initial ERP TAC shall consist of two members. The ERP TAC shall consist of no less than two members. The two initial members of the ERP TAC shall be Suzanne Colvin, PhD and Michelle Puggiari, Esq. Successive ERP TAC members shall be appointed by the ERP Trustee pursuant to the ERP Trust Agreement. The ERP Trust Agreement will provide that neither the ERP Trustee nor the Delaware Trustee shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

In accordance with the ERP Trust Documents, the ERP Trustee, with approval by the ERP TAC, shall have the power to hire employees, engage legal, financial, accounting, investment, auditing, forecasting, and other consultants, advisors, and agents as the business of the ERP Trust requires, and delegate to such persons such powers and authorities as the ERP Trustee, in his discretion, deems advisable or necessary in order to carry out the terms of the ERP Trust in accordance with the Governing Order and Filings and the ERP Trust Documents.

The ERP Trustee, with approval from the ERP TAC, shall have the authority to determine whether Holders of ERP Claims are ERP Trust Authorized Recipients and the amount of ERP Trust Abatement Distributions to be made by the ERP Trust. To qualify as an ERP Trust Authorized Recipient and be eligible to receive an ERP Trust Abatement Distribution, Holders of ERP Claims must comply with the terms, provisions and procedures set forth in the ERP Trust Documents and the Governing Order and Filings. The ERP Trustee and ERP TAC may investigate any ERP Claim and may request information from any Holder of an ERP Claim to ensure compliance with the terms set forth in the ERP Trust Documents.

Pursuant to the ERP Trust Agreement, the ERP Trustee shall administer the ERP Trust and ERP TDP in consultation with the ERP TAC, which represents the interests of Holders of ERP Claims and ensures fairness, efficiency and effectiveness of the ERP Trust. The duties of the ERP TAC with respect to the ERP Trust are set forth in the ERP Trust Agreement.

Any Claim channeled to the ERP Trust under the Plan that does not satisfy the requirements to qualify as an ERP Claim shall not be eligible to receive Distributions from the ERP Trust and the Holder thereof shall have no recourse to, or right of recovery from, or any other rights against, the ERP Trust, any other PPOC Sub-Trust, any of the Debtors, or any of the Post-Emergence Entities.

The ERP Trustee will, in consultation with the ERP TAC, determine whether the Holder of an ERP Claim qualifies as an ERP Trust Authorized Recipient and, if so, the amount of the ERP Trust Abatement Distribution to be made to each ERP Trust Authorized Recipient. The ERP Trustee can modify all deadlines indicated in the ERP Trust Abatement Distribution Procedures with ERP TAC approval.

The ERP Trustee will cause to be prepared reporting documents to be completed by ERP Trust Authorized Recipients quarterly in the first year of implementation and semi-annually thereafter. A report is to be submitted to the ERP Trustee, who will subsequently submit it to the ERP TAC, within 14 days of receipt. The report shall contain, at a minimum, the following: (i) dated expenditures for administration and implementation of each Abatement Strategy and evidence that such expenditures commenced within the required time period (i.e., 90 days from receipt of the applicable ERP Trust Abatement Distribution); (ii) expenditures made to date and descriptions of their purposes; (iii) a timeline of Abatement Strategy implementation; (iv) data or descriptive information indicating the effectiveness of each Abatement Strategy implemented to date; and (v) responses to any inquiries received from the ERP Trustee or ERP TAC. The ERP Trustee and ERP TAC shall have the right to audit or cause to be audited an ERP Trust Authorized Recipient's expenditures for ERP Trust Authorized Abatement Purposes to determine if such ERP Trust Authorized Recipient has met the requirements set forth in the ERP Trust Documents governing the use of ERP Trust Abatement Distributions. Each ERP Trust Authorized Recipient, when requested by the ERP Trustee (or its agents or representatives) or the ERP TAC shall provide supporting documentation demonstrating that such ERP Trust Authorized Recipient's expenditures for ERP Trust Authorized Abatement Purposes have met the requirements of the ERP Trust Documents. All Proofs of Claim, ERP Trust Abatement Distribution Forms and certifications filed or submitted by Holders of ERP Trust Claims are subject to audit by the ERP Trustee or the ERP TAC.

(7) PI Claims (Classes 10(a) and 10(b))

Many individuals or their estates or guardians assert Claims against the Debtors for alleged opioid-related personal injury or similar opioid-related Claims. Approximately 140,000 opioid-related personal injury victims filed Claims in the Chapter 11 Cases, in addition to approximately 6,300 Claims filed against the Debtors for alleged opioid-related personal injury to or on behalf of an NAS Child. The PI TDPs[98] provide a process for evaluating those Claims and compensating Holders of Allowed PI Claims.

Except as provided below, pursuant to the Plan, PI Claims consist of Claims brought by individuals, or their loved ones, who suffer from addiction, overdose, death, or other related and similar injuries, as a result of the use of opioid products. Specifically, PI Claims consist of all

[98] The term "**PI TDPs**" refers to the Non-NAS PI TDP and the NAS PI TDP, each as described in greater detail below and in the PI Trust Documents, which will be included in the Plan Supplement. This section provides a summary of certain provisions of the PI Trust Documents, including the PI TDPs. This section is qualified in its entirety and is subject to the PI Trust Documents, including the exhibits thereto. The statements contained in this section do not purport to be precise or complete statements of all terms and provisions of the PI Trust Documents referred to therein. Reference is made to the PI Trust Documents for the full and complete statements of such terms and provisions thereof. In the event of any conflict between this summary, on the one hand, and the PI Trust Documents, on the other hand, the terms and provisions of the PI Trust Documents will control.

Claims against any Debtor for alleged opioid-related personal injury or other similar opioid-related Causes of Action against any Debtor, in each case arising before the Petition Date, and that are not Third-Party Payor Claims, Healthcare Provider Claims or Claims held by a Domestic Governmental Entity.

PI Claims are comprised of "Non-NAS PI Claims" and "NAS PI Claims." Non-NAS PI Claims are Claims against any Debtor for alleged opioid-related personal injury or similar opioid-related Causes of Action against a Debtor that are not NAS PI Claims. That is, Non-NAS PI Claims do not include Claims brought on behalf of children who suffered from neonatal abstinence syndrome ("**NAS**") or similar injuries resulting from their perinatal exposure to opioid products, which are referred to as NAS PI Claims. More specifically, NAS PI Claims are Claims against any Debtor for alleged opioid-related personal injury to an NAS Child or similar opioid-related Causes of Action against a Debtor asserted by or on behalf of an NAS Child.

For purposes of the PI TDPs, PI Claims, including both Non-NAS PI Claims and NAS PI Claims, fall into two categories:

(i) Those PI Claims whose respective Holders ***consent to release the Shareholder Released Parties*** through electing to grant the Third-Party Release on their respective Ballot on or before the Voting Deadline. These are known as "**PI Fully Channeled Claims**."

- PI Fully Channeled Claims are subdivided into Non-NAS PI Fully Channeled Claims and NAS PI Fully Channeled Claims, and in each case include two types of sub-claims:
  - (i) such PI Claims against any *Debtor* for alleged opioid-related personal injury or other similar opioid-related Causes of Action against any Debtor; and
  - (ii) Released Claims and Shareholder Released Claim, ***including but not limited to direct Claims against Shareholder Released Parties (including but not limited to the Sackler Family Members)*** for alleged opioid-related personal injury or other similar opioid-related Causes of Action, in each case arising before the Petition Date;

and

(ii) Those PI Claims whose respective Holders ***do not consent to release the Shareholder Released Parties*** through electing to grant the Third-Party Releases on their respective Ballot on or before the Voting Deadline. These are known as "**PI Partially Channeled Claims.**"

- PI Partially Channeled Claims are subdivided into Non-NAS PI Partially Channeled Claims and NAS PI Partially Channeled Claims. These Claims are referred to as "**Partially Channeled**" to account for:
  - (i) the portion of such Claims that are direct Claims against Shareholder Released Parties (including but not limited to the Sackler Family Members) for alleged opioid-related personal injury or other similar opioid-related Causes of Action that arose prior to the Petition Date that such Holders did not consent to release through electing to grant the Third-Party Releases on their respective

Ballot, which are referred to as "**Non-NAS PI Non-Channeled Direct Sub-Claims**" or "**NAS PI Non-Channeled Direct Sub-Claims**," as applicable, and

- (ii) the portion of such Claims that constitute Claims against any Debtor for alleged opioid-related personal injury or other similar opioid-related Causes of Action against any Debtor that arose prior to the Petition Date and are not Third-Party Payor Channeled Claims or Healthcare Provider Channeled Claims, or held by a Domestic Governmental Entity, which are referred to as "**Non-NAS PI Channeled Estate Sub-Claims**" or "**NAS PI Channeled Estate Sub-Claims**," as applicable.

The manner in which PI Claims become eligible for payment is set forth in the PI TDPs, which are trust distribution procedures included in the PI Trust Documents filed with the Plan Supplement. There are separate trust distribution procedures for Non-NAS PI Claims that are channeled to the PI Trust, known as the "**Non-NAS PI TDP**," and for NAS PI Claims that are channeled to the PI Trust, known as the "**NAS PI TDP**." The PI Trust will make distributions (net of attorneys' fees, costs, and other deductions as set forth in the applicable PI TDP, including funding of the Common Benefit Fund) to Holders of Allowed PI Channeled Claims, whose Distribution, if any, shall be subject to and determined in accordance with the Plan and the applicable PI TDP.

Except as otherwise provided in the PI TDPs, pursuant to the Plan and the Master TDP, the following PI Claims ***will*** be channeled to the PI Trust and, unless otherwise Disallowed pursuant to the claims objection process, liability therefor will be assumed by the PI Trust, as of the Effective Date: all Non-NAS PI Fully Channeled Claims, Non-NAS PI Channeled Estate Sub-Claims, NAS PI Fully Channeled Claims, and NAS PI Channeled Estate Sub-Claims. Such Claims will be administered and resolved pursuant to the Non-NAS PI TDP and the NAS PI TDP, respectively.

Except as otherwise provided in the PI TDPs, pursuant to the Plan and the Master TDP, the following PI Claims ***will not*** be channeled to the PI Trust and liability therefor will not be assumed by the PI Trust, as of the Effective Date: Non-NAS PI Non-Channeled Direct Sub-Claims and NAS PI Non-Channeled Direct Sub-Claims.

Under the applicable PI TDP, Holders of Non-NAS PI Fully Channeled Claims and NAS PI Fully Channeled Claims will either be Qualified or Deficient, and in either case will be liquidated to determine the respective gross distribution on account of such Claim (an "**Award**"). A Qualified Claim refers to a Non-NAS PI Fully Channeled Claim that is Substantiated (i.e., it satisfies all of the requirements of the Non-NAS PI TDP) and entitled to receive an Award. Holders of Qualified Non-NAS PI Fully Channeled Claims and Qualified NAS PI Fully Channeled Claims will be entitled to one hundred percent (100%) of their respective Awards, subject to the PI Trust Deductions and Holdbacks in accordance with the applicable PI TDP. In other words, if Holders of PI Channeled Claims that elect to grant the Third-Party Releases satisfy the requirements set forth in the applicable PI TDP, such Holders will receive their respective Awards as described above and in the applicable PI TDP. A Deficient PI Fully Channeled Claim refers to a PI Fully Channeled Claim (i) that does not satisfy the requirements of §§ 3-6 of the applicable PI TDP, or (ii) for which a Deficiency was not timely cured under the applicable PI TDP. Deficient PI Fully

Channeled Claims will not become Allowed or Disallowed until entry of a Final Order of the Bankruptcy Court allowing or disallowing such Claims, subject to the limitations in the PI TDPs and the PI Trust Deductions and Holdbacks; *provided*, that, to the extent a Deficient Non-NAS PI Fully Channeled Claim has not been Allowed or Disallowed by a Final Order, the Holder of such Claim has a right to appeal the Claims Administrator's determination that such Claim is Deficient, and thus Allowed in the amount of $0, within twenty (20) days of receiving notice of the Claims Administrator's determination, which appeal would be handled by a special master. In the event the Bankruptcy Court overrules any objection to a Deficient PI Fully Channeled Claim, such Claim will be Allowed and the Holder of such Claim can receive its Award, subject to the Claim otherwise being Substantiated under the applicable PI TDP. Deficient PI Fully Channeled Claims that are not Substantiated under the applicable PI TDP or are Disallowed by the Bankruptcy Court will receive no Award.

Under the PI TDP, all Non-NAS PI Partially Channeled Claims and NAS PI Partially Channeled Claims which are held by Holders that did not elect to grant the Third-Party Releases will be Deficient and may be objected to by any party in interest, including the Debtors, the Creditors' Committee, the Master Disbursement Trust, other applicable creditor representatives, or the Shareholder Released Parties in accordance with the Bankruptcy Code and the Plan. Non-NAS PI Partially Channeled Claims and NAS PI Partially Channeled Claims will be liquidated to determine what the respective Award would have been had such Claim been a Non-NAS PI Fully Channeled Claim or a NAS PI Fully Channeled Claim, respectively. If such PI Partially Channeled Claims are Disallowed by a Final Order, such Claims will receive no Award on account of such Claims either against the Debtors or any Shareholder Released Parties. With respect to Deficient Non-NAS PI Partially Channeled Claims and Deficient NAS PI Partially Channeled Claims that are otherwise Substantiated (i.e., that satisfy all the requirements under the applicable PI TDP), (i) 22.1% and 22.4%, respectively, of what the respective Award would be as of the Effective Date (excluding the $50 million distribution due to the PI Trust pursuant to Section 5.2(e) of the Plan and the PI Trust's reversionary interest in the Special Operating Reserve) (i.e., the Individual Direct Claim Holdback Amount portion) will be withheld from funding the PI Trust by the Shareholder Released Parties pursuant to the Plan and (ii) 77.9% and 77.6%, respectively, of what the respective Award would be as of the Effective Date (excluding the $50 million distribution due to the PI Trust pursuant to Section 5.2(e) of the Plan and the PI Trust's reversionary interest in the Special Operating Reserve) (i.e., the Individual Deficient Claim Holdback Amount portion) will be deposited into the Class 10(b) Non-Participating Claims Reserve or the Class 10(a) Non-Participating Claims Reserve, as applicable, subject to the PI Trust Deductions and Holdbacks described below. For the avoidance of doubt, (i) (a) the overall Individual Direct Claim Holdback Amount for Non-NAS PI Partially Channeled Claims and for NAS PI Partially Channeled Claims will ultimately equal 20.4% and 22.0%, respectively, and (b) the overall Individual Deficient Claim Holdback Amount for Non-NAS PI Partially Channeled Claims and NAS PI Partially Channeled Claims will ultimately equal 79.6% and 78.0%, respectively, of what such Holder's Award will be upon the PI Trust's receiving (a) the $50 million distribution due to the PI Trust pursuant to Section 5.2(e) of the Plan and (b) the PI Trust's reversionary interest in the Special Operating Reserve.

ANY HOLDER OF A NON-NAS PI CHANNELED CLAIM OR NAS PI CHANNELED CLAIM WHO DOES NOT CONSENT TO VOLUNTARILY RELEASE THE SHAREHOLDER RELEASED PARTIES SHALL NOT RECEIVE ITS

INDIVIDUAL DIRECT CLAIM HOLDBACK AMOUNT (I.E., 22.1% AND 22.4%, RESPECTIVELY, OF WHAT SUCH HOLDER'S AWARD WOULD HAVE BEEN ON THE EFFECTIVE DATE IF ITS NON-NAS PI CHANNELED CLAIM OR NAS PI CHANNELED CLAIM, RESPECTIVELY, WERE SUBSTANTIATED AND ALLOWED)

On the Effective Date, the PI Trust will be funded with $815,818,195 (less any amounts paid by the Debtors to the PI Claims Administrator), subject to (i) the SOR Holdback on account of the Initial NAS PI Distribution and the Initial Non-NAS Distribution in the total amount of $11,138,195, (ii) amounts distributed directly to the United States for federal lien reimbursement rights under the United States-PI Claimant Medical Expense Claim Settlement, discussed above and (iii) the Aggregate Direct Claims Holdback Amount. The Aggregate Direct Claims Holdback means the aggregate amount of Individual Direct Claims Holdback Amounts that are projected as of the Effective Date.

In addition, the PI Trust will be entitled to further funding from the Master Disbursement Trust from the first $50 million of proceeds, payments, and benefits received by the Master Disbursement Trust from third-party claims and causes of action assigned to the Master Disbursement Trust (including all amounts related to all types of insurance). For example, the Debtors have certain insurance rights that may cover some of the Claims in these Chapter 11 Cases. Should the Master Disbursement Trust recover any proceeds from those insurance policies, the PI Trust will receive the first such proceeds up to an amount of $50 million. However, to the extent the PI Trust does not receive the entire $50 million from such sources prior to the second anniversary of the Effective Date, the Master Disbursement Trust will pay to the PI Trust on the first Scheduled MDT Distribution Date following such second anniversary of the Effective Date on a priority basis in accordance with Section 5.2(g) of the Plan any shortfall (up to an aggregate amount of $50 million) as of that date.

Moreover, the PI Trust will be entitled to any reversionary interest in the $11,138,195 deposited into the Special Operating Reserve by the Debtors as follows: the reversion of (i) $11.03 million on the earlier of (x) the first Special Operating Reserve reversion date in accordance with Section 5.7(b) of the Plan and (y) the eighth anniversary of the Effective Date (minus any amounts that have been used for Litigation Costs solely relating to PI Claims) and (ii) $111,375 on the date the Special Operating Reserve ceases to exist.

The PI Trust will establish a fund to pay Non-NAS PI Channeled Claims, known as the "**PI Trust Non-NAS Fund**," and a fund to pay NAS PI Channeled Claims, known as the "**PI Trust NAS Fund**." These amounts may be held in the same account in order to maximize interest returns, but will be accounted for separately. Non-NAS PI Fully Channeled Claims and Non-NAS PI Channeled Estate Sub-Claims will be satisfied solely from the PI Trust Non-NAS Fund or the Class 10(b) Non-Participating Claims Reserve, respectively, as described more fully below. NAS PI Fully Channeled Claims and NAS PI Channeled Estate Sub-Claims will be satisfied solely from the PI Trust NAS Fund or the PI Trust Class 10(a) Non-Participating Reserve Fund, respectively, as applicable and described more fully below.

Under the Plan, on the Effective Date the PI Trust will receive $815,818,195 of Effective Date Cash less any amounts paid by the Debtors to the PI Claims Administrator, subject to (i) the SOR Holdbacks on account of the Initial NAS PI Distribution and the Initial Non-NAS PI

Distribution in the total amount of $11,138,195; (ii) amounts distributed directly to the United States under the United States-PI Claimant Medical Expense Claim Settlement, and (iii) the Aggregate Direct Claims Holdback Amount. The PI Trust will allocate the distributions it receives under the Plan as follows:

(i) $48,213,070[99] received by the PI Trust on the Effective Date to the PI Trust NAS Fund,

(ii) $65,848,195 to the PI Trust NAS Fund,

(iii) 16.2438% of the PI Trust's reversionary interest in the Special Operating Reserve to the PI Trust NAS Fund, and

(iv) the remainder to the PI Trust Non-NAS Fund,

in each case subject to applicable PI Trust Deductions and Holdbacks. The Initial NAS PI Distribution will be subject to deductions for (i) the SOR Holdback in the amount of $1,809,265 as well as (ii) any Aggregate Direct Claims Holdback Amount, (iii) any amounts advanced to the NAS Monitoring Trust by the Debtors prior to the Effective Date, and (iv) 13.98% of any amounts paid by the Debtors to the PI Claims Administrator and advanced to the PI Trust prior to the Effective Date. The Initial Non-NAS PI Distribution shall be subject to deductions for (i) the SOR Holdback in the amount of $9,328,930 as well as (ii) any Aggregate Direct Claims Holdback Amount, and (iii) 86.02% of any amounts paid by the Debtors to the Claims Administrator and advanced to the PI Trust prior to the Effective Date. Notwithstanding the above, (i) one hundred percent (100%) of any Aggregate Direct Claims Holdback Amount with respect to Non-NAS PI Claims will be allocated to the PI Trust Non-NAS Fund and (ii) one hundred percent (100%) of any Aggregate Direct Claims Holdback Amount with respect to NAS PI Claims will be allocated to the PI Trust NAS Fund.

The Ad Hoc Group of Individual Victims believes that the Non-NAS PI TDP is fair and expeditious and resolves Non-NAS PI Channeled Claims in a way that is equitable, consistent, transparent and reasonable given the finite amount of funds available to satisfy such Claims. The NAS Committee believes that the NAS PI TDP is fair and expeditious and resolves NAS PI Channeled Claims in a way that is equitable, consistent, transparent and reasonable given the finite amount of funds available to satisfy such Claims.

Procedures Under the Non-NAS PI TDP:

The Non-NAS PI TDP sets forth what forms and qualifying evidence each Holder of a Non-NAS PI Channeled Claim must submit in order to be eligible to receive an Award. Non-NAS PI Claim Forms may be completed online, and evidence in support of a Non-NAS PI Channeled Claim can be uploaded online via the PI Trust Website, www.purduepitrust.com. Completed Non-NAS PI Claim Forms as well as evidence in support of a Non-NAS PI Channeled Claim also can

[99] $48,213,070 is the sum of (i) 6.43% of $700,000,000 of the Initial PI Trust Distribution Amount, up to an aggregate $45 million in accordance with the definition of "NAS PI Portion" in the Twelfth Amended Plan, and (ii) 6.43% of the $49,970,000 remaining Initial PI Trust Distribution Amount.

be submitted to the PI Trust by sending such forms and evidence by (i) e-mail to purduepitrust@purduepitrust.com, (ii) mail to Purdue PI Trust, P.O. Box 361930, Hoover, Alabama 35236-1930, or (iii) facsimile to 205-716-2364. Law firm claim batches should be submitted via the Bulk Data and Document Submittal process outlined on the law firm tab of the PI Trust Website.

Classification of Non-NAS PI Channeled Claims as Qualified, Substantiated, or Deficient. For a Non-NAS PI Channeled Claim that is being liquidated pursuant to the streamlined procedures set forth in the Non-NAS PI TDP to be Qualified and Substantiated, the Holder of such Non-NAS PI Channeled Claim must:

(a) Hold such Non-NAS PI Channeled Claim against one or more Debtors;

(b) Provide proof demonstrating usage prior to the Petition Date of a qualifying prescribed opioid listed in Exhibit C of the Non-NAS PI TDP (a "**Qualifying Opioid**");[100]

(c) Have timely[101] filed an individual personal injury Proof of Claim against one or more Debtors in the Chapter 11 Cases asserting his/her Non-NAS PI Channeled Claim against one or more Debtors;

(d) Complete, sign[102] and submit the Non-NAS PI Claim Form (the form of which is attached to the Non-NAS PI TDP as Exhibit A), so that it is received on or before the PI Claims Deadline of July 28, 2025, which is sixty (60) days after notice of the PI Claims Deadline is distributed to Holders of PI Channeled Claims as set out in the *Order (I) Appointing PI and TPP Claims Administrators; (II) Authorizing the Establishment of Claims Deadlines and Claims Objection Procedures; and (III) Granting Related Relief* [D.I. 7382] a Final Order by the Bankruptcy Court establishing the PI TDP Claims Deadline and approving the form of notice informing Holders of PI Channeled Claims of same;

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[100] If the Holder of such Non-NAS PI Claim or the decedent of such Holder, as applicable, used only a **non-prescribed** (diverted) version of a Qualifying Opioid listed on Exhibit C of the Non-NAS PI TDP (OxyContin, MS Contin, Dilaudid, Hysingla ER, Butrans, DHC Plus, MSIR, OxyFast, OxyIR, Palladone, or Ryzolt), then such Non-NAS PI Claim will be Deficient.

[101] Subject to exceptions set forth in the Non-NAS PI TDP.

[102] If the Holder of a Non-NAS PI Channeled Claim is represented by counsel, then such Holder's Non-NAS PI Claim Form may be signed by such Holder's attorney instead of by such Holder; *provided* that such Non-NAS PI Claim Form contains substantially the following attestation "I, [Name of Attorney], hereby swear under penalty of perjury that the information contained herein is true and accurate to the best of my knowledge made after conducting due diligence, and that this Non-NAS PI Claim Form is being filed with the consent of my client, or the authority to file on my client's behalf under applicable law and/or with appropriate power of attorney." The Claims Administrator will be entitled to rely on this attestation. However, in the event the Claims Administrator reasonably suspects that the Holder's counsel does not have such consent under applicable law or power of attorney, or is otherwise misrepresenting such consent or authority, the Claims Administrator may request backup documentation. If such backup documentation does not resolve the Claims Administrator's concerns regarding the attestation, the Claims Administrator may require the Holder of the Non-NAS PI Channeled Claim to sign the Non-NAS PI Claim Form in order to avoid such Claim being Deficient, or take other appropriate measures to prevent fraud. In the event of a large inventory doing bulk uploads, the PI Trustee will establish procedures for bulk attestations.

(e) Complete, sign, and submit the applicable HIPAA consent form (the form of which is attached to the Non-NAS PI TDP as Exhibit B); and

(f) If the Non-NAS PI Channeled Claim concerns the injuries of a decedent of the Holder of such Claim, then complete, sign, and submit the Heirship Declaration attached to the Non-NAS PI TDP as Exhibit D, or provide valid estate documents (as described in Exhibit D to the Non-NAS PI TDP) authorizing the Holder of the Claim to act on behalf of the decedent's estate.

If the Holder of a Non-NAS PI Fully Channeled Claim satisfies all these requirements, then such Non-NAS PI Fully Channeled Claim will be Qualified and Substantiated. If the Holder of a Non-NAS PI Fully Channeled Claim or a Non-NAS PI Partially Channeled Claim does not satisfy all these requirements, then such Claim will be Deficient. If the Holder of a Non-NAS Partially Channeled Claim satisfies all these requirements, then such Claim will be a Deficient Claim that is also Substantiated (a "Substantiated Disputed Claim"). Each Holder of a Non-NAS PI Channeled Claim must complete, sign, and submit a Non-NAS PI Claim Form so that it is received by the Claims Administrator on or before the PI Claims Deadline. Failure to do so will result in such Non-NAS PI Channeled Claim being Deficient.[103]

Qualifying Opioid. In order to demonstrate usage of a Qualifying Opioid as listed in Exhibit C of the Non-NAS PI TDP, the following should be taken into account to the extent applicable:

(i) A Holder of a Non-NAS PI Channeled Claim who provides evidence of a prescription for brand name OxyContin, MS Contin, Dilaudid, Hysingla ER, Butrans, DHC Plus, MSIR, OxyFast, OxyIR, Palladone, or Ryzolt may rely on the name alone without the necessity of a corresponding NDC number.

(ii) In order for a Non-NAS PI Channeled Claim to be Substantiated based on the use of one of the generic products listed in Exhibit C of the Non-NAS PI TDP (e.g., oxycodone, morphine sulfate, hydromorphone), the Holder of such Claim must present evidence that includes either:

(a) The product's corresponding NDC number, which is set forth on Exhibit C of the Non-NAS PI TDP, demonstrating that the product was manufactured or sold by any of the Debtors;[104] or

[103] If a Non-NAS PI Claim Form is received after the PI TDP Claims Deadline, such Non-NAS PI Channeled Claim will be a Deficient Claim absent a showing of extraordinary cause, to the satisfaction of and in the sole discretion of the Claims Administrator; *provided, however*, that in no event will such Non-NAS PI Channeled Claim be Qualified or Substantiated if such Non-NAS PI Claim Form is received more than fifteen (15) days after the PI Claims Deadline. Groups of Non-NAS PI Claim Forms represented by the same attorney received after the PI Claims Deadline will not be considered timely, and thus such Non-NAS PI Channeled Claims will not be Qualified or Substantiated, because the Claims Administrator only has the discretion to consider one Non-NAS PI Channeled Claim at a time.

[104] Subject to addition of further NDC numbers.

(b) A notation in the record submitted by the Holder that the product was manufactured or sold by any of the Debtors.

(iii) The Holder of a Non-NAS PI Channeled Claim, or the decedent of such Holder, if applicable, who used a generic oxycodone prescription that does not contain evidence of (ii)(a) or (b) above may only have a Substantiated Non-NAS PI Channeled Claim if the prescription utilized one of the following:

(a) Oxycodone CR (Controlled Release); or

(b) Oxycodone ER (Extended Release).

Holders of Non-NAS PI Channeled Claims whose Claims are based on the use of opioids that are only manufactured by companies other than the Debtors will not be eligible or Qualified to receive a settlement payment from the PI Trust on account of such Claims.

The Non-NAS PI TDP outlines several ways that Holders of Non-NAS PI Channeled Claims can demonstrate their eligibility, including through prescription or pharmacy records or references in contemporaneous medical records. For a complete description of qualifying Purdue products and evidentiary requirements, Holders of Non-NAS PI Channeled Claims should carefully review the Non-NAS PI TDP, which is included in the Plan Supplement filed with the Bankruptcy Court.

The Claims Administrator has the discretion to request additional documentation believed to be in the possession of the Holder of a Non-NAS PI Channeled Claim or its authorized agent or counsel. It also has the sole discretion to classify a Non-NAS PI Channeled Claim as Deficient, or to reduce or eliminate the amount of Awards for Allowed Non-NAS PI Channeled Claims or Substantiated Non-NAS PI Channeled Claims, as applicable, if the Claims Administrator concludes there has been a pattern to circumvent full or truthful disclosure under the Non-NAS PI TDP.

Within thirty (30) days of the PI Claims Deadline, the Claims Administrator will send a notice of Deficiency to any Holder of a Non-NAS PI Channeled Claim that submitted a Non-NAS PI Claim Form that is incomplete or deficient because the Holder failed to meet the requirements or provide proof of meeting the requirements, of § 3(b)-(e) of the Non-NAS PI TDP. If the Holder of a Non-NAS PI Channeled Claim receives a notice of Deficiency, the Holder must cure the Deficiency by no later than thirty (30) days after the date on which such notice has been sent to the Holder in order for such Non-NAS PI Channeled Claim to avoid being Deficient. If a Deficiency is timely cured to the satisfaction of the Claims Administrator, the Non-NAS PI Channeled Claim will not be Deficient, but such cure does not guarantee that such Claim will otherwise be Qualified.

Award Determination. Substantiated Non-NAS PI Fully Channeled Claims or Substantiated Deficient Non-NAS PI Partially Channeled Claims will be categorized in one of two Tiers:

(i) **Tier 1**: Use of a Qualifying Opioid equal to or greater than six (6) months[105] for a period prior to September 15, 2019 (16,000 points)

(ii) **Tier 2**: Use of a Qualifying Opioid for less than six (6) months for a period prior to September 15, 2019 (8,000 points)

The point values above resulted from the work of counsel and other professionals advising the Ad Hoc Group of Individual Victims, statistical sampling and modeling performed by financial analysts and subject matter experts for the Ad Hoc Group of Individual Victims and other Holders of PI Channeled Claims, and collaborative discussions with stakeholders.

At this time, it is not possible to state with certainty how the assigned points will translate into dollars or, as a result, how much money any particular Holder of an Allowed Non-NAS PI Channeled Claim will receive from the PI Trust. Prior to determining the cash value of assigned points, the Claims Administrator must review the evidence submitted by Holders of PI Channeled Claims to determine how many Qualified or Substantiated PI Channeled Claims fall in each "**Tier**." Based on an initial sample, the amount of the dollar award per point is estimated to be between $0.70 and $1.20. The dollar amount ultimately awarded per point will be determined with reference to the funds available in the PI Trust and the number and nature of Allowed PI Channeled Claims. The estimated amount per point will be updated periodically on the PI Trust Website.

If a Non-NAS PI Channeled Claim has not been resolved through the claims resolution process as described in the Plan, after the Effective Date the Holder of such Claim has a right to appeal the Claims Administrator's determination that either (i) such Claim is not Substantiated or is otherwise Deficient, and thus Allowed in the amount of $0, or (ii) such Claim is Substantiated but designated as Tier 2 because of a deficiency in providing proof demonstrating use of a Qualified Opioid equal to or greater than six (6) months for a period prior to September 15, 2019. Any such appeal will be referred to a special master appointed by the PI Trustee (the "**Appeals Special Master**"). Specifically, within twenty (20) days of receiving notice of the Claims Administrator's determination, a Holder of a Non-NAS PI Channeled Claim choosing to appeal that determination must submit an appeal to the Claims Administrator setting forth the Holder's position and explaining the reason the Holder believes the determination is wrong. An appeal fee of $500 will be assessed regardless of the outcome of the appeal, and failure to provide the appeal fee within ten (10) days of submission of the appeal will result in the appeal's dismissal. Decisions of the Appeals Special Master will be final and binding, and Holders of Non-NAS PI Channeled Claims will have no further appeal rights as to any determinations made by the Claims Administrator beyond those set forth in the Non-NAS PI TDP. Decisions of the Appeals Special Master must be made within sixty (60) days of receipt of the notice of appeal.

Additional Claim Factors and Valuation

[105] The six months does not have to be consecutive use. It is calculated based on the sum of all days noted in the supply portion of the prescription or otherwise described in the records. If a prescription or reference to a Qualifying Opioid does not reference a time period of supply, it will not be counted towards the six months to qualify for Tier 1. However, a single reference to a Qualifying Opioid that does not contain a time period of supply would qualify for Tier 2.

(i) To the extent practicable, only objective factors will be taken into account, based upon the maxim that, in the context of mass torts, consistency is fairness.

(ii) The point values for the two Tiers described above is based in part on scoring grids developed in comparable cases with unique customization according to the claims and injuries encountered and reviewed in sampling individual PI Claims.

(iii) With respect to Non-NAS PI Channeled Claims, because of limited funds, economic damages are not compensable. Awards issued pursuant to the Non-NAS PI TDP provide compensation only for general pain and suffering.

(iv) In no circumstance will the Claims Administrator assign any claim value for any punitive damages, exemplary damages, statutory enhanced damages, or attorneys' fees or costs (including statutory attorneys' fees and costs).

An Award for a Non-NAS PI Fully Channeled Claim will be a gross number subject to the following deductions and holdbacks: (A) a pro rata share of the operating expenses of the PI Trust, (B) amounts held back under the Lien Resolution Program (the "**LRP Agreement**") to settle liens held by private insurance companies against that Award, if any, (C) amounts prepaid to the United States under the United States-PI Claimant Medical Expense Claim Settlement to settle liens of federal healthcare programs like Medicare, Tricare, or VA against that Award, if any, (D) a pro rata share of the compensation, costs and fees of professionals that represented or advised the Ad Hoc Group of Individual Victims and the NAS Committee in connection with the Chapter 11 Cases, subject to Section 5.9(g) of the Plan, (E) the common benefit assessment required under Section 5.9(c) of the Plan, and (F) the fees and costs of counsel to the Holder of the Non-NAS PI Channeled Claim in the Chapter 11 Cases, if any.[106] In addition to these deductions and holdbacks, an Award may be subject to claims by certain state or tribal healthcare programs that are not part of the LRP Agreement, including Medicaid.

An Award for a Non-NAS PI Partially Channeled Claim will be a gross number subject to the following deductions and holdbacks: (A) a pro rata share of the operating expenses of the PI Trust; (B) amounts held back under the LRP Agreement to settle liens held or private insurance companies against that Award, if any; (C) amounts prepaid to the United States under the United States-PI Claimant Medical Expense Claim Settlement to settle liens of federal healthcare programs like Medicare, Tricare, or VA against that Award, if any; and (D) a pro rata share of the compensation, costs, and fees of professionals that represented or advised the Ad Hoc Group of Individual Victims and the NAS Committee in connection with the Chapter 11 Cases, subject to Section 5.9(g) of the Plan.[107] For clarity, while the Award for a Non-NAS PI Partially Channeled

[106] If a Holder of a Non-NAS PI Channeled Claim is represented by counsel, then such counsel, rather than the PI Trust, will be responsible for deducting its fees and expenses from the Holder's Award.

[107] While the common benefit assessment required under Section 5.9(c) of the Plan and the fees and costs of counsel to the Holder of a Non-NAS PI Channeled Claim in the Chapter 11 Cases, if any, are used to calculate the deductions and holdback amounts for Non-NAS PI Fully Channeled Claims, they are not used to calculate deductions and holdback amounts for Non-NAS PI Partially Channeled Claims in the first instance. However, if a Non-NAS PI Partially Channeled Claim becomes Allowed, that Claim would be subject, at that time and from its recovery, to the

Claim is a gross number, the actual calculation of the Individual Deficient Claim Holdback Amount and the Individual Direct Claim Holdback Amount will be net of the above deductions and holdbacks. For example, if the Award for a Substantiated Non-NAS PI Partially Channeled Claim would be $100 as of the Effective Date and the deductions and holdback amounts pursuant to clauses (A)-(D) of this paragraph is $30, the Individual Deficient Claim Holdback Amount would be $54.53 (77.9% of $70 net Award) and the Individual Direct Claim Holdback Amount would be $15.47 (22.1% of $70 net Award).

Finally, distributions to minors are to be held in trust until the minor becomes a legal adult (unless a competent court orders otherwise). For all these reasons, it may take years before the Holder of such Allowed Claim receives its entire Award.

The PI Trust will hold any amounts owed to a Holder of an Allowed Non-NAS PI Channeled Claim that is a minor in trust until such minor becomes a legal adult under applicable state law, unless otherwise directed by a court of competent jurisdiction.

* * *

Caps for Claims Adjudicated in Bankruptcy Court or the Tort System:

(a) Any Deficient Non-NAS PI Channeled Claims that are adjudicated and Allowed by the Bankruptcy Court as part of the claims resolution process will be channeled to the Class 10(b) Non-Participating Claims Reserve for payment pursuant to the Non-NAS PI TDP and the Plan. Each such Allowed Non-NAS PI Channeled Claims will be entitled to receive from the Class 10(b) Non-Participating Claims Reserve its respective Award consistent with § 6 of the Non-NAS PI TDP; *provided, however*, that if such Allowed Non-NAS PI Channeled Claim does not meet all the requirements of the Non-NAS PI TDP, then such Non-NAS PI Channeled Claim will only be entitled to receive the lesser of (i) the Allowed liquidated amount fixed by the Bankruptcy Court and (ii) the lower recovery amount for Allowed Awards therein (Tier 2). Such amounts (if any) will be paid from the Class 10(b) Non-Participating Claims Reserve, and in no event will the PI Trust be responsible for paying Holders of such Allowed Non-NAS PI Channeled Claims out of the PI Trust Non-NAS Fund.

(b) If a Holder of a Deficient Non-NAS PI Channeled Claim satisfies § 3(a)-(c) of the Non-NAS PI TDP elects to have such Claim against the Debtors liquidated in a court other than the Bankruptcy Court in response to an objection to such Claim, and successfully obtains a final judgment against any of the Debtors in such other court, such Claim will be channeled to the Class 10(b) Non-Participating Claims Reserve for payment pursuant to the Non-NAS PI TDP and the Plan. A Holder of such Non-NAS PI Channeled Claim will only be entitled to receive from the Class 10(b) Non-Participating Claims Reserve the lesser of (i) the liquidated amount of the final judgment so ordered by such court and (ii) three (3) times (x) what such Holder would have received under § 6 of the Non-NAS PI TDP, or (y) if such Non-NAS PI Channeled Claim does not meet all of the requirements

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common benefit assessment required under Section 5.9(c) of the Plan and the fees and costs of counsel to the Holder of the Non-NAS PI Channeled Claim in the Chapter 11 Cases, if any.

of the Non-NAS PI TDP, the lower recovery amount for Allowed Awards therein (Tier 2). Such amounts (if any) will be paid from the Class 10(b) Non-Participating Claims Reserve, and in no event will the PI Trust be responsible for paying Holders of such Non-NAS PI Channeled Claims out of the PI Trust Non-NAS Fund. In no event will a Person who did not satisfy § 3(a) and (c) of the Non-NAS PI TDP receive any distribution under the Non-NAS PI TDP, regardless of whether such Person obtains a judgment in a court other than the Bankruptcy Court.

* * *

Procedures Under the NAS PI TDP:

The NAS PI TDP sets forth what forms and qualifying evidence each Holder of an NAS PI Channeled Claim must submit in order to be eligible to receive an Award. NAS PI Claim Forms may be completed online, and evidence in support of an NAS PI Channeled Claim can be uploaded online via the PI Trust Website, www.purduepitrust.com. Completed NAS PI Claim Forms as well as evidence in support of an NAS PI Channeled Claim may also be submitted to the PI Trust by sending such forms and evidence by (i) e-mail to purduepitrust@purduepitrust.com, (ii) mail to Purdue PI Trust, P.O. Box 361930, Hoover, Alabama 35236-1930, or (iii) facsimile to 205-716-2364. Law firm claim batches should be submitted via the Bulk Data and Document Submittal process outlined on the law firm tab of the PI Trust Website.

Classification of NAS PI Channeled Claims as Qualified, Substantiated, or Deficient. For an NAS PI Channeled Claim that is being liquidated pursuant to the streamlined procedures set forth in the NAS PI TDP to be Qualified or Substantiated, as applicable, the Holder of such NAS PI Channeled Claim must:

(i) Hold such NAS PI Channeled Claim against one or more Debtors;

(ii) Demonstrate by Competent Evidence a diagnosis by a licensed medical provider of a medical, physical, cognitive or emotional condition resulting from the NAS Child's intrauterine exposure to opioids or opioid replacement or treatment medication, including but not limited to the condition known as neonatal abstinence syndrome or NAS. The diagnosis can be made by any licensed medical professional, specifically including physicians, nurses, physician assistants, mental health counselors or therapists, or professionals at a rehabilitation center. Only NAS PI Claims based on injuries or facts occurring prior to the filing of a NAS PI Claim Form are eligible for recovery. However, if the Holder of an NAS PI Channeled Claim provided the required documentation in connection with the chapter 11 bankruptcy case of Mallinckrodt plc, Case No. 20-12522 (Bankr. D. Del.) or the chapter 11 bankruptcy case of Endo International plc, Case No. 22-22549 (Bankr. S.D.N.Y.), or with their Proof of Claim that was filed in the Chapter 11 Cases, such Holder does not need to resubmit the required documentation referenced in this paragraph, but must provide the PI Trustee with a statement (or a list if filing in bulk by a law firm) confirming the previously filed Claim(s) for the PI Trustee to vet and verify;

(iii) Have already timely[108] filed an individual personal injury Proof of Claim against one or more Debtors in the Chapter 11 Cases asserting his/her NAS PI Channeled Claim against one or more Debtors;

(iv) Complete, sign and submit the NAS PI Claim Form attached to the NAS PI TDP as Exhibit A so that it is received on or before the PI Claims Deadline (which is sixty (60) days after notice of the PI Claims Deadline is distributed to Holders of PI Channeled Claims as set out in the *Order (I) Appointing PI and TPP Claims Administrators; (II) Authorizing the Establishment of Claims Deadlines and Claims Objection Procedures; and (III) Granting Related Relief* [D.I. 7382], a Final Order of the Bankruptcy Court establishing the PI TDP Claims Deadline and approving the form of notice informing Holders of PI Channeled Claims of same);

(v) Complete, sign and submit the applicable HIPAA consent form attached as Exhibit B to the NAS PI TDP unless provided to the Claims Administrator in connection with the *Mallinckrodt plc* (Case No. 20-12522) (Bankr. Del.) bankruptcy, or the *Endo International plc* (Case No. 22-22549) (Bankr. S.D.N.Y.) bankruptcy; and

(vi) If the NAS PI Channeled Claim concerns the injuries of a decedent of the Holder of such Claim, then complete, sign, and submit the Heirship Declaration attached as Exhibit C to the NAS PI TDP or provide valid Estate Documents authorizing the Holder of the Claim to act on behalf of the decedent's estate unless provided to the Claims Administrator in connection with the *Mallinckrodt plc* (Case No. 20-12522) (Bankr. Del.) bankruptcy, or the *Endo International plc* (Case No. 22-22549) (Bankr. S.D.N.Y.) bankruptcy.

If a Holder of an NAS PI Fully Channeled Claim satisfies these requirements, then such NAS PI Fully Channeled Claim will be Qualified and Substantiated. If a Holder of an NAS PI Fully Channeled Claim or NAS Partially Channeled Claim does not satisfy these requirements, then such Claim will be Deficient. If the Holder of an NAS Partially Channeled Claim satisfies these requirements, then such Claim will be a Deficient Claim that is also Substantiated (a "Substantiated Deficient Claim").

Each Holder of an NAS PI Channeled Claim must complete, sign, and submit an NAS PI Claim Form so that it is received on or before the PI Claims Deadline. Failure to do so will result in such NAS PI Channeled Claim being Deficient.[109]

[108] Subject to exceptions set forth in the NAS PI TDP.

[109] If an NAS PI Claim Form is received after the PI Claims Deadline, such NAS PI Channeled Claim will be a Deficient Claim absent a showing, to the satisfaction of and in the sole discretion of the Claims Administrator, of extraordinary cause, *provided, however*, that in no event will such NAS PI Channeled Claim be Qualified or Substantiated if such NAS PI Claim Form is received more than fifteen (15) days after the PI TDP Claims Deadline. Groups of NAS PI Claim Forms represented by the same lawyer received after the PI Claims Deadline will not be

Competent Evidence. To receive recovery on his/her NAS PI Channeled Claim, the Holder of such Claim must submit one of the following forms of "**Competent Evidence**":

(i) A document from a licensed medical provider diagnosing the NAS Child with a medical, physical, cognitive or emotional condition resulting from the NAS Child's intrauterine exposure to opioids or opioid replacement or treatment medication, including but not limited to the condition known as NAS;

(ii) A document from a licensed medical provider affirming that the NAS Child had Neonatal Opioid Withdrawal Syndrome ("**NOWS**"); or

(iii) Other medical records evidencing that the NAS Child had an NAS diagnosis, including post-natal treatment for symptoms caused by opioid exposure, symptoms of post-natal withdrawal from opioids, medical scoring for NAS or NOWS that is positive or indicates fetal opioid exposure, a positive toxicology screen of the birth mother or infant for opioids or opioid-weaning drugs, or a maternal diagnosis of opioid use disorder by the birth mother.

The Claims Administrator has the sole discretion to determine whether these evidentiary requirements have been met, including whether the forms of evidence submitted constitute Competent Evidence.[110] In addition, the Claims Administrator has the sole discretion to classify an NAS PI Channeled Claim as Deficient, or to reduce or eliminate the amount of Awards for Qualified NAS PI Channeled Claims or Substantiated NAS PI Channeled Claims, as applicable, if the Claims Administrator concludes there has been a pattern to circumvent full or truthful disclosure under the NAS PI TDP.

Within thirty (30) days of the NAS PI Claims Deadline, the Claims Administrator will send a notice of Deficiency to any Holders of NAS PI Channeled Claims who submitted a NAS PI Claim Form that is incomplete or deficient because the NAS PI Claim, failed to meet the requirements, or provide proof of the requirements, for § 3(b) through (f) of the NAS PI TDP, as applicable (an "**NAS Deficiency**"). If a Holder of an NAS PI Channeled Claim receives notice of an NAS Deficiency, such Holder must cure the NAS Deficiency no later than thirty (30) days after such notice has been sent to such Holder in order to avoid such Claim being Deficient. Failure to do so will result in such NAS PI Channeled Claim being deemed Deficient. If an NAS Deficiency is timely cured to the satisfaction of the Claims Administrator, such Claim will not be deemed

considered timely, and thus such NAS PI Channeled Claims will not be Qualified or Substantiated, because the Claims Administrator only has the discretion to consider one NAS PI Channeled Claim at a time.

[110] Competent Evidence necessary for Allowance of an NAS PI Claim is evidence, in the opinion of the Trustee, that establishes that the occurrence of a diagnosis of NAS with respect to an NAS PI Claimant is more likely true than not true, i.e., a probability standard. Competent Evidence requires more than a mere possibility or scintilla of truth, but such standard does not require proof that rises to the level of clear and convincing evidence. However, notwithstanding anything to the contrary in the NAS PI TDP, proof of a prescription of an opioid product will not be required.

Deficient on the basis of such NAS Deficiency, but does not guarantee such Claim will otherwise be Qualified.

Payment. The money available in the PI Trust NAS Fund for distribution to Substantiated NAS PI Fully Channeled Claims or Substantiated Disputed NAS PI Partially Channeled Claims will be allocated equally among the Substantiated NAS PI Fully Channeled Claims and Substantiated Disputed NAS PI Partially Channeled Claims and allocated as equal gross Awards to the Holders of such Claims.

Awards issued pursuant to the NAS PI TDP provide compensation only for general pain and suffering on account of a NAS Child's injuries. Because of limited funds, economic damages and punitive damages are not compensable. Only injuries occurring before the filing of a NAS PI Claim Form are compensable.

An Award for an NAS PI Fully Channeled Claim liquidated under the NAS PI TDP will be a gross number subject to the Fully Channeled PI Trust Deductions and Holdbacks, which are as follows: (A) a pro rata share of the operating expenses of the PI Trust; (B) amounts held back under the LRP Agreement to settle liens held by private insurance companies against that Award, if any; (C) amounts prepaid to the United States under the United States-PI Claimant Medical Expense Claim Settlement to settle liens of certain federal healthcare programs like Medicare, Tricare, and VA against such Award, if any; (D) a pro rata share of the compensation, costs and fees of professionals that represented or advised the Ad Hoc Group of Individual Victims and the NAS Committee in connection with the Chapter 11 Cases, subject to Section 5.9(f) of the Plan; (E) the fees and costs of the attorney(s) of the Holder of the NAS PI Channeled Claim in the Chapter 11 Cases, if any, reduced by the common benefit assessment in accordance with Section 5.9(c) of the Plan.[111] In addition to the deductions and holdbacks described above, an Award may be subject to claims by certain state or tribal healthcare programs that are not part of the LRP Agreement, including Medicaid.

An Award for an NAS PI Partially Channeled Claim will be a gross number subject to the Partially Channeled PI Trust Deductions and Holdbacks, which are as follows: (A) a pro rata share of the operating expenses of the PI Trust; (B) amounts held back under the LRP Agreement to settle liens held by private insurance companies against that Award, if any; (C) amounts prepaid to the United States under the United States-PI Claimant Medical Expense Claim Settlement to settle liens of federal healthcare programs like Medicare, Tricare, or VA against that Award, if any; and (D) a pro rata share of the compensation, costs, and fees of professionals that represented or advised the Ad Hoc Group of Individual Victims and the NAS Committee in connection with the Chapter 11 Cases, subject to Section 5.9(g) of the Plan. For clarity, while the Award for an NAS PI Partially Channeled Claim is a gross number, the actual calculation of the Individual Disputed Claim Holdback Amount and the Individual Direct Claim Holdback Amount will be net of the above deductions. For example, if the Award for a Substantiated NAS PI Partially Channeled Claim would be $100 and the deductions and holdback amounts pursuant to clauses (A)-(D) of this paragraph is $30, the Individual Deficient Claim Holdback Amount would be

[111] If the Holder of an NAS PI Channeled Claim is represented by an attorney, then such attorney, rather than the PI Trust, will be responsible for deducting its fees and expenses from such Holder's Award.

$54.32 (77.6% of $70 net Award) and the Individual Direct Claim Holdback Amount would be $15.68 (22.4% of $70 net Award).

Finally, distributions to minors are to be held in trust until the minor becomes a legal adult (unless a competent court orders otherwise). For these reasons, it may take years before the Holder of an Allowed NAS PI Channeled Claim receives its entire Award.

The PI Trust will hold any amounts owed to a Holder of an Allowed NAS PI Channeled Claim who is a minor in trust until such minor becomes a legal adult under applicable state law, unless otherwise directed by a court of competent jurisdiction.

Caps for Claims Adjudicated in Bankruptcy Court or the Tort System

(a) Any Deficient NAS PI Channeled Claims that are adjudicated and Allowed by the Bankruptcy Court as part of the claims resolution process will be channeled to the Class 10(a) Non-Participating Claims Reserve for payment pursuant to the NAS PI TDP and the Plan. Each such NAS PI Channeled Claim will be entitled to receive from the Class 10(a) Non-Participating Claims Reserve its respective Award consistent with § 5 of the Non-NAS PI TDP; *provided, however*, that if such Allowed NAS PI Channeled Claim does not meet all of the requirements of the NAS PI TDP, then such NAS PI Channeled Claim will only be entitled to receive the lesser of (i) the Allowed liquidated amount fixed by the Bankruptcy Court and (ii) the lowest recovery of Allowed Awards therein. Such amounts (if any) will be paid from the Class 10(a) Release Claims Reserve, and in no event will the PI Trust be responsible for paying Holders of such Allowed NAS PI Channeled Claims out of the PI Trust Non-NAS Fund.

(b) If a Holder of a Deficient NAS PI Channeled Claim satisfies §3(a)-(c) of the NAS PI TDP, elects to have such Claim against the Debtors liquidated in a court other than the Bankruptcy Court in response to an objection to such Claim, and successfully obtains a final judgment against any of the Debtors in such other court, such Claim will be channeled to the Class 10(a) Non-Participating Claims Reserve for payment pursuant to the NAS PI TDP and the Plan. A Holder of such NAS PI Channeled Claim will only be entitled to receive from the Class 10(a) Non-Participating Claims Reserve the lesser of (i) the liquidated amount of the final judgment so ordered by such court and (ii) three (3) times (x) what such Holder would have received under § 5 of the NAS PI TDP, or (y) if such NAS PI Channeled Claim does not meet all of the requirements of the NAS PI TDP, the lowest recovery amount for Allowed Awards therein. Such amounts (if any) will be paid from the Class 10(a) Claims Reserve, and in no event will the PI Trust be responsible for paying Holders of such NAS PI Channeled Claims out of the PI Trust Non-NAS Fund. In no event shall a Person who did not satisfy §3(a) and (b) of the NAS PI TDP receive any distribution under the NAS PI TDP, regardless of whether such Person obtained a judgment in a court other than the Bankruptcy Court.

* * *

The PI Trust and the PI Trust Agreement

The expenses of the PI Trust will be governed by the PI Trust Agreement. The PI Trust Agreement provides that the PI Trustee will have the power to pay liabilities and expenses of the PI Trust (including indemnification obligations) and establish the Creditor Trust Operating Reserve for the PI Trust and such other funds, reserves, and accounts within the PI Trust estate as deemed by the PI Trustee necessary to facilitate carrying out the purposes of the PI Trust. The PI Trust Agreement provides that the amount of the PI Trust Assets available to make settlement payments to Holders of Allowed PI Channeled Claims will be subject to the PI Trust Deductions and Holdbacks, which include the fees and expenses of PI Trust professionals and employees, including those professionals needed to administer the PI TDP and the LRP Agreement, and outside legal, financial, accounting, investment, auditing, forecasting, expert, and other consultants, advisors, and agents. These deductions will also include amounts for the compensation, costs and fees of professionals that have represented and/or are representing (A) the Ad Hoc Group of Individual Victims in connection with the Chapter 11 Cases, and (B) the NAS Committee in connection with the Chapter 11 cases, subject to certain limitations. To the extent such compensation, costs, fees and expenses were incurred prior to the Effective Date and were not paid by the PI Trust, the PI Trustee is authorized to pay or reimburse such fees and expenses from the PI Trust Assets as Trust Expenses. Fees and expenses of the Appeals Special Master will be borne respectively by any Holder of a PI Channeled Claim who appeals the Tier Award ruling of the Claims Administrator regarding such Holder's respective PI Channeled Claim, and such fees and expenses will be deducted from any Holder's respective payment from the PI Trust. Additionally, Holders of PI Channeled Claims who incurred individual legal fees and expenses (including fees and expenses pursuant to retainer agreements) will have such individual legal fees and expenses deducted from their respective payments from the PI Trust.

Edgar C. Gentle III will serve as the PI Trustee.[112] In the event of a vacancy in the PI Trustee position, whether by term expiration, death, retirement, resignation, or removal, or because the PI Trustee is otherwise unable to perform his functions as trustee, the PI Trust Oversight Committee will choose a successor PI Trustee. In the event that the PI Trust Oversight Committee cannot agree on a successor trustee, the PI Trust Oversight Committee will ask the Bankruptcy Court to select the successor trustee.

The PI Trust Agreement provides that the PI Trust Oversight Committee will consist of three (3) members. Two members of the PI Trust Oversight Committee will be named by the Ad Hoc Group of Individual Victims. These two members will select the third member of the PI Trust Oversight Committee. The members of the PI Trust Oversight Committee will be compensated as provided in the Budget (as defined in the PI Trust Agreement). A description of the amounts paid to the PI Trust Oversight Committee members will be included in the annual report to be filed with the Bankruptcy Court.

For all time expended as the PI Trustee, including attending meetings, preparing for such meetings, and working on authorized special projects, the PI Trustee will receive the sum of $350 per hour.

[112] In the event Mr. Gentle becomes unavailable to serve as the PI Trustee, the Ad Hoc Group of Individual Victims will, subject to the Debtors' consent (which consent will not be unreasonably withheld) select a different person to serve as the PI Trustee in accordance with the Plan.

The PI Trust Agreement will provide that the PI Trustee will have the power to appoint such officers and hire such employees and engage such legal, financial, accounting, investment, auditing, forecasting, and other consultants, advisors, and agents as the business of the PI Trust requires, and delegate to such persons such powers and authorities as the fiduciary duties of the PI Trustee permit and as the PI Trustee, in his discretion, deems advisable or necessary in order to carry out the terms of the PI Trust Agreement, the PI TDP, and the LRP Agreement, and pay reasonable compensation to those employees, legal, financial, accounting, investment, auditing, forecasting, and other consultants, advisors, and agents.

The PI Trust Agreement will provide that the PI Trustee will retain a Claims Administrator, which may be the same individual as the PI Trustee. The PI Trust has chosen Edgar C. Gentle III to be the Claims Administrator.

The PI Trust Agreement will provide that neither the PI Trustee nor the Delaware Trustee (as defined in the PI Trust Agreement) will be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

(8) Ratepayers' Fees and Costs

Several Ratepayers filed Proofs of Claim against the Debtors under the theory that the opioid crisis caused increased healthcare costs that were, in turn, passed along to them by their insurance providers in the form of increased health insurance premiums, deductibles, and co-payments. Putative Ratepayer class action lawsuits were filed against the Debtors before the petition date, alleging, without limitation, (i) violations of RICO and state law equivalents, (ii) nuisance, (iii) negligence, (iv) common law fraud, and (v) violations of state consumer protection statutes. Pursuant to the Plan, in the event that the Ratepayer Mediation Participants Stipulation has been entered into on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter, the attorneys' fees of the Ratepayer Mediation Participants shall be paid from Effective Date Cash in an amount not to exceed $1.4 million.

4. Sale of Avrio Health L.P.

In the summer of 2022, the Debtors made the decision to explore strategic alternatives with respect to the Debtors' consumer health business, which was conducted by Avrio Health L.P. The Debtors determined that a sale of substantially all of Avrio's assets would maximize the value of these significant non-core, non-opioid assets and make additional cash available in the Debtors' estates for distribution under a plan of reorganization. Following an extensive marketing and negotiation process, on April 4, 2023, Debtor Avrio, Atlantis Consumer Healthcare Inc. ("**Atlantis**"), and Arcadia Consumer Healthcare, Inc., as guarantor of Atlantis's obligations, executed an asset purchase agreement (the "**Avrio APA**") in contemplation of a sale of substantially all of Avrio's assets to Atlantis. On May 30, 2023, the Bankruptcy Court entered the *Order (I) Approving Sale of Debtors' Avrio Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (II) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases and (III) Granting Related Relief* [D.I. 5644]. The sale of Avrio's assets closed on June 1, 2023.

ARTICLE IV

SUMMARY OF THE PLAN

The Debtors believe that the Plan provides the best and most prompt possible recovery to holders of Claims. The Debtors believe that (a) through the Plan, holders of Allowed Claims will obtain a recovery from the Debtors' estates equal to or greater than the recovery that they would receive if the Debtors' assets were liquidated under chapter 7 of the Bankruptcy Code and (b) consummation of the Plan will maximize the recovery of the holders of Allowed Claims.

The consummation of a plan is the principal objective of a chapter 11 case. A plan sets forth the means for satisfying Claims against, and interests in, a debtor. Confirmation of a plan makes the plan binding upon the debtor and any creditor of, or equity holder in, the debtor, whether or not such creditor or equity holder (a) is impaired under or has accepted the plan or (b) receives or retains any property under the plan. Subject to certain limited exceptions and other than as provided in the plan itself or the confirmation order, a confirmation order discharges the debtor from any debt that arose prior to the effective date of the plan and substitutes therefor the obligations specified under the confirmed plan.

A chapter 11 plan may specify that the legal, contractual, and equitable rights of the holders of Claims or Interests in certain classes are to remain unaltered by the reorganization effectuated by the plan. Such classes are referred to as "unimpaired" and, because of such favorable treatment, are deemed to accept the plan. Accordingly, a debtor need not solicit votes from the holders of Claims or Interests in such classes. A chapter 11 plan may also specify that certain classes will not receive any distribution of property or retain any Claim against a debtor. Such classes are deemed not to accept the plan and, therefore, need not be solicited to vote to accept or reject the plan. Any classes that are receiving a distribution of property under the plan but are not unimpaired will be solicited to vote to accept or reject the plan.

Prior to soliciting acceptances of the proposed plan, section 1125 of the Bankruptcy Code requires a debtor to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding the plan. To satisfy the requirements of section 1125 of the Bankruptcy Code, the Debtors are submitting this Disclosure Statement to holders of Claims against the Debtors who are entitled to vote to accept or reject the Plan.

THE REMAINDER OF THIS SECTION PROVIDES A SUMMARY OF THE STRUCTURE AND MEANS FOR IMPLEMENTATION OF THE PLAN AND THE CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN. THIS SECTION IS QUALIFIED IN ITS ENTIRETY BY AND IS SUBJECT TO THE PLAN AS WELL AS THE EXHIBITS THERETO AND DEFINITIONS THEREIN.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT INCLUDE SUMMARIES OF THE PROVISIONS CONTAINED IN THE PLAN AND IN DOCUMENTS REFERRED TO THEREIN. THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT DO NOT PURPORT TO BE PRECISE OR COMPLETE STATEMENTS OF ALL THE TERMS AND PROVISIONS OF THE PLAN OR DOCUMENTS REFERRED TO

THEREIN. REFERENCE IS MADE TO THE PLAN AND TO SUCH DOCUMENTS FOR THE FULL AND COMPLETE STATEMENTS OF SUCH TERMS AND PROVISIONS OF THE PLAN OR DOCUMENTS REFERRED TO THEREIN.

THE PLAN ITSELF AND THE DOCUMENTS REFERRED TO THEREIN CONTROL THE ACTUAL TREATMENT OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS UNDER THE PLAN. UPON OCCURRENCE OF THE EFFECTIVE DATE, THE PLAN AND ALL SUCH DOCUMENTS WILL BE BINDING UPON ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS AND THEIR ESTATES AND ALL OTHER PARTIES IN INTEREST. IN THE EVENT OF ANY CONFLICT BETWEEN THIS DISCLOSURE STATEMENT, ON THE ONE HAND, AND THE PLAN OR ANY OTHER OPERATIVE DOCUMENT, ON THE OTHER HAND, THE TERMS OF THE PLAN AND SUCH OTHER OPERATIVE DOCUMENT SHALL CONTROL.

STATEMENTS AS TO THE RATIONALE UNDERLYING THE TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN ARE NOT INTENDED TO, AND SHALL NOT, WAIVE, COMPROMISE, OR LIMIT ANY RIGHTS, CLAIMS, OR CAUSES OF ACTION IN THE EVENT THE PLAN IS NOT CONFIRMED.

The Debtors will file with the Court before the Voting Deadline (as defined in the Solicitation Procedures Order) the supplement or supplements to the Plan (the "**Plan Supplement**") containing certain documents relevant to the implementation of the Plan, which shall include the MDT Documents, the NewCo Transfer Agreement, the NewCo Operating Agreement, the Foundation Bylaws, the Governmental Remediation Trust Documents, the PAT Agreement, the PI Trust Documents (including the LRP Agreement), the Healthcare Provider Trust Documents, the ERP Trust Documents, the TPP Trust Documents, Public School Trust Documents, the Tribe Trust Documents, the identity of the MDT Trustees, the identity of the MDT Advisory Council Representatives, the identity of the NewCo Managers, the identity of the Foundation Trustees, the identity of the Plan Administration Trustee and PPLP Liquidator, the identity of the Creditor Trustees, identity of the Governmental Remediation Trust Trustees, the Schedule of Rejected Contracts, the Schedule of Retained Causes of Action, the Schedule of Excluded Parties, each Shareholder Settlement Agreement (and any exhibits, amendments or modifications thereto), and the Restructuring Steps Memorandum. Notice of filing of the Plan Supplement will be served in accordance with the Solicitation Procedures Order. Once filed, the Plan Supplement (and, at any time, the Disclosure Statement, including the Plan and the other exhibits thereto, Disclosure Statement Order, and all other materials in the Solicitation Package, except Ballots) may be obtained at no charge from the Solicitation Agent by (a) calling the Debtors' restructuring hotline at (844) 217-0912 (toll-free) or (347) 859-8093 (international); (b) visiting the Debtors' restructuring website at https://restructuring.ra.kroll.com/purduepharma; (c) writing to Purdue Pharma Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232; and or (d) emailing purduepharmaballots@kroll.com. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at http://www.nysb.uscourts.gov.

A. Administrative Expense Claims, Professional Fee Claims, Priority Tax Claims and DOJ Forfeiture Judgment Claim

1. Administrative Claims

(i) **Generally**. Except as provided for in the Plan or in any order of the Bankruptcy Court, and subject to section 503(b)(1)(D) of the Bankruptcy Code, Holders of Administrative Claims (other than Professional Fee Claims and the DOJ Forfeiture Judgment Claim) must file and serve on the Debtors requests for the payment of such Administrative Claims not already Allowed by a Final Order. Any Holder of an Administrative Claim that is required to, but does not, file and serve a request for payment of such Administrative Claim pursuant to the procedures specified in the Confirmation Order shall be forever barred, estopped and enjoined from asserting such Claims against the Debtors, the Liquidating Debtors, the Transferred Debtors, the Plan Administration Trust or their respective Assets or properties, and such Claims shall be deemed discharged as of the Effective Date. An Administrative Claim, with respect to which a request for payment has been properly and timely filed pursuant to Section 2.1(a) of the Plan, shall become an Allowed Administrative Claim if no objection to such request is filed by the Debtors or the Plan Administration Trustee with the Bankruptcy Court on or before the date that is one hundred twenty (120) days after the Effective Date, or such later date as may be fixed by the Bankruptcy Court. If an objection is timely filed, such Administrative Claim shall become an Allowed Administrative Claim only to the extent Allowed by Final Order or such Claim is settled, compromised or otherwise resolved pursuant to Section 7.6 of the Plan. Except to the extent a Holder of an Allowed Administrative Claim and the Debtor against which such Claim is asserted agree to different treatment, each Holder of an Allowed Administrative Claim (other than a Professional Fee Claim or the DOJ Forfeiture Judgment Claim) shall receive, on account of such Allowed Claim, Cash in an amount equal to the Allowed amount of such Claim from the Priority Claims Reserve within thirty (30) days following the later to occur of (i) the Effective Date and (ii) the date on which such Administrative Claim shall become an Allowed Claim; provided that any Administrative Claim that is an Assumed Liability shall be paid by NewCo in the ordinary course of business.

(ii) **Professional Fee Claims**. All Professional Persons seeking awards by the Bankruptcy Court for compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under (x) section 327, 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), 503(b)(5) or 1103 of the Bankruptcy Code, (y) with respect to the Ad Hoc Committee, the AHC Reimbursement Agreement Assumption Order, or (z) with respect to the MSGE Group, the MSGE Group Reimbursement Order, shall (i) file, on or before the date that is forty-five (45) days after the Effective Date, or as soon as reasonably practicable thereafter, their respective applications for

final allowances of compensation for services rendered and reimbursement of expenses incurred and (ii) be paid in full in Cash, (A) first, from any existing amounts held by a Professional Person as a fee advance, retainer, or security that such Professional Person is authorized to use to satisfy Allowed Professional Fee Claims pursuant to the Interim Compensation Order or the order of the Bankruptcy Court authorizing the retention of such Professional Person (other than a reasonable retainer to cover post-Effective Date work), and (B) second, from the Professional Fee Escrow Account, in such aggregate amounts as are Allowed by the Bankruptcy Court or authorized to be paid in accordance with the order(s) relating to or allowing any such Professional Fee Claim. On or prior to the Effective Date, the Debtors shall establish the Professional Fee Escrow Account and, on the Effective Date, fund the Professional Fee Escrow Account with Cash such that the total amount held in the Professional Fee Escrow Account is equal to the sum of each Professional Person's good-faith estimates of its Professional Fee Claims. The procedures for filing objections to Professional Persons' applications for final allowance of compensation for services rendered and expenses incurred shall be set forth in the Confirmation Order.

2. Priority Tax Claims

Except to the extent a Holder of an Allowed Priority Tax Claim and the Debtor against which such Claim is asserted agree to different treatment, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Priority Tax Claim shall receive, on account of such Allowed Priority Tax Claim, either Cash in an amount equal to the Allowed amount of such Claim from the Priority Claims Reserve or such other treatment as may satisfy section 1129(a)(9) of the Bankruptcy Code.

3. DOJ Forfeiture Judgment Claim

(i) **Allowance**. Pursuant to the Plea Agreement and the DOJ 9019 Order, the DOJ Forfeiture Judgment Claim shall be Allowed in the amount of $2.0 billion on the later of (i) the DOJ Conviction Judgment Date and (ii) the entry by the Bankruptcy Court of the Confirmation Order.

(ii) **Treatment**. In full and final satisfaction, settlement, release and discharge of the DOJ Forfeiture Judgment Claim, the Debtors shall make the DOJ Forfeiture Payment within three (3) Business Days following the DOJ Conviction Judgment Date, which DOJ Forfeiture Payment, in combination with the DOJ Forfeiture Judgment Credit, shall satisfy and discharge the DOJ Forfeiture Judgment Claim in full.

B. Classification of Claims and Interests

1. Classification in General

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation and Distributions under the Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest is classified in a particular Class for the purpose of receiving Distributions pursuant to the Plan only to the extent such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent any portion of the Claim or Interest qualifies within the description of such other Classes; provided that, to the extent any Claim satisfies the definition of a Shareholder Claim, a Co-Defendant Claim or an Other Subordinated Claim, such Claim shall be classified as such, notwithstanding that such Claim may satisfy the definition of another type of Claim. A Claim or Interest is also classified in a particular Class for the purpose of receiving Distributions hereunder only to the extent such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released or otherwise settled prior to the Effective Date. In no event shall any Holder of an Allowed Claim be entitled to receive payments under the Plan that, in the aggregate, exceed the Allowed amount of such Holder's Claim.

2. Summary of Classification of Claims and Interests

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are (a) Impaired or Unimpaired under the Plan, (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code or presumed to accept or deemed to reject the Plan:

Class	Type of Claim or Interest	Impairment	Entitled to Vote
Class 1	Secured Claims	Unimpaired	No (Presumed to Accept)
Class 2	Other Priority Claims	Unimpaired	No (Presumed to Accept)
Class 3	Federal Government Unsecured Claims	Impaired	Yes
Class 4	Non-Federal Domestic Governmental Claims	Impaired	Yes
Class 5	Tribe Claims	Impaired	Yes
Class 6	Public School Claims	Impaired	Yes
Class 7	Healthcare Provider Claims	Impaired	Yes
Class 8	Third-Party Payor Claims	Impaired	Yes
Class 9	ER Physician Claims	Impaired	Yes

Class 10(a)	NAS PI Claims	Impaired	Yes
Class 10(b)	Non-NAS PI Claims	Impaired	Yes
Class 11(a)	Avrio General Unsecured Claims	Unimpaired	No (Presumed to Accept)
Class 11(b)	Adlon General Unsecured Claims	Unimpaired	No (Presumed to Accept)
Class 11(c)	Other General Unsecured Claims	Impaired	Yes
Class 12	Intercompany Claims	Unimpaired or Impaired	No (Presumed to Accept or Deemed to Reject)
Class 13	Shareholder Claims	Impaired	No (Deemed to Reject)
Class 14	Co-Defendant Claims	Impaired	No (Deemed to Reject)
Class 15	Other Subordinated Claims	Impaired	No (Deemed to Reject)
Class 16	PPLP Interests	Impaired	No (Deemed to Reject)
Class 17	PPI Interests	Impaired	No (Deemed to Reject)
Class 18	Intercompany Interests	Unimpaired or Impaired	No (Presumed to Accept or Deemed to Reject)

3. Voting Classes; Presumed Acceptance by Non-Voting Classes

With respect to each Debtor, if a Class contains Claims eligible to vote and no Holder of Claims eligible to vote in such Class votes to accept or reject the Plan by the Voting Deadline, the Plan shall be presumed accepted by the Holders of Claims in such Class.

4. Voting; Presumptions; Solicitation

(i) **Acceptance by Certain Impaired Classes.** Only Holders of Claims in Classes 3, 4, 5, 6, 7, 8, 9, 10(a), 10(b) and 11(c) are entitled to vote to accept or reject the Plan. An Impaired Class of Claims shall have accepted the Plan if (i) the Holders, including Holders acting through a Voting Representative, of at least two-thirds (2/3) in amount of Claims actually voting in such Class have voted to accept the Plan and (ii) the Holders, including Holders acting through a Voting Representative, of more than one-half (1/2) in number of Claims actually voting in such Class have voted to accept the Plan. Holders of Claims in Classes 3, 4, 5, 6, 7, 8, 9, 10(a), 10(b) and 11(c) (or, if applicable, the Voting Representatives of such Holders) shall receive ballots containing detailed voting instructions. For the avoidance of doubt,

pursuant to and except as otherwise provided in the Solicitation Procedures Order, each Claim in Classes 4, 5, 6, 7, 8, 9, 10(a) and 10(b) shall be accorded one (1) vote and valued at one dollar ($1.00) for voting purposes only, and not for purposes of Allowance or distribution, such that each of Classes 4, 5, 6, 7, 8, 9, 10(a) and 10(b) shall be deemed to have accepted the Plan if the Holders, including Holders acting through a Voting Representative, of at least two-third (2/3) in number of Claims actually voting in such Class have voted to accept the Plan.

(ii) **Deemed Acceptance by Unimpaired Classes.** Holders of Claims in Classes 1, 2, 11(a) and 11(b) are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, such Holders are not entitled to vote to accept or reject the Plan.

(iii) **Deemed Rejection by Certain Impaired Classes.** Holders of Claims and Interests in Classes 13, 14, 15, 16, and 17 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such Holders are not entitled to vote to accept or reject the Plan.

(iv) **Deemed Acceptance or Rejection by Certain Classes.** Holders of Interests in Classes 12 and 18 are either conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such Holders are not entitled to vote to accept or reject the Plan.

(v) **Individual Creditor Voting Rights.** Notwithstanding anything to the contrary in the Plan, the voting rights of Holders of Claims in any Class shall be governed in all respects by the Solicitation Procedures Order, including without limitation with respect to the amount of such Claims for voting purposes.

5. Cramdown

If any Class of Claims is deemed to reject the Plan or is entitled to vote on the Plan and does not vote to accept the Plan, the Debtors may (a) seek confirmation of the Plan under section 1129(b) of the Bankruptcy Code and/or (b) amend or modify the Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claim or Interest, or any Class of Claims or Interests, is Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

6. No Waiver

Nothing contained in the Plan shall be construed to waive a Debtor's or other Person's right to object on any basis to any Claim.

C. Treatment of Claims and Interests

1. Secured Claims (Class 1)

(i) Treatment: Except to the extent a Holder of an Allowed Secured Claim and the Debtor against which such Claim is asserted agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Secured Claim shall receive, on account of such Allowed Claim, (i) payment in full in Cash from the Priority Claims Reserve in accordance with section 506(a) of the Bankruptcy Code, (ii) Reinstatement of such Allowed Claim pursuant to section 1124 of the Bankruptcy Code or (iii) such other treatment as may be necessary to render such Claim Unimpaired.

(ii) Impairment and Voting: Secured Claims are Unimpaired. Holders of Secured Claims are conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Secured Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Secured Claims.

2. Other Priority Claims (Class 2)

(i) Treatment: Except to the extent a Holder of an Allowed Other Priority Claim and the Debtor against which such Claim is asserted agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Other Priority Claim shall receive, on account of such Allowed Claim, (i) payment in full in Cash from the Priority Claims Reserve or (ii) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

(ii) Impairment and Voting: Other Priority Claims are Unimpaired. Holders of Other Priority Claims are conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Other Priority Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Other Priority Claims.

3. Federal Government Unsecured Claims (Class 3)

(i) Allowance of the DOJ Civil Claim and DOJ Criminal Fine Claim: Pursuant to the DOJ 9019 Order, the DOJ Civil Claim is Allowed in the amount of $2.8 billion. The DOJ Criminal Fine Claim shall be Allowed in the amount of $3.544 billion on the later of (i) the DOJ Conviction Judgment Date and (ii) the entry by the Bankruptcy Court of the Confirmation Order.

(ii) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Allowed Federal Government Unsecured Claims, the United States shall receive (i) the Initial Federal Government Distribution

and (ii) the MDT Federal Government Claim. The MDT Federal Government Claim shall be payable by the Master Disbursement Trust in the following installments: (x) $10 million on the second Scheduled MDT Distribution Date, (y) $10 million on the third Scheduled MDT Distribution Date and (z) $5 million on the fourth Scheduled MDT Distribution Date. The Initial Federal Government Distribution and the amounts paid to the United States on account of the MDT Federal Government Claim shall be deemed applied 60% to the DOJ Unsecured Claims and 40% to the Other Federal Agency Claims.

(iii) Impairment and Voting: The Federal Government Unsecured Claims are Impaired. Holders of Federal Government Unsecured Claims are entitled to vote to accept or reject the Plan.

4. Non-Federal Domestic Governmental Claims (Class 4)

(i) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of Non-Federal Domestic Governmental Claims, the Governmental Remediation Trust shall receive (i) the Initial Governmental Remediation Trust Distribution, (ii) the MDT Governmental Remediation Trust Interest and (iii) the right to receive 96.7% of the Governmental NewCo Distributable Cash pursuant to Section 5.4(e) of the Plan.

(ii) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Non-Federal Domestic Governmental Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the Governmental Remediation Trust and shall be exclusively satisfied by payments from the Governmental Remediation Trust. Each Non-Federal Domestic Governmental Channeled Claim shall be asserted exclusively against the Governmental Remediation Trust and resolved solely in accordance with the terms, provisions and procedures of the Governmental Remediation Trust Agreement. The sole recourse of any Person on account of any Non-Federal Domestic Governmental Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the Governmental Remediation Trust as and to the extent provided in the Governmental Remediation Trust Agreement. Subject to Section 10.8(c) of the Plan, Holders of Non-Federal Domestic Governmental Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Non-Federal Domestic

Governmental Channeled Claims exclusively against the Governmental Remediation Trust.

(iii) Impairment and Voting: Non-Federal Domestic Governmental Claims are Impaired. Holders of Non-Federal Domestic Governmental Claims are entitled to vote to accept or reject the Plan.

5. Tribe Claims (Class 5)

(i) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of Tribe Claims, the Tribe Trust shall receive (i) the Initial Tribe Trust Distribution, (ii) the MDT Tribe Interest and (iii) the right to receive 3.3% of the Governmental NewCo Distributable Cash pursuant to Section 5.4(e) of the Plan.

(ii) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Tribe Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the Tribe Trust and shall be exclusively satisfied by payments from the Tribe Trust. Each Tribe Channeled Claim shall be asserted exclusively against the Tribe Trust and resolved solely in accordance with the terms, provisions and procedures of the Tribe TDP. The sole recourse of any Person on account of any Tribe Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the Tribe Trust as and to the extent provided in the Tribe TDP. Subject to Section 10.8(c) of the Plan, Holders of Tribe Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Tribe Channeled Claims exclusively against the Tribe Trust, solely as and to the extent provided in the Tribe TDP.

(iii) Impairment and Voting: Tribe Claims are Impaired. Holders of Tribe Claims are entitled to vote to accept or reject the Plan.

6. Public School Claims (Class 6)

(i) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of Public School Claims, the Public School Trust shall receive (i) the Initial Public Schools Distribution (less any required payments to the Common Benefit Fund and/or in respect of attorneys' fees and expenses of the Public School District Claimants in accordance with Section 5.9(d) and (i) of the Plan) and

(ii) the MDT Public School Districts Claim; *provided* that if, as of the Effective Date, the Public School District Shareholder Direct Settlement has not been consummated, the Shareholder Direct Settlement Portion of the Initial Public Schools Distribution will be deposited into a third-party interest bearing escrow in accordance with the Master Shareholder Settlement Agreement on the Effective Date and distributed in accordance with Section 5.2(e)(i) of the Plan.

(ii) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Public School Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the Public School Trust and shall be exclusively satisfied by payments from the Public School Trust. Each Public School Channeled Claim shall be asserted exclusively against the Public School Trust and resolved solely in accordance with the terms, provisions and procedures of the Public School TDP. The sole recourse of any Person on account of any Public School Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the Public School Trust as and to the extent provided in the Public School TDP. Subject to Section 10.8(c) of the Plan, Holders of Public School Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Public School Channeled Claims exclusively against the Public School Trust, solely as and to the extent provided in the Public School TDP.

(iii) Impairment and Voting: Public School Claims are Impaired. Holders of Public School Claims are entitled to vote to accept or reject the Plan.

7. Healthcare Provider Claims (Class 7)

(i) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of Healthcare Provider Claims, the Healthcare Provider Trust shall receive (i) the Initial Healthcare Provider Trust Distribution and (ii) the MDT Healthcare Provider Claim; *provided* that if, as of the Effective Date, the Hospital Shareholder Direct Settlement has not been consummated, the Shareholder Direct Settlement Portion of the Initial Healthcare Provider Trust Distribution will be deposited into a third-party interest bearing escrow in accordance with the Master Shareholder Settlement Agreement on the Effective Date and distributed in accordance with Section 5.2(e)(i) of the Plan.

(ii) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Healthcare Provider Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the Healthcare Provider Trust and shall be exclusively satisfied by payments from the Healthcare Provider Trust. Each Healthcare Provider Channeled Claim shall be asserted exclusively against the Healthcare Provider Trust and resolved solely in accordance with the terms, provisions and procedures of the Healthcare Provider TDP. The sole recourse of any Person on account of any Healthcare Provider Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the Healthcare Provider Trust as and to the extent provided in the Healthcare Provider TDP. Subject to Section 10.8(c) of the Plan, Holders of Healthcare Provider Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Healthcare Provider Channeled Claims exclusively against the Healthcare Provider Trust, solely as and to the extent provided in the Healthcare Provider TDP.

(iii) Impairment and Voting: Healthcare Provider Claims are Impaired. Healthcare Provider of Healthcare Provider Claims are entitled to vote to accept or reject the Plan.

8. Third-Party Payor Claims (Class 8)

(i) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of Third-Party Payor Claims, the TPP Trust shall receive (i) the Initial TPP Trust Distribution and (ii) the MDT TPP Claim. For the avoidance of doubt, any payments from the TPP LRP Escrow Account to which LRP Participating TPPs may be entitled under the LRP Agreement shall not be subject to Section 4.8 of the Plan.

(ii) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Third-Party Payor Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the TPP Trust and shall be exclusively satisfied by payments from the TPP Trust. Each Third-Party Payor Channeled Claim shall be asserted exclusively against the TPP Trust and resolved solely in accordance with the terms, provisions and procedures of the TPP TDP. The sole recourse of any Person on account of any Third-Party Payor Channeled Claim, whether or not the Holder thereof

participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the TPP Trust as and to the extent provided in the TPP TDP. Subject to Section 10.8(c) of the Plan, Holders of Third-Party Payor Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Third-Party Payor Channeled Claims exclusively against the TPP Trust, solely as and to the extent provided in the TPP TDP.

(iii) Impairment and Voting: Third-Party Payor Claims are Impaired. Holders of Third-Party Payor Claims are entitled to vote to accept or reject the Plan.

9. ER Physician Claims (Class 9)

(i) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of ER Physician Claims, the ERP Trust shall receive (i) the Initial ERP Trust Distribution and (ii) the MDT ERP Claim; *provided* that if, as of the Effective Date, the ER Physician Shareholder Direct Settlement has not been consummated, the Initial ERP Trust Distribution will be deposited into a third-party interest bearing escrow in accordance with the Master Shareholder Settlement Agreement on the Effective Date and distributed in accordance with Section 5.2(e)(i) of the Plan.

(ii) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all ER Physician Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the ERP Trust and shall be exclusively satisfied by payments from the ERP Trust. Each ER Physician Channeled Claim shall be asserted exclusively against the ERP Trust and resolved solely in accordance with the terms, provisions and procedures of the ERP TDP. The sole recourse of any Person on account of any ER Physician Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the ERP Trust as and to the extent provided in the ERP TDP. Subject to Section 10.8(c) of the Plan, Holders of ER Physician Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any ER Physician Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any ER Physician Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue ER Physician Channeled Claims exclusively against the ERP Trust, solely as and to the extent provided in the ERP TDP.

(iii) Impairment and Voting: ER Physician Claims are Impaired. Holders of ER Physician Claims are entitled to vote to accept or reject the Plan.

10. PI Claims (Classes 10(a) and 10(b))

(i) PI Trust: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of PI Claims, the PI Trust shall receive, subject to Section 5.2(i) of the Plan, (i) the Initial PI Trust Distribution and (ii) the MDT PI Claim.

(ii) NAS PI Claims (Class 10(a))

(1) **Treatment**: The PI Trust shall deposit the NAS PI Portion into the PI Trust NAS Fund in periodic installments as funds are received by the PI Trust. Distributions in respect of NAS PI Channeled Claims shall be exclusively in the form of Distributions from the PI Trust NAS Fund or a Sub-Qualified Settlement Fund to Holders of Allowed NAS PI Channeled Claims, in accordance with the NAS PI TDP, and shall be subject to the PI Trust Deductions and Holdbacks.

(2) **Channeling**: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all NAS PI Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the PI Trust and shall be exclusively satisfied by payments from the PI Trust. Each NAS PI Channeled Claim shall be asserted exclusively against the PI Trust and resolved solely in accordance with the terms, provisions and procedures of the NAS PI TDP. The sole recourse of any Person on account of any NAS PI Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the PI Trust NAS Fund as and to the extent provided in the NAS PI TDP. Subject to Section 10.8(c) of the Plan, Holders of NAS PI Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue NAS PI Channeled Claims exclusively against the PI Trust, solely as and to the extent provided in the NAS PI TDP.

(3) **Impairment and Voting**: NAS PI Claims are Impaired. Holders of NAS PI Claims are entitled to vote to accept or reject the Plan.

(iii) Non-NAS PI Claims (Class 10(b))

(1) **Treatment**: The PI Trust shall deposit the Non-NAS PI Portion into the PI Trust Non-NAS Fund in periodic installments as funds are received by the PI Trust. Distributions in respect of Non-NAS PI Channeled Claims shall be exclusively in the form of Distributions from the PI Trust Non-NAS Fund or Sub-Qualified Settlement Fund to Holders of Allowed Non-NAS PI Channeled Claims, in accordance with the Non-NAS PI TDP, and shall be subject to the PI Trust Deductions and Holdbacks.

(2) **Channeling**: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Non-NAS PI Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the PI Trust and shall be exclusively satisfied by payments from the PI Trust. Each Non-NAS PI Channeled Claim shall be asserted exclusively against the PI Trust and resolved solely in accordance with the terms, provisions and procedures of the Non-NAS PI TDP. The sole recourse of any Person on account of any Non-NAS PI Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the PI Trust Non-NAS Fund as and to the extent provided in the Non-NAS PI TDP. Subject to Section 10.8(c) of the Plan, Holders of Non-NAS PI Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Non-NAS PI Channeled Claims exclusively against the PI Trust, solely as and to the extent provided in the Non-NAS PI TDP.

(3) **Impairment and Voting**: Non-NAS PI Claims are Impaired. Holders of Non-NAS PI Claims are entitled to vote to accept or reject the Plan.

(iv) Canadian Patient Settlement: Pursuant to the Canadian Patient Claim Settlement Stipulation, (i) no Holder of a Settled Canadian Patient Claim that filed a Proof of Claim shall receive a recovery in respect of such Settled Canadian Patient Claim from any source other than the Patient Settlement Payment (as defined in the Canadian Patient Claim Settlement Stipulation) made from the Canadian Patient Settlement Trust and (ii) in order to receive a recovery in respect of any other Claim for which a Proof of Claim was filed by a Holder of a Settled Canadian Patient Claim, such Holder shall have the burden of proving that such Proof of Claim is not in respect of a Settled Canadian Patient Claim that was released and discharged pursuant to the Canadian Patient Claim Settlement Stipulation and such Holder has

not received any recovery from the Canadian Patient Settlement Trust on account of such Claim. No Distributions shall be made on account of any Claims that may constitute Settled Canadian Patient Claims unless and until (x) the Saskatchewan Court of Queen's Bench approves the Canadian Patient Settlement Agreement and all funds in the Canadian Patient Settlement Trust have been distributed to Holders of Settled Canadian Patient Claims in accordance with the Canadian Patient Settlement Agreement or (y) the Saskatchewan Court of Queen's Bench denies the Canadian Patient Settlement Agreement. For the avoidance of doubt, nothing in Article X of the Plan shall affect the validity or enforceability of the Canadian Patient Settlement Agreement.

11. Avrio General Unsecured Claims (Class 11(a))

(i) Treatment: Except to the extent a Holder of an Allowed Avrio General Unsecured Claim and Avrio Health L.P. agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Avrio General Unsecured Claim shall receive, on account of such Allowed Claim, including interest, payment in full in Cash.

(ii) Impairment and Voting: Avrio General Unsecured Claims are Unimpaired. Holders of Avrio General Unsecured Claims are conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Avrio General Unsecured Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited.

12. Adlon General Unsecured Claims (Class 11(b))

(i) Treatment: Except to the extent a Holder of an Allowed Adlon General Unsecured Claim and Adlon Therapeutics L.P. agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Adlon General Unsecured Claim shall receive, on account of such Allowed Claim, including interest, payment in full in Cash.

(ii) Impairment and Voting: Adlon General Unsecured Claims are Unimpaired. Holders of Adlon General Unsecured Claims are conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Adlon General Unsecured Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited.

13. Other General Unsecured Claims (Class 11(c))

(i) Treatment: All Other General Unsecured Claims are Disputed. Except to the extent a Holder of an Allowed Other General Unsecured Claim and the Debtor against which such Claim is asserted agree to different treatment, after the Effective Date upon the Allowance of such Claim in accordance

with Article VII of the Plan, each Holder of an Allowed Other General Unsecured Claim shall receive, on account of such Allowed Claim, such Holder's *Pro Rata* Share of the Other General Unsecured Claim Cash, up to payment in full of such Allowed Claim.

(ii) Impairment and Voting: Other General Unsecured Claims are Impaired. Holders of Other General Unsecured Claims are entitled to vote to accept or reject the Plan.

14. Intercompany Claims (Class 12)

(i) Treatment: Except as otherwise provided in the NewCo Transfer Agreement or the Restructuring Steps Memorandum, on or after the Effective Date, Intercompany Claims shall be (x) in the case of Intercompany Claims held by a Liquidating Debtor against another Liquidating Debtor, at the discretion of the Debtors (or the Plan Administration Trustee, as applicable), (y) in the case of Intercompany Claims held by a Transferred Debtor against another Transferred Debtor, at the discretion of NewCo and (z) otherwise, at the discretion of the Debtors (or the Plan Administration Trustee, as applicable) with the consent (not to be unreasonably withheld, conditioned or delayed) of the Governmental Consent Parties:

(1) Reinstated; or

(2) Compromised and settled or canceled and extinguished with no distribution on account thereof.

(ii) Impairment and Voting: Intercompany Claims are either Unimpaired or Impaired with no distribution on account thereof. Holders of Intercompany Claims are either conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code or deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Intercompany Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Intercompany Claims.

15. Shareholder Claims (Class 13)

(i) Treatment: Holders of Shareholder Claims shall not receive or retain any property on account of such Claims. As of the Effective Date, in accordance with the terms of and except as otherwise expressly provided in the Shareholder Settlements, all Shareholder Claims shall automatically, and without further act, deed or court order, be deemed to have been released without any distribution on account thereof, and such Claims shall be of no further force or effect.

(ii) Impairment and Voting: Shareholder Claims are Impaired. Holders of Shareholder Claims are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Shareholder Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Shareholder Claims.[113]

16. Co-Defendant Claims (Class 14)

(i) Treatment: In full and final satisfaction and release of each Co-Defendant Claim, the Holder thereof shall (i) not receive or retain any property on account of such Co-Defendant Claim and not have any recourse to any Debtor or any Assets of any Debtor, or any Estate or any Assets of any Estate, and (ii) retain its Co-Defendant Defensive Rights, which may be exercised solely in accordance with Section 10.18 of the Plan. As of the Effective Date, Co-Defendant Claims shall be deemed expunged, released and extinguished without further action by or order of the Bankruptcy Court, and shall be of no further force or effect. Notwithstanding the release, satisfaction, expungement and extinguishment of Co-Defendant Claims, a Co-Defendant retains its Co-Defendant Defensive Rights.

(ii) Impairment and Voting: Co-Defendant Claims are Impaired. Holders of Co-Defendant Claims are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Co-Defendant Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Co-Defendant Claims.

17. Other Subordinated Claims (Class 15)

(i) Treatment: Other Subordinated Claims are subordinated pursuant to the Plan and section 509(c) and/or 510 of the Bankruptcy Code and/or other applicable law. Holders of Other Subordinated Claims shall not receive or retain any property under the Plan on account of such Claims. As of the Effective Date, Other Subordinated Claims shall be deemed expunged, released and extinguished without further action by or order of the Bankruptcy Court, and shall be of no further force or effect.

(ii) Impairment and Voting: Other Subordinated Claims are Impaired. Holders of Other Subordinated Claims are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Other Subordinated Claims are not entitled to vote to accept or reject the Plan, and

[113] Although Holders of Shareholder Claims are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code, the Shareholder Payment Parties, in all capacities (including as Holders of Claims), have agreed to support the Plan pursuant to the Master Shareholder Settlement Agreement.

the votes of such Holders will not be solicited with respect to such Other Subordinated Claims.

18. PPLP Interests (Class 16)

(i) Treatment: In accordance with the terms of the Shareholder Settlement Agreements, Holders of PPLP Interests shall relinquish such Interests and shall not receive or retain any property under the Plan on account of such Interests. As of the PPLP Dissolution Date, all PPLP Interests shall be deemed surrendered, canceled and/or redeemed without further action by or order of the Bankruptcy Court, and shall be of no further force or effect.

(ii) Impairment and Voting: PPLP Interests are Impaired. Holders of PPLP Interests are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of PPLP Interests are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such PPLP Interests.

19. PPI Interests (Class 17)

(i) Treatment: In accordance with the terms of the Shareholder Settlement Agreements, Holders of PPI Interests shall relinquish such Interests and shall not receive or retain any property under the Plan on account of such Interests. As of the Effective Date, PPI Interests shall be deemed surrendered, canceled and/or redeemed without further action by or order of the Bankruptcy Court, and shall be of no further force or effect.

(ii) Impairment and Voting: PPI Interests are Impaired. Holders of PPI Interests are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of PPI Interests are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such PPI Interests.

20. Intercompany Interests (Class 18)

(i) Treatment: Except as otherwise provided in the NewCo Transfer Agreement or the Restructuring Steps Memorandum, on the Effective Date, Intercompany Interests shall be:

(1) with respect to Intercompany Interests in any Transferred Debtor held by PPLP, Reinstated and transferred to NewCo (or one of its Subsidiaries) in accordance with the NewCo Transfer Agreement;

(2) with respect to Intercompany Interests in any Transferred Debtor held by another Transferred Debtor, Reinstated or otherwise treated in accordance with the NewCo Transfer Agreement; and

(3) with respect to Intercompany Interests in any Debtor that is not a Transferred Debtor, Reinstated solely for administrative convenience until canceled when such Debtor is dissolved or merged out of existence by the Plan Administration Trustee.

(ii) Impairment and Voting: Intercompany Interests are either Unimpaired or Impaired with no distribution on account thereof. Holders of Intercompany Interests are either conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code or deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Intercompany Interests are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Intercompany Interests.

21. Debtors' Rights with Respect to Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan shall affect the rights of the Debtors with respect to an Unimpaired Claim, including all rights with respect to legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

D. Means for Implementation

1. Restructuring Transactions

On or before the Effective Date or as soon as reasonably practicable thereafter, the Debtors may take all actions consistent with the Plan as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the Restructuring Transactions under and in connection with the Plan, including (i) the execution and delivery of all appropriate agreements or other documents of merger, consolidation, sale, restructuring, conversion, disposition, transfer, dissolution or liquidation containing terms that are consistent with the Plan; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any Asset, property, interest, right, liability, debt or obligation on terms consistent with the Plan; (iii) the filing of appropriate certificates or articles of organization, limited partnership, incorporation, reincorporation, merger, consolidation, conversion or dissolution pursuant to applicable law; (iv) the execution, delivery, filing, recordation and issuance of any other documents, instruments or agreements in connection with the Restructuring Transactions and (v) any transactions described in the Restructuring Steps Memorandum.

2. Plan Settlements

(i) As further described in the Disclosure Statement, the provisions of the Plan (including the provisions contained in Section 5.9 of the Plan and the release and injunctive provisions contained in Article X of the Plan), the Shareholder Settlements and the other Plan Documents constitute a good faith compromise and settlement of Claims and controversies among the Debtors, the Supporting Claimants, the Settling Creditors, the Shareholder Payment Parties, certain other participants in the Mediation and other parties in interest reached in connection with the Mediation and otherwise,

which such compromise and settlement is necessary and integral to the Plan and the Plan Documents and the success of these Chapter 11 Cases. The Debtors, the Supporting Claimants, the Settling Creditors and the Shareholder Payment Parties believe the treatment provided in respect of Claims against and Interests in the Debtors and the treatment of competing Classes of Claims is fair and appropriate only when combined with the distribution scheme, including without limitation all Distributions to be made under the Plan, and the release, injunction and all other provisions contained in the Plan, all of which are material aspects of the Plan and the terms of the Shareholder Settlements. More than 614,000 Proofs of Claim alleging liability arising out of or in connection with Opioid-Related Activities were filed against the Debtors by the General Bar Date. Approximately 10% of the submitted Proofs of Claim allege a specific amount of liability. The aggregate alleged liability associated with these Proofs of Claim is more than $40 trillion (exclusive of one personal injury claim that asserted $100 trillion in alleged liability). Approximately 90% of Claims alleging liability arising out of or in connection with Opioid-Related Activities do not allege a specific amount of liability. The Debtors believe that any reasonable estimate, projection or valuation of their total liability and obligation to pay for Claims asserted against them, if they had the ability to pay those Claims outside of these Chapter 11 Cases, exceeds by many multiples the total value of all assets of their Estates, including but not limited to contributions from third parties and the full face value of all of Purdue's insurance. The Debtors have structured the Plan on the basis of this understanding, and the Confirmation Order shall include a finding consistent with this understanding.

(ii) The Plan, including the explanation set forth in the Disclosure Statement, and the Plan Documents shall be deemed a motion to approve the Plan Settlements, including the Shareholder Settlements, and the good faith full and final comprehensive compromise and settlement of all of the Claims, Interests and controversies described in Section 5.2(a) of the Plan pursuant to Bankruptcy Rule 9019, and entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Plan Settlements under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that the Plan Settlements are fair, equitable, reasonable and in the best interests of the Debtors and their Estates.

(iii) The Plan, the Plan Settlement, the Plan Documents (including the Creditor Trust Documents), the Shareholder Settlements and the Confirmation Order constitute a good faith full and final comprehensive compromise and settlement of all Claims, Interests and controversies described in the Plan based upon the unique circumstances of these Chapter 11 Cases (such as the total distributable value available, the unique facts and circumstances relating to these Debtors and the need for an accelerated resolution without additional avoidable litigation) such that (i) none of the foregoing

documents (including the provisions contained in Section 5.9 of the Plan), nor any materials used in furtherance of Plan confirmation (including, but not limited to, the Disclosure Statement, and any notes related to, and drafts of, such documents and materials), may be offered into evidence, deemed an admission, used as precedent or used by any party or Person in any context whatsoever beyond the purposes of the Plan, in any other litigation or proceeding, except as necessary, and as admissible in such context, to enforce their terms and to evidence the terms of the Plan and the Plan Documents before the Bankruptcy Court or any other court of competent jurisdiction and (ii) any obligation by any party, in furtherance of such compromise and settlement, to not exercise rights that might be otherwise available to such party shall be understood to be an obligation solely in connection with this specific compromise and settlement and to be inapplicable in the absence of such compromise and settlement. The Plan, the Plan Settlement, the Plan Documents and the Confirmation Order will be binding as to the matters and issues described therein, but will not be binding with respect to similar matters or issues that might arise in any other litigation or proceeding in which none of the Debtors or any other Protected Party is a party; provided that such litigation or proceeding is not to enforce or evidence the terms of the Plan, the Plan Settlement, the Plan Documents, the Shareholder Settlements or the Confirmation Order. Any Person's support of, or position or action taken in connection with, the Plan, the Plan Settlement, the Plan Documents, the Shareholder Settlements and the Confirmation Order may differ from such Person's position or testimony in any other litigation or proceeding not in connection with these Chapter 11 Cases. Further, and, as all parties to the Mediation agreed, the Plan Settlement is not intended to serve as an example for, or represent the parties' respective positions or views concerning, any other chapter 11 cases relating to opioids, nor shall it be used as precedent by any Person or party in any other such chapter 11 cases or in any other proceeding, situation or litigation.

(iv) The "allocation" of dollars between the Shareholder Direct Settlement Portion of any Distribution and the Estate Distributions is part of an overall compromise and settlement under Bankruptcy Rule 9019 between the Mediation Parties, including the Debtors, the Creditors' Committee, the Shareholder Payment Parties, and all creditors and creditor groups that are Mediation Parties, and upon confirmation of the Plan will be deemed to be a settlement between the Debtors, the Creditors' Committee, the Supporting Claimants and the Shareholder Payment Parties in which, among other things, the Shareholder Payment Parties are providing up to $6.5 billion in consideration over 15 years.[114] The "allocation" is intended by the

[114] In accordance with Section 2.01(g) of the Master Shareholder Settlement Agreement (and as more fully described therein), A-Side Payment Group 8's $345 million payment obligation shall be prepaid in an amount equal to $225,677,259.42, unless pre-paid on the Effective Date in the amount of $218 million, representing the agreed-upon present value on the Effective Date. If A-Side Payment Group 8 elects to defer payment of up to $35 million on the

Shareholder Payment Parties and the other Mediation Parties to, among other things, facilitate the distribution of proceeds for opioid abatement, victim compensation, and other permitted uses under the Plan, and otherwise. All such parties, including but not limited to the Shareholder Payment Parties, Sackler Parties, the Debtors, the Ad Hoc Committee and the States AG Negotiating Group, including each member of such groups, has agreed that neither the settlement amount nor the "allocation" (including any allocation between the Shareholder Payment Party of payment responsibility) reflects any concession or agreement by any party as to the strength, validity, merits, collectability, amount, or otherwise of the Shareholder Released Estate Claims or of the Shareholder Released Direct Claims or any defenses to the Shareholder Released Estate Claims or the Shareholder Released Direct Claims, and if for whatever reason the agreement in principle is not consummated, neither the settlement amount nor the "allocation" shall be cited or used by the Debtors, the Creditors' Committee, the Supporting Claimants or the Shareholder Payment Parties (or the Released Parties) – or any party to the Shareholder Settlements or any other Mediation Party – for any purpose whatsoever in any pleading or proceeding wherever or whenever. Further, no party to the compromise and settlement will be bound by the Plan or the agreement set forth in this provision (other than as set forth in Section 5.2(d) of the Plan) with regard to what it may state in a pleading, court hearing, proceeding, or otherwise about the strength, validity, merits, collectability, amount, or otherwise of the Shareholder Released Estate Claims or of the Shareholder Released Direct Claims, or any defenses thereto, including, without limitation, in any pleading filed in connection with the Shareholder Settlements and the Plan. This paragraph shall be binding forever upon all parties from the earlier of (i) the time that this agreement in principle is reached and (ii) the time that Section 5.2(d) of the Plan is made publicly available (on the Bankruptcy Court docket or otherwise), regardless of whether a settlement including that represented in the Plan is consummated, and shall be specifically enforceable by the Bankruptcy Court (with no cap on damages that may be awarded).[115] Section 5.2(d) of the Plan is non-severable from the overall compromise and settlement, and is an integral part of the Plan. Section 5.2(d) of the Plan is specifically subject to Federal Rule of Evidence 408 and analogous state provisions barring the use of settlement offers and communications to prove the validity or amount of disputed claim.[116]

Effective Date, A-Side Payment Group 8 shall pay the MDT up to $17.5 million due on each of the fifth and sixth payment dates plus 4.5% interest (i.e. which would aggregate to $225,677,259.42), and the other A-Side Payment Groups' shall pay up to $35 million on the Effective Date and their payment obligations on the fifth and sixth payment dates shall be reciprocally reduced.

[115] This sentence shall not apply to the States.

[116] While all parties understand that the Plan is not enforceable until confirmation, all Mediation Parties have agreed to be bound by this provision as of March 18, 2025.

(v) **Private Entity Settlements.**

(1) On the Effective Date, the Private Creditor Trusts shall receive their respective Initial Private Creditor Trust Distributions and their respective MDT Private Claims; *provided* that with respect to Private Creditor Trusts that are the subject of Opt-Out Class Action Settlements, if, as of the Effective Date, the applicable Opt-Out Class Action Settlement has not been consummated, the Shareholder Direct Settlement Portion of the Initial Private Creditor Trust Distribution (exclusive of amounts that would constitute Direct Claim Settlement Retained Payment Amounts under the applicable Opt-Out Class Action Settlement, to the extent known) for such Private Creditor Trust shall be placed by the Shareholder Payment Parties into a third-party interest bearing escrow in accordance with the Master Shareholder Settlement Agreement (the "**Class Action Escrow Accounts**"). If any such Opt-Out Class Action Settlement is consummated on or prior to tenth (10^{th}) Business Day immediately preceding the second (2nd) SSA Payment Date, then all amounts due to the members of the relevant Class under such Opt-Out Class Action Settlement, amounts held in the applicable Class Action Escrow Account shall be distributed to the corresponding Private Creditor Trust, other than the applicable Direct Claim Settlement Retained Payment Amounts, if any, which shall be released to, or at the direction of, the Shareholder Payment Parties. If any Opt-Out Class Action Settlement is not consummated by the tenth (10^{th}) Business Day immediately preceding the second (2nd) SSA Payment Date, amounts held in the applicable Class Action Escrow Account shall be promptly released to, or at the direction of, the Shareholder Payment Parties. If such Opt-Out Class Action Settlement is consummated after such release from the Class Action Escrow Account to, or at the direction of, the Shareholder Payment Parties, each Shareholder Payment Party shall pay to the applicable Private Creditor Trust such amounts due and payable by it within ten (10) Business Days of delivery to the Sackler Parties' Representative of notice of such Opt-Out Class Action Settlement having been consummated, pending final payment from the Shareholder Released Parties.

(2) **U.S. Federal Income Tax Matters Relating to the Class Action Escrow Accounts.** Each of the Class Action Escrow Accounts are intended to be treated and shall be reported as a separate qualified settlement fund within the meaning of Treasury Regulations section 1.468B-1 for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes. The Master Shareholder Settlement Agreement provides that the applicable Shareholder Payment Party shall timely elect pursuant to Treasury Regulations Section 1.468B-1(k) (and any applicable state and local

income tax purposes), to treat each of the Class Action Escrow Accounts as a "grantor trust," all of which is owned, for federal and applicable state and local income tax purposes only, by such Shareholder Payment Party, and that such Shareholder Payment Party shall maintain such election and shall not revoke such election without the prior written consent of the Master Disbursement Trust.

The following assumes that the Class Action Escrow Accounts are treated as grantor trusts. All parties (including the Shareholder Payment Parties, the Debtors, the Plan Administration Trustee, each applicable Creditor Trustee, the MDT Trustees and Holders of Non-Participating Claims) shall be required to report for tax purposes in a manner consistent with the foregoing. Such person as is designated in the Confirmation Order or the escrow agreement governing each of the Class Action Escrow Accounts shall be the "administrator" of each of the Class Action Escrow Accounts. The Master Shareholder Settlement Agreement provides that the applicable Shareholder Payment Party shall take into account all items of income, gain, loss, deduction and credit (including capital gains and losses) recognized by or otherwise attributable to each Class Action Escrow Account for U.S. federal (and any applicable state or local) income tax purposes on its tax returns. The applicable administrator may request an expedited determination of taxes of any of the Class Action Escrow Accounts under section 505(b) of the Bankruptcy Code for all returns, if any, filed for, or on behalf of, the Class Action Escrow Accounts for all taxable periods through the dissolution of the Class Action Escrow Accounts. Nothing in Section 5.2(e)(ii) of the Plan shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

(3) Notwithstanding anything to the contrary in the Master Shareholder Settlement Agreement or the Governmental Entity Shareholder Direct Settlement Agreement, the Master Disbursement Trust shall have an obligation under the Plan to distribute to the PI Trust, on account of the MDT PI Claim, (A) on a first priority basis, the first $50 million of proceeds, payments, and benefits (including, but not limited to, the MDT Insurance Proceeds) of (I) any MDT Causes of Action (other than those Retained Causes of Action relating to or necessary to enforce the MDT Shareholder Rights) and (II) the MDT Insurance Rights (assets described in clauses (I) and (II), collectively, the "**Subject MDT Assets**"), and (B) in the absence of payment in full of such $50 million prior to the second anniversary of the Effective Date from proceeds, payments, and benefits of the Subject MDT Assets, the remaining unpaid amount thereof (which may be the entire amount) in full in cash on the first Scheduled MDT Distribution Date following such second anniversary of the

Effective Date from MDT Transferred Assets or the proceeds thereof other than the Subject MDT Assets on a priority basis in accordance with Section 5.2(g) of the Plan (the payment obligations described in clauses (A) and (B), the "PI **Trust Obligation**").[117]

(4) Until such time as the PI Trust Obligation has been satisfied in full in accordance with Section 5.2 of the Plan:

(A) the Master Disbursement Trust shall not (I) permit a Lien or other encumbrance to attach to the Subject MDT Assets or (II) incur any Claim (including any Channeled Claim) or otherwise grant any right of payment in respect of the Subject MDT Assets, in each case, senior to the PI Trust Obligation;

(B) the Master Disbursement Trust shall afford the PI Trustee (or its designated representative) with periodic reporting as contemplated by Section 5.6(f)(v) of the Plan and subject to Section 5.6(f)(iv) of the Plan;

(C) none of the protections with respect to the PI Trust Obligation in Section 5.2(e) of the Plan nor the priority afforded to the PI Trust Obligation in Section 5.2(g) of the Plan shall be modified or eliminated from the MDT Agreement, the Master Shareholder Settlement Agreement, or the Governmental Entity Shareholder Direct Settlement Agreement, solely to the extent applicable, without the written consent of the PI Trustee; and

(D) the PI Trustee reserves all legal and equitable rights under the Plan, the Confirmation Order, and federal and common law with respect to the PI Trust Obligation.

(5) Solely to the extent the PI Trust Obligation has not been paid in full by the second anniversary of the Effective Date in accordance with Section 5.2(e)(iii) of the Plan, the Master Disbursement Trust shall thereafter reserve amounts from the Total Direct Settlement Amount under the Governmental Entity Shareholder Direct Settlement Agreement, as needed, to satisfy the PI Trust Obligation.

[117] For the avoidance of doubt, to the extent the PI Trust Obligation has not been paid in full by the second anniversary of the Effective Date in accordance with Section 5.2(e) of the Plan, the priority of the PI Trust Obligation shall only be second to the funding of the Replenishment Transfer with Cash and cash equivalents that are Shareholder Estate Settlement Distributions, but not, for the avoidance of doubt, second with respect to application of the Total Direct Settlement Amount under the Governmental Entity Shareholder Direct Settlement Agreement.

(6) In the event the PI Trust Obligation is not satisfied in full by the first Scheduled MDT Distribution Date following the second anniversary of the Effective Date in accordance with Section 5.2 of the Plan, the PI Trustee shall be entitled to seek enforcement of the PI Trust Obligation by motion to enforce the Plan filed with the Bankruptcy Court, which shall be heard on an expedited basis subject to the Bankruptcy Court's availability, and the PI Trustee may seek legal and/or equitable remedies available under applicable law, including, but not limited to, specific performance, disgorgement, and/or damages against any successor of the Debtors or their Estates, including the Master Disbursement Trust.

(vi) **Non-Federal Public Entity Settlements.**[118]

(1) On the Effective Date, the Governmental Remediation Trust and the Tribe Trust shall receive their respective Initial Public Creditor Trust Distributions, and the Governmental Remediation Trust and the Tribe Trust shall receive their respective MDT Interests. The MDT Interests shall entitle the Governmental Remediation Trust and the Tribe Trust to the payments from the Master Disbursement Trust and other benefits set forth below.

(A) Subject to Section 5.2(g) of the Plan, on each MDT Distribution Date, the Master Disbursement Trust shall make Public Creditor Trust Distributions from all MDT Distributable Value in accordance with Section 5.2(f)(i)(B) of the Plan.

(B) All Public Creditor Trust Distributions to the Governmental Remediation Trust and/or the Tribe Trust shall be allocated between the Governmental Remediation Trust and the Tribe Trust as follows, in each case, as calculated before accounting for any amounts payable pursuant to Section *5.9* of the Plan: (I) with respect to the Estate Distributions, (X) 96.7% to the Governmental Remediation Trust and (Y) 3.3% to the Tribe Trust; and (II) with respect to the Shareholder Direct Settlement Portion, (X) 96.7% of the Maximum Governmental Direct Settlement Amount on the payment dates indicated therein to the Governmental Remediation Trust, subject to, and payable in accordance with, the terms of the Governmental Entity Shareholder Direct Settlement Agreement, and (Y) 3.3% of the Maximum Governmental Direct Settlement Amount on the payment dates indicated

[118] Any characterization of the Public School Claims in the Plan as a "Private" claimant or "Public" claimant is for administrative convenience only, and is not intended to, nor may it be construed as, having any significance for any other purpose.

therein to the Tribe Trust, subject to, and payable in accordance with, the terms of the Tribe Trust Agreement.

(C) All Public Creditor Trust Distributions to the Governmental Remediation Trust shall be further allocated between States and Subdivisions in accordance with the Governmental Remediation Trust Documents. The allocation of the applicable Shareholder Direct Settlement Portion to Subdivisions who become Initial Participating Subdivisions may be higher than Later Joining Subdivisions (each as defined in and as more fully described in the Governmental Entity Shareholder Direct Settlement Agreement). Subdivisions located in Oklahoma shall be entitled to participate in the Governmental Entity Shareholder Direct Settlement as though Oklahoma was a Settling State. Subdivisions in Non-Settling States and Subdivisions which previously litigated and resolved their claims against the Debtors and/or Shareholder Released Parties shall not be eligible to be Participating Subdivisions unless and until, in the case of the Subdivisions located in Non-Settling States, a Subdivision's corresponding State becomes a Settling State. For the avoidance of doubt, each Non-Settling Subdivision shall be entitled to receive Estate Distributions pursuant to Section 7.7 of the Plan upon Allowance of its Claim in accordance with Sections 7.6 or 7.9 of the Plan.

(D) Oklahoma Litigating Political Subdivisions will receive Oklahoma's allocation, which allocation amount has already been reduced by $12.5 million that the State of Oklahoma set aside in accordance with the Oklahoma Political Subdivisions Opioid Abatement Grants Act (the "**Act**") for distribution to Oklahoma subdivisions pursuant to Oklahoma's settlement with the Shareholder Released Parties and the Debtors (the "**Prepetition Oklahoma Settlement**"). The Oklahoma subdivision allocation is set forth in Exhibit F of the Plan and will be administered as agreed between the State of Oklahoma and the Oklahoma Litigating Political Subdivisions. Any release requirements contained in the Prepetition Oklahoma Settlement that are a condition for a Subdivision to participate in the Purdue Oklahoma Subdivision Fund shall be waived by the Debtors and Shareholder Payment Parties such that the Oklahoma Litigating Political Subdivisions may participate in both the Purdue Oklahoma Subdivision Fund and receive distributions from the Governmental Remediation Trust. The Debtors and Shareholder Payment Parties also waive any requirement in the Prepetition Oklahoma Settlement that

funds not distributed by the Purdue Oklahoma Subdivision Fund within a certain amount of time will revert to the Foundation or the National Center for Addiction Studies and Treatment established pursuant to the Prepetition Oklahoma Settlement, and acknowledge that the entire Purdue Oklahoma Subdivision Fund shall be distributed to Oklahoma subdivisions. Oklahoma's allocation shall be paid from the Governmental Remediation Trust to a settlement fund established for the benefit of the Oklahoma Litigating Political Subdivisions. Distributions from such settlement fund to the Oklahoma Litigating Political Subdivisions shall be made in accordance with the ratios set forth in Exhibit F of the Plan. The Oklahoma Litigating Political Subdivisions shall either hire an administrator for the funds from the Remediation Trust Account or receive the funds directly from the Governmental Remediation Trust. The administrator may be reasonably compensated by the Governmental Remediation Trust to perform its administrative function, but not to exceed 5% of the money distributed to Oklahoma Litigating Political Subdivisions by the Governmental Remediation Trust.

(2) On the Effective Date, the Public School Trust shall receive the Initial Public Schools Distribution (less any required payments to the Common Benefit Fund and/or in respect of attorneys' fees and expenses of the Public School District Claimants in accordance with Section 5.9(d) and (i) of the Plan) and the MDT Public School Districts Claim. On account of the MDT Public School Districts Claim, the Master Disbursement Trust shall pay to benefit the Public School Trust: (i) $7.5 million on the first anniversary of the Effective Date *less* the applicable Direct Claim Settlement Retained Payment Amount (the "**Second Public Schools Distribution**"), and (ii) $7.5 million on the second anniversary of the Effective Date less the applicable Direct Claim Settlement Retained Payment Amount (the "**Third Public Schools Distribution**").

(vii) **MDT Priority Waterfall**. On each MDT Distribution Date, all Cash and cash equivalents of the Master Disbursement Trust shall be applied as follows: (i) *first*, to fund any Replenishment Transfer solely to the extent such Cash and cash equivalents are Shareholder Estate Settlement Distributions; (ii) *second*, to fund the PI Trust Obligation in accordance with Section 5.2(e)(iii) of the Plan; (iii) *third*, to fund the MDT Operating Reserve in an amount determined by the MDT Trustees; (iv) *fourth*, to the extent there are outstanding amounts then due on account of the MDT Claims, to pay the MDT Claims; (v) *fifth*, to reimburse the applicable Public Creditor Trust for any Shareholder Direct Settlement Portion previously applied in respect of adjustments implemented in accordance with Section

5.2(e)(v) of the Plan and (vi) *sixth*, as Public Creditor Trust Distributions in respect of the MDT Interests; *provided*, *however*, that, except to the extent expressly set forth in Exhibit M to the Governmental Entity Shareholder Direct Settlement Agreement, payments received by the Master Disbursement Trust: (A) on account of the Governmental Entity Shareholder Direct Settlement shall be immediately transferred to the Governmental Remediation Trust and (B) on account of the Tribal Shareholder Direct Settlement Agreement shall be immediately transferred to the Tribe Trust, and the amounts in (A) and (B) shall not be used to fund a Replenishment Transfer to fund the MDT Operating Reserve or pay the MDT Claims.

(viii) **Shareholder Settlements**. On or before the Effective Date, the Debtors, the Shareholder Payment Parties and the Settling Creditors shall enter into the Shareholder Settlement Agreements. Pursuant to the Public Entity Settlements, the Private Entity Settlements, the Shareholder Settlement Agreements and the Plan, in exchange for, among other things, the Shareholder Settlement Releases and the Channeling Injunction, as set forth in Sections 10.6, 10.7, and 10.8 of the Plan, and the other agreements set forth in the Shareholder Settlement Agreements, (i) the Shareholder Payment Parties shall pay the applicable Shareholder Settlement Amount on the dates and pursuant to the terms set forth in the applicable Shareholder Settlement Agreements, (ii) the Shareholder Claims shall be deemed released on the Effective Date pursuant to Section 4.15 of the Plan, (iii) the MDT Shareholder Insurance Rights shall be transferred to the Master Disbursement Trust in accordance with Section 5.6(j) of the Plan; (iv) the Shareholder Payment Parties have agreed to support the Plan and (v) the Shareholder Payment Parties have provided the other agreements and consideration set forth in the applicable Shareholder Settlement Agreement, in each case, as more fully set forth in, and subject to the terms and conditions of, the Shareholder Settlement Agreement. The Master Disbursement Trust shall distribute all proceeds of the MDT Shareholder Rights, including each applicable Shareholder Settlement Amount, in accordance with the Plan, including Section 5.2(e)-(g) of the Plan.

(ix) **United States-PI Claimant Medical Expense Claim Settlement.** The United States-PI Claimant Medical Expense Claim Settlement is as follows:

(1) On the Effective Date of the Plan, the PI Trust shall be deemed, without further action of the Bankruptcy Court or the PI Trust, to have irrevocably assigned to the United States the PI Trust's right to receive $26 million from the Master Disbursement Trust, which amount shall be paid by the Debtors, the Master Disbursement Trust, or the PI Trust, as applicable, to the United States in the following installments: (x) $13 million to be paid on the Effective Date, consisting of (A) $12,164,100 otherwise distributable to the PI Trust from the Initial Non-NAS PI Distribution and (B) $835,900

otherwise distributable to the PI Trust from the Initial NAS PI Distribution, and (y) $13 million (the "**Second Medical Expense Claim Settlement Payment**"), consisting of (I) 93.57% of the first $13 million otherwise distributable to the PI Trust pursuant to Section 5.2(e)(iii) of the Plan, and (II) the NAS Medical Expense Claim Settlement Reserve Amount, which Second Medical Expense Claim Settlement Payment shall be paid to the United States on a proportionate basis from the amounts described in clauses (I) and (II), as and when amounts are payable to the PI Trust pursuant to Section 5.2(e)(iii) of the Plan. For the avoidance of doubt, in no event shall (A) the stated amount of the Initial PI Trust Distribution or amounts payable pursuant to Section 5.2(e)(iii) of the Plan be altered in a manner that would reduce the aggregate amount to be paid to the United States pursuant to Section 5.2(i)(i) of the Plan, (B) the aggregate amount paid to the United States pursuant to Section 5.2(i)(i) of the Plan exceed $26 million, or (C) the United States' claim against the Master Disbursement Trust arising from the assignment described in Section 5.2(i)(i) of the Plan be released until the United States has received payments thereof aggregating to $26 million. The United States shall have the right to enforce the obligations set forth in Section 5.2(i)(i) of the Plan notwithstanding the United States-PI Claimant Medical Expense Claim Releases.

(2) Notwithstanding Section 10.19 of the Plan, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the PI Trust, each Holder of a PI Claim and, in respect of each of the PI Trust and each Holder of a PI Claim, its respective agents, representatives, heirs, successors and assigns, in their respective capacities as such, shall, without any further action by the Bankruptcy Court, be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by each Holder of a United States-PI Claimant Medical Expense Claim of all United States-PI Claimant Medical Expense Claims and all Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the United States-PI Claimant Medical Expense Claim Settlement (other than a Cause of Action to enforce the United States-PI Claimant Medical Expense Claim Settlement, including, but not limited to, the release set forth in Section 5.2 (i)(iii) of the Plan) that each Holder of a United States-PI Claimant Medical Expense Claim has asserted or could assert on its own behalf or on behalf of another Person or party, 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), against the PI Trust, a Holder of a PI Claim, Distributions to Holders of PI Claims pursuant to the PI TDP or under the Plan and, in respect of each of the PI Trust and each Holder of a PI Claim, its respective agents,

representatives, heirs, successors and assigns, in their respective capacities as such; provided, however, that, if a Holder of a PI Claim commences a legal action against a Holder of a United States-PI Claimant Medical Expense Claim challenging all or any portion of the United States-PI Claimant Medical Expense Claim Settlement, then, from and after the commencement of such legal action, the United States-PI Claimant Medical Expense Claim Release shall be void ab initio solely with respect to such Holder of a PI Claim, and the heirs, successors and assigns of such Holder of a PI Claim, in their capacities as such, and not with respect to any other Person or party, including, but not limited to, the PI Trust, counsel to such Holder of a PI Claim and, in respect of each of the PI Trust and such counsel, its respective agents, representatives, heirs, successors and assigns, in their respective capacities as such; provided further that no such legal action against a Holder of a United States-PI Claimant Medical Expense Claim shall impair or reduce the amount that the United States shall receive pursuant to Section 5.2(i)(i) of the Plan. Nothing in Section 5.2(i)(ii) of the Plan creates any rights of a Holder of a PI Claim to sue the United States or any of its agencies, including a Holder of a United States-PI Claimant Medical Expense Claim, and the United States and its agencies reserve all rights and defenses in that regard; and nothing in this paragraph is or shall be deemed a waiver of any applicable sovereign immunity with respect to any legal action against the United States or any of its agencies challenging all or any portion of the United States-PI Claimant Medical Expense Claim Settlement brought by a Holder of a PI Claim or the heirs, successors or assigns of such Holder of a PI Claim, in their capacities as such.

(3) As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, each Holder of a United States-PI Claimant Medical Expense Claim shall, without any further action by the Bankruptcy Court, be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by the PI Trust and its agents, representatives, successors and assigns, in their respective capacities as such, of all Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the United States-PI Claimant Medical Expense Claim Settlement (other than a Cause of Action to enforce the United States-PI Claimant Medical Expense Claim Settlement, including, but not limited to, any United States-PI Claimant Medical Expense Claim Release) that the PI Trust has asserted or could assert on its own behalf or on behalf of another Person or party, 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), against a Holder of a United States-PI Claimant Medical Expense Claim and,

in respect of each Holder of a United States-PI Claimant Medical Expense Claim, its respective agents, representatives, successors and assigns, in their respective capacities as such.

(4) The payments made to the United States pursuant to Section 5.2(i)(i) of the Plan are a prepayment by the PI Trust of amounts that would otherwise be payable by certain Holders of PI Claims to Holders of United States-PI Claimant Medical Expense Claims upon receipt by such Holders of PI Claims of Distributions pursuant to the PI TDP and under the Plan. Such prepayment shall be borne equitably by such Holders of PI Claims in the form of a reduction in the Distributions otherwise payable to such Holders of PI Claims pursuant to the PI TDP.

(5) The United States Department of Defense, Defense Health Agency (in respect of the TRICARE Program) submits to the jurisdiction of the Bankruptcy Court for purposes of the United States-PI Claimant Medical Expense Claim Settlement, including, but not limited to, the United States-PI Claimant Medical Expense Claim Releases.

(6) The United States Department of Health and Human Services, on its own behalf and on behalf of its component agencies, which are the Centers for Medicare & Medicaid Services and the Indian Health Service on behalf of its federally-operated programs; the United States Department of Defense, Defense Health Agency (in respect of the TRICARE Program); and the United States Department of Veterans Affairs submit to the exclusive jurisdiction of the Bankruptcy Court for purposes of any proceeding in respect of the interpretation or enforcement of the United States-PI Claimant Medical Expense Claim Settlement, including, but not limited to, the United States-PI Claimant Medical Expense Claim Releases.

(x) **Individual Settlement Agreements**. Each of the Settling States, Participating Subdivisions, the Master Disbursement Trust, and the Debtors shall not enter into any side letter or separate agreement with any Sackler Family Member that grants more favorable terms or benefits, when taken as a whole, to such Sackler Family Member's Shareholder Family Group than those set forth in the Plan and the Shareholder Settlement Agreements.

3. The Plan Administration Trust

(i) **Establishment and Purpose of Plan Administration Trust.** On or before the Effective Date, the Debtors shall take all necessary steps to form the Plan Administration Trust in accordance with the Plan and the PAT Agreement. The Plan Administration Trust shall be established for the purposes described in the Plan and any others more fully described in the PAT Agreement, shall have no objective to continue or engage in the

conduct of trade or business and shall be subject to the jurisdiction of the Bankruptcy Court. The Plan Administration Trust shall, in each case in accordance with the Plan and the PAT Agreement:

(1) hold, manage, sell and invest the PAT Assets for the benefit of Holders of Allowed Claims (other than Channeled Claims and Federal Government Unsecured Claims);

(2) administer, process, resolve and liquidate Claims (other than Channeled Claims and Federal Government Unsecured Claims), including through the prosecution and resolution of objections to Disputed Avrio General Unsecured Claims, Disputed Adlon General Unsecured Claims or Disputed Other General Unsecured Claims;

(3) hold and maintain the PAT Reserves and the PAT Distribution Account and maintain the Professional Fee Escrow Account and the account described in Section 5.3(e) of the Plan; and

(4) make Distributions to Holders of Allowed Claims (other than Channeled Claims and Federal Government Unsecured Claims) and other payments from the Plan Administration Trust, the Professional Fee Escrow Account and the account described in Section 5.3(e) of the Plan.

(ii) **Vesting of the PAT Assets in the Plan Administration Trust**. The Plan Administration Trust shall consist of the PAT Assets. On the Effective Date, the PAT Assets shall vest in the Plan Administration Trust, free and clear of all Claims, Interests, Liens, other encumbrances and liabilities of any kind.

(iii) **Appointment and Role of the Plan Administration Trustee**. The Plan Administration Trustee shall be an existing employee of the Debtors selected by the Debtors in their sole discretion or another individual selected by the Debtors with the consent of the Creditors' Committee and the Governmental Consent Parties (which consent shall not be unreasonably withheld, conditioned or delayed). The identity and compensation of the Plan Administration Trustee shall be disclosed in the Plan Supplement. The appointment of the Plan Administration Trustee shall be approved in the Confirmation Order, and such appointment shall be effective as of the Effective Date. In accordance with the PAT Agreement, the Plan Administration Trustee shall serve in such capacity through the earlier of (x) the date that the Plan Administration Trust is dissolved in accordance with the PAT Agreement and (y) the date the Plan Administration Trustee resigns, is terminated or is otherwise unable to serve for any reason. In furtherance of and consistent with the purpose of the Plan Administration Trust and the Plan, the Plan Administration Trustee shall:

(1) have the power and authority to perform all functions on behalf of the Plan Administration Trust;

(2) undertake all administrative responsibilities as are provided in the Plan and the PAT Agreement, including filing the final monthly operating report (for the month in which the Effective Date occurs) and all subsequent quarterly operating reports and administering the closure of the Chapter 11 Cases, which reports shall be delivered to the Master Disbursement Trust;

(3) be responsible for all decisions and duties with respect to the Plan Administration Trust and the PAT Assets; and

(4) take such other actions as the Plan Administration Trust determines to be necessary or desirable to carry out the purposes of the Plan, *provided* that such authority shall be subject to Section 5.4 and Section 5.6 of the Plan, and nothing herein or in any Plan Supplement document shall grant the Plan Administration Trust any rights with respect to NewCo or its operations or the Master Disbursement Trust or its operations.

(iv) **Funding of the Wind-Up Reserve; Costs and Expenses of the Plan Administration Trust**. On the Effective Date, the Debtors shall establish and fund the Wind-Up Reserve, which shall vest in the Plan Administration Trust and be held and maintained by the Plan Administration Trustee. In the event of any shortfall of funding in the Wind-Up Reserve, NewCo shall be obligated to satisfy any such deficiency, subject to the consent (not to be unreasonably withheld) of the NewCo Managers and the MDT Trustees (which obligation shall be assumed by NewCo and any successor to NewCo's business). The costs and expenses of the Plan Administration Trust, including the compensation, fees and expenses of the Plan Administration Trustee and its retained professionals, shall be paid out of the Wind-Up Reserve. The Plan Administration Trustee shall be entitled to reasonable compensation, in an amount to be determined by the Debtors, subject to the consent (not to be unreasonably withheld, conditioned or delayed) of the Creditors' Committee and the Governmental Consent Parties, and to retain and reasonably compensate counsel and other professionals, including any professional who represented parties in interest, including the Debtors, in the Chapter 11 Cases, to assist in its duties as Plan Administration Trustee on such terms as the Plan Administration Trustee deems appropriate without Bankruptcy Court approval, subject to the provisions of the PAT Agreement.

(v) **Attorneys' Fees and Expenses of Directors, Officers, Employees and Agents**.

(1) The Plan Administration Trust will promptly pay, as and when incurred after the Effective Date and before its sixth (6th) anniversary, the reasonable actual attorneys' fees and related out-of-pocket expenses incurred (A) by (x) any current or former director or officer, in each case entitled to indemnification, advancement and/or reimbursement by the Debtors in such capacity or (y) any current or former employee of the Debtors, in the case of both (x) and (y) other than any (i) Sackler Family Member, (ii) Excluded Party, or (iii) Shareholder Released Party that (a) is entitled to access the SOR or any other reserves established under the Plan or the Settlement or (b) actually has the applicable fees paid from the SOR or any other reserves established under the Plan or the Settlement, and (B) in connection with such individual's cooperation with, or in connection with the defense of such individual with respect to, any investigation, prosecution and/or litigation involving conduct relating to the Debtors or the Debtors' business or property or any defense of the Plan, including its Releases and Channeling Injunction, *provided* that the scope of this section with respect to any individual shall not apply to fees and expenses incurred in connection with any criminal investigation of which such individual is the target or any criminal prosecution of such individual.

(2) On or before the Effective Date, the Debtors will establish and fund a segregated account in the amount of $5 million, which shall be held and maintained by the Plan Administration Trustee to fund the foregoing payment obligations. If, at any time, the balance in such segregated account falls below $2 million, NewCo (or, at any time after a sale of all or substantially all Assets of or Interests in NewCo or if NewCo is otherwise unable to do so, the Master Disbursement Trust) shall replenish such account so that amounts in the account are not less than $5 million, provided that (x) the aggregate amount deposited into such account (including the initial deposit) shall not exceed $25 million, and (y) on the sixth (6th) anniversary of the Effective Date, any funds remaining in such account shall be released to the Master Disbursement Trust, and NewCo's (and the Master Disbursement Trust's contingent) funding obligations with respect to such account will terminate.

(3) Notwithstanding the foregoing, the Plan Administration Trust will not pay (A) any amounts that are reimbursed from any applicable insurance policies, or (B) any otherwise reimbursable amounts incurred by any individual who (i) is found by a court of competent jurisdiction to have engaged in gross negligence, willful misconduct, any criminal act, or actual or intentional fraud, in each case relating to the Debtors or the Debtors' business or property, (ii) does not provide an appropriate undertaking consistent with the undertakings required for indemnification during the pendency of the Chapter 11

Cases, (iii) has at any time prior to the Effective Date refused or does at any time after the Effective Date refuse to testify based on a claim of privilege against self-incrimination in any proceeding relating to the Debtors or the Debtors' business or property, (iv) does not cooperate with reasonable requests by the MDT in connection with the pursuit of any MDT Causes of Action or (v) is at any time indicted for a felony relating to the Debtors or the Debtors' business or property (provided, however, that if such individual is found to be not guilty of such felony, such indictment is dismissed or such individual is otherwise exonerated, then such expenses shall be promptly paid).

(4) In addition to the foregoing, (i) on the Effective Date, any MDT Insurance Collateral in excess of the face amount of Mangrove Risk Solutions Bermuda Ltd (formerly known as Isosceles Insurance Ltd.) policy number PPLP-01/2019 and all interest accrued as of the Effective Date on the MDT Insurance Collateral associated with each of Mangrove Risk Solutions Bermuda Ltd (formerly known as Isosceles Insurance Ltd.) policy number PPLP-02/2019 and the Columbia Casualty Product Liabilities Insurance Policies shall be released to the Master Disbursement Trust, (ii) following the Effective Date, interest accrued on MDT Insurance Collateral associated with each of the Mangrove Risk Solutions Bermuda Ltd (formerly known as Isosceles Insurance Ltd.) policy number PPLP-01/2019 and the Columbia Casualty Product Liabilities Insurance Policies shall be swept quarterly and distributed to the Master Disbursement Trust, (iii) no later than the expiration of the policy or the sixth (6th) anniversary of the Effective Date, all MDT Insurance Collateral associated with the Mangrove Risk Solutions Bermuda Ltd (formerly known as Isosceles Insurance Ltd.) policy number PPLP-01/2019 will be released to the Master Disbursement Trust, subject to the terms of such policy and (iv) following the Effective Date, any MDT Insurance Collateral associated with any other insurance policies of NewCo will be released to the Master Disbursement Trust promptly upon such MDT Insurance Collateral being released by the applicable insurer, provided it is not necessary to support renewed policies of NewCo of similar scope. The Plan Administration Trust shall, on a quarterly basis, provide NewCo and the Master Disbursement Trust with a report of any amounts paid or billed pursuant to this section during the prior quarter. All parties covered by Section 5.3(e) of the Plan shall be deemed to release any claim against any MDT Insurance Policy.

(vi) **Institution and Maintenance of Legal and Other Proceedings**. As of the date upon which the Plan Administration Trust is established, the Plan Administration Trust shall be empowered to initiate, prosecute, defend and resolve all legal actions and other proceedings related to any Asset, liability

or responsibility of the Plan Administration Trust. Such legal actions and other proceedings shall be limited solely to those required for the purposes of reconciling, administering and defending against Claims (other than Channeled Claims) and the other responsibilities of the Plan Administration Trust. The Plan Administration Trust shall be empowered to initiate, prosecute, defend and resolve all such actions in the name of the Debtors or their Estates, in each case if deemed necessary or appropriate by the Plan Administration Trustee. The Plan Administration Trust shall be responsible for the payment of all damages, awards, judgments, settlements, expenses, costs, fees and other charges incurred subsequent to the date upon which the Plan Administration Trust is established arising from, or associated with, any legal action or other proceeding brought pursuant to the foregoing. For the avoidance of doubt, the Plan Administration Trust, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and applicable state corporate law, is appointed as the successor-in-interest to, and representative of, the Debtors and their Estates for the retention, enforcement, settlement or adjustment of Claims against the Debtors (other than the Channeled Claims). For the further avoidance of doubt, neither the Plan Administration Trust nor the Plan Administration Trustee shall be vested with the rights to pursue any MDT Insurance Rights or MDT Insurance Collateral.

(vii) **U.S. Federal Income Tax Matters Relating to Plan Administration Trust**. The Plan Administration Trust is intended to be treated as a trust described in IRC sections 661 through 664 and the regulations promulgated thereunder (a "complex trust"). The PAT Disputed Claims Reserves are intended to be treated as part of the Plan Administration Trust and not as separate taxable entities. All parties (including the Shareholder Payment Parties, the Debtors, the Plan Administration Trustee, each applicable Creditor Trustee, the MDT Trustees and Holders of Non-Participating Claims and other Disputed Claims) shall be required to report for tax purposes in a manner consistent with the foregoing. The Plan Administration Trustee shall file (or cause to be filed) such statements, returns, or disclosures relating to the Plan Administration Trust as are required by any Governmental Unit, including IRS Form 1041, IRS Form 1041-ES, and IRS Schedule K-1. The Plan Administration Trustee shall be responsible for payment, out of the PAT Assets, of any taxes imposed on the Plan Administration Trust or the PAT Assets, including, without limitation, estimated and annual U.S. federal income taxes. The Plan Administration Trustee shall be responsible for payment, out of the assets of each of the PAT Disputed Claims Reserves, of any taxes imposed on the applicable PAT Disputed Claims Reserve or its assets. The Plan Administration Trustee may request an expedited determination of taxes of the Plan Administration Trust under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Plan Administration Trust for all taxable periods through the dissolution of the Plan Administration Trust. Nothing in Section 5.3(g) of the Plan shall be deemed to determine, expand

or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

(viii) **Dissolution, Release of Reserves and Residual Value**. The Plan Administration Trust shall be dissolved and the Plan Administration Trustee shall be discharged from its duties with respect to the Plan Administration Trust upon completion of its duties as set forth in the Plan and satisfaction of the purposes of the Plan Administration Trust as set forth in the Plan and the PAT Agreement, which, for the avoidance of doubt, shall be no earlier than the later of (i) the PPLP Dissolution Date and (ii) the date on which (A) all Disputed Claims (other than Non-Participating Channeled Claims) have been resolved, (B) all PAT Assets have been liquidated and (C) all Distributions and other payments required to be made by the Plan Administration Trustee under the Plan and the PAT Agreement have been made, unless dissolution on an earlier date is authorized pursuant to a Final Order of the Bankruptcy Court. Any Cash or cash equivalents in the Plan Administration Trust remaining upon dissolution of the Plan Administration Trust, including any Surplus Reserve Cash remaining in the PAT Reserves, shall be distributed in accordance with Section 5.14(b) of the Plan.

(ix) **Exculpation and Indemnification of the Plan Administration Trustee**. To the maximum extent permitted by applicable law, the Plan Administration Trustee shall not have or incur any liability for actions taken or omitted in its capacity as the Plan Administration Trustee, or on behalf of the Plan Administration Trust, except those acts found by Final Order to be arising out of its willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all of its actions or inactions in its capacity as the Plan Administration Trustee, or on behalf of the Plan Administration 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 PAT Agreement, in each case, except for any actions or inactions found by Final Order to be arising out of its willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of the Plan Administration Trustee shall be satisfied from the Wind-Up Reserve.

4. NewCo

(i) **Establishment and Ownership of NewCo**. On or before the Effective Date, NewCo and any Subsidiaries of NewCo shall be formed in accordance with the Plan and the NewCo Operating Agreement. Upon completion of the Restructuring Transactions, the Foundation shall hold the NewCo Interest, representing 100% of the voting and economic Interests in NewCo.

(ii) **Purpose of NewCo**. From and after the Effective Date, NewCo shall operate the NewCo Transferred Assets in accordance with the terms of the

NewCo Operating Agreement, and subject to the NewCo Operating Injunction and the NewCo Governance Covenants set forth in the Confirmation Order. NewCo shall be operated in a responsible and sustainable manner, balancing (i) the interests of its stakeholders to fund and provide abatement of the opioid crisis, (ii) effective deployment of its assets to address the opioid crisis and (iii) the interests of those materially affected by its conduct. In connection with any action of NewCo, all elements of NewCo's purpose as set forth in Section 5.4(b) of the Plan shall be taken into account, and NewCo shall not be required (and the NewCo Managers shall not be required to cause NewCo) to maximize NewCo's or NewCo's subsidiaries' sales or profits.

(iii) **Vesting of the NewCo Transferred Assets in NewCo**. On or prior to the Effective Date, pursuant to the Plan and in accordance with the NewCo Transfer Agreement, the NewCo Transferred Assets, including the Initial NewCo Cash, shall be transferred to and vest in NewCo or one or more Subsidiaries of NewCo, in each case free and clear of all Claims, Interests, Liens, other encumbrances and liabilities of any kind; *provided* that NewCo shall comply with its obligations under the Plan, including NewCo's obligation to distribute directly to the Governmental Remediation Trust, the Tribe Trust and the Foundation the NewCo Distributable Cash in accordance with the Plan and to satisfy any deficiency of funding in the Wind-Up Reserve subject to the consent (not to be unreasonably withheld) of the NewCo Managers and the MDT Trustees (which obligation shall be assumed by NewCo and any successor to NewCo's business) and NewCo shall assume the Assumed Liabilities. Except as described in the foregoing sentence, NewCo shall have no liability for, and the NewCo Transferred Assets shall vest in NewCo free and clear of, any prepetition and postpetition Causes of Action of any kind, in each case that have been or could have been asserted against the Debtors, their Estates or their property (including, but not limited to, Claims based on successor liability) based on any acts or omissions prior to the Effective Date.

(iv) **NewCo Managers.**

(1) Appointment. The board of managers of NewCo will consist of five (5) NewCo Managers, each with experience in one or more of the following areas: pharmaceuticals, public policy (including public health policy), law enforcement, ethics and compliance, finance, audit, general business and/or corporate governance issues. The initial NewCo Managers shall be disinterested and independent, and shall be selected by the Settling States with the consent (not to be unreasonably withheld) of the Ad Hoc Committee and in consultation with the Debtors and the Creditors' Committee, and pursuant to a selection process that is reasonably acceptable to the Debtors; *provided* that the DOJ shall have the right, in its discretion, to observe such selection process. The identity of the initial NewCo

Managers shall be included in the Plan Supplement. The appointment of the initial NewCo Managers shall be approved in the Confirmation Order, and such appointment shall be effective as of the Effective Date.

(2) Responsibilities. The NewCo Managers shall, among other things, (A) determine appropriate expenditure levels for commercial operations and the Public Health Initiatives of NewCo, and (B) make all decisions with respect to NewCo operations (including, for the avoidance of doubt, to effectuate a Disposition Event (as defined in the NewCo Operating Agreement)), taking into account the public interest and NewCo's purpose; provided, in each of clauses (A) and (B) above, any such actions of the NewCo Managers shall be subject to oversight by the Foundation.

(v) **NewCo Distributable Cash**. On an annual basis following the Effective Date, NewCo shall pay (i) 96.7% of the Governmental NewCo Distributable Cash directly to the Governmental Remediation Trust, (ii) 3.3% of the Governmental NewCo Distributable Cash directly to the Tribe Trust and (iii) the Foundation Distributable Cash directly to the Foundation. The obligation to pay the Governmental NewCo Distributable Cash in accordance with Section 5.4(e) of the Plan shall be otherwise documented in an agreement to be negotiated between NewCo, the Governmental Remediation Trust and the Tribe Trust.

(vi) **NewCo Insurance**. On or prior to the Effective Date, the Debtors shall fund an upfront premium payment from Effective Date Cash to purchase insurance required and appropriate for the business needs of NewCo, including liability and other insurance for NewCo, including, without limitation, product liability insurance and directors' and officers' liability insurance for the NewCo Managers, officers and other authorized agents, in an amount and on terms acceptable to the Debtors and the Governmental Consent Parties.

(vii) **NewCo Operating Injunction and NewCo Governance Covenants**. The Confirmation Order will provide for the issuance of the NewCo Operating Injunction and the NewCo Governance Covenants. Any purchaser of NewCo's opioid business shall remain subject to the NewCo Operating Injunction and the NewCo Governance Covenants.

(viii) **NewCo Monitor**. The Confirmation Order will provide for the appointment of the NewCo Monitor. The initial NewCo Monitor shall be the Purdue Monitor in place as of the Effective Date or otherwise selected by the Governmental Consent Parties with the consent of the Debtors, and in consultation with the Creditors' Committee. The identity of the NewCo Monitor shall be disclosed in the Plan Supplement. The NewCo Monitor shall be responsible for reviewing NewCo's compliance with the NewCo

Operating Injunction. NewCo and its professionals and representatives, including the NewCo Managers, shall cooperate and reasonably respond to requests by the NewCo Monitor in the performance of its responsibilities, including reasonable requests for access to relevant books and records of NewCo. In furtherance of the responsibilities of the NewCo Monitor, the NewCo Monitor shall be authorized to seek relief from the Bankruptcy Court to the extent necessary to carry out its obligations under the Plan. The NewCo Monitor shall prepare and publish quarterly reports regarding the matters for which the NewCo Monitor is responsible, including NewCo's compliance with the NewCo Operating Injunction. All compensation, costs and fees of the NewCo Monitor and any professionals retained by the NewCo Monitor shall be paid by NewCo.

(ix) **U.S. Federal Income Tax Matters Relating to NewCo**. The NewCo Managers shall cause NewCo to make a timely election to be treated as a corporation for U.S. federal income tax purposes effective as of the date immediately succeeding the Effective Date by the deadline for making such election. NewCo shall be responsible for filing all tax returns of NewCo and the payment, out of the Assets of NewCo, of any taxes due by or imposed on NewCo or NewCo Transferred Assets, including, without limitation, estimated and annual U.S. federal income taxes.

(x) **Exculpation and Indemnification of the NewCo Managers**. To the maximum extent permitted by applicable law, no NewCo Manager shall have or incur any liability for actions taken or omitted in his or her capacity as a NewCo Manager, or on behalf of NewCo, except those acts found by Final Order to be arising out of his or her willful misconduct, bad faith or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all actions or inactions in his or her capacity as a NewCo Manager, or on behalf of NewCo, except for any actions or inactions found by Final Order to be arising out of his or her willful misconduct, bad faith or fraud. Any valid indemnification claim of any NewCo Manager shall be satisfied by NewCo.

5. ***Foundation***.

(i) **Establishment and Ownership of the Foundation**. On or before the Effective Date, the Foundation shall be formed in accordance with the terms of the Plan and the Foundation Bylaws.

(ii) **Appointment of the Foundation Trustees**. The board of trustees of the Foundation will consist of three (3) Foundation Trustees, each of whom shall be disinterested and independent, provided that one (but no more than one) Creditor Trustee of the Master Disbursement Trust may serve as a Foundation Trustee; provided further that any action taken by such individual in his or her capacity as Foundation Trustee shall not be subject to the fiduciary duties of such individual in his or her capacity as a Creditor

Trustee of the Master Disbursement Trust. The initial Foundation Trustees shall be selected by the Settling States with the consent (not to be unreasonably withheld) of the Ad Hoc Committee and in consultation with the Debtors and the Creditors' Committee, and pursuant to a selection process that is reasonably acceptable to the Debtors; *provided* that the DOJ shall have the right, in its discretion, to observe such selection process. The identity of the initial Foundation Trustees shall be included in the Plan Supplement. The appointment of the initial Foundation Trustees shall be approved in the Confirmation Order, and such appointment shall be effective as of the Effective Date.

(iii) **Foundation D&O Insurance and Indemnification**. On or prior to the Effective Date, the Debtors shall fund an upfront premium payment from Effective Date Cash to purchase directors' and officers' liability insurance for the Foundation Trustees in an amount and on terms acceptable to the Debtors and the Governmental Consent Parties.

(iv) **U.S. Federal Income Tax Matters Relating to the Foundation.** The Foundation Trustees shall cause the Foundation to (A) be formed as a corporation and (B) be organized as a corporation that is intended to be treated as an exempt organization under IRC section 501(c)(4) for U.S. federal and applicable state and local income tax purposes.

(v) **Exculpation and Indemnification of the Foundation Trustees**. To the maximum extent permitted by applicable law, no Foundation Trustee shall have or incur any liability for actions taken or omitted in his or her capacity as a Foundation Trustee, or on behalf of NewCo, except those acts found by Final Order to be arising out of his or her willful misconduct, bad faith or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all actions or inactions in his or her capacity as a Foundation Trustee, or on behalf of NewCo, except for any actions or inactions found by Final Order to be arising out of his or her willful misconduct, bad faith or fraud. Any valid indemnification claim of any Foundation Trustee shall be satisfied by the Foundation.

6. Master Disbursement Trust

(i) **Establishment and Purpose of the Master Disbursement Trust**. On or before the Effective Date, the Debtors shall take all necessary steps to establish the Master Disbursement Trust in accordance with the Plan and the MDT Agreement. The Master Disbursement Trust shall be established for the purposes described in the Plan and any other purposes more fully described in the MDT Agreement and shall be subject to the jurisdiction of the Bankruptcy Court. The Master Disbursement Trust shall, in each case in accordance with the Plan and the MDT Agreement:

(1) hold, manage, sell, invest and distribute the MDT Transferred Assets for the benefit of the MDT Beneficiaries in accordance with the Private Entity Settlements and the Public Entity Settlements;

(2) enforce, pursue, prosecute, compromise and/or settle the MDT Causes of Action, the MDT Insurance Rights and the MDT Shareholder Rights, including monitoring and enforcing the Shareholder Settlement Agreements;

(3) make payments in satisfaction of the MDT Claims;

(4) make Public Creditor Trust Distributions from MDT Distributable Value;

(5) hold and administer the Special Operating Reserve; and

(6) serve as administrative agent with respect to the Released Claims Reserves.

(ii) **Vesting of the MDT Transferred Assets in the Master Disbursement Trust.** The corpus of the Master Disbursement Trust shall consist of the MDT Transferred Assets. On the Effective Date, pursuant to the Plan and in accordance with the MDT Agreement, the MDT Transferred Assets shall be irrevocably transferred to and vest in the Master Disbursement Trust free and clear of all Claims, Interests, Liens, other encumbrances and liabilities of any kind; *provided* that, to the extent certain Assets comprising the MDT Transferred Assets are not known or identified as of the Effective Date, such Assets shall automatically, and without further act or deed, be transferred to and vest in the Master Disbursement Trust upon the discovery or identification thereof, including, with respect to the Surplus Reserve Cash, in accordance with Section 5.14(c) of the Plan. The Master Disbursement Trust shall have no liability for any prepetition or postpetition Causes of Action of any kind, in each case that have been or could have been asserted against the Debtors, their Estates or their property (including, but not limited to, Claims based on successor liability) based on any acts or omissions prior to the Effective Date, except as expressly set forth in the Plan and the MDT Agreement; *provided* that the Master Disbursement Trust will assume the Channeled Claims solely for the purpose of effectuating the Master TDP in accordance with Section 5.6(g) of the Plan and issue the MDT Claims and MDT Interests in accordance with the Public Entity Settlements and the Private Entity Settlements. From and after the Effective Date, all proceeds of the MDT Transferred Assets, including without limitation, amounts paid by Insurance Companies under the MDT Insurance Policies and amounts paid under the Master Shareholder Settlement Agreement, shall be paid to the Master Disbursement Trust to be applied in accordance with the MDT Priority Waterfall and the MDT Agreement.

(iii) **Funding of the Master Disbursement Trust**. The Master Disbursement Trust shall be funded with the proceeds of the MDT Transferred Assets.

(iv) **Appointment and Role of the MDT Trustees**. The board of trustees of the Master Disbursement Trust will consist of three (3) MDT Trustees with relevant experience. The MDT Trustees shall be disinterested and independent; *provided*, *however*, that such requirements shall not preclude any professional who represented parties in interest from serving as MDT Trustee nor any firm in which an MDT Trustee holds a financial interest from serving as a professional for the Master Disbursement Trust based solely on such previous representations. At least one (1) initial MDT Trustee shall be selected by the Settling States that have attorneys general from the Democratic Party, and at least one (1) initial MDT Trustee shall be selected by the Settling States that have attorneys general from the Republican Party, and such MDT Trustees shall select the third MDT Trustee (the "**Settling States MDT Trustees**"); *provided* that notwithstanding the above, in each case, each MDT Trustee shall be appointed with the consent of the Ad Hoc Committee in consultation with the MSGE Group and the Debtors, and the DOJ shall have the right, in its discretion, to observe such selection process. The identity of the initial MDT Trustees shall be disclosed in the Plan Supplement. The appointment of the initial MDT Trustees shall be approved in the Confirmation Order, and such appointment shall be effective as of the Effective Date. Each Settling States MDT Trustee may be removed and replaced at any time by the unanimous vote of the MDT Advisory Council Representatives from the same political party as such Settling States that selected such Settling States MDT Trustee. In furtherance of and consistent with the purpose of the Master Disbursement Trust and the Plan, the MDT Trustees shall:

(1) have the power and authority to perform all functions on behalf of the Master Disbursement Trust;

(2) have the power and authority to perform all functions necessary to operate the Master Disbursement Trust, including, but not limited to, hiring employees or financial, tax, legal, or other necessary professionals to achieve the Master Disbursement Trust's objectives;

(3) be responsible for all decisions and duties with respect to the Master Disbursement Trust and the MDT Transferred Assets; and

(4) in all circumstances and at all times, act in a fiduciary capacity for the benefit and in the best interests of the MDT Beneficiaries, in furtherance of the purpose of the Master Disbursement Trust, and in accordance with the Plan, including Section 5.6(f) of the Plan, and the MDT Agreement.

(v) **Appointment and Role of the MDT Advisory Council.** There shall be an MDT Advisory Council established under the MDT Agreement that will consist of a total of seven (7) representatives (the "**MDT Advisory Council Representatives**," and each an "**MDT Advisory Council Representative**"), selected in the following manner: (i) two (2) representatives shall be selected by the representatives of Settling States that have a state attorney general from the Democratic Party; (ii) two (2) representatives shall be selected by the representatives of Settling States that have a state attorney general from the Republican Party, and (iii) these four (4) MDT Advisory Council Representatives shall select the fifth MDT Advisory Council Representative. In addition, one (1) MDT Advisory Council Representative shall be selected by the MDL Plaintiffs' Executive Committee and one (1) MDT Advisory Council Representative shall be selected by the MSGE Group. Notwithstanding anything in the foregoing to the contrary, in each case, each MDT Advisory Council Representative shall be appointed with the consent of the Ad Hoc Committee. The Master Disbursement Trust shall regularly report to the MDT Advisory Council with respect to the operations and activities of the Master Disbursement Trust and the handling of all payments and Distributions made from the Master Disbursement Trust to the extent set forth in the MDT Agreement.

(vi) **Obligations of the MDT Trustees**. The MDT Trustees shall take into account the interests of, and owe fiduciary duties to, each of the MDT Beneficiaries in making all decisions on behalf of the Master Disbursement Trust. In furtherance thereof:

(1) in the event of a Specified Breach (as defined in the Master Shareholder Settlement Agreement), the MDT Trustees will take into account the remaining rights of the Holders of MDT Claims as well as the interests of the Holders of MDT Interests in formulating and exercising appropriate remedies as they relate to the Shareholder Payment Parties and the Shareholder Release Snapback Parties, but shall in all events, to the extent there are obligations remaining to the Private Creditor Trusts upon such default, seek to utilize all other available sources of assets (including by first utilizing commercially reasonable efforts to pursue a Payment Remedy (as defined in the Master Shareholder Settlement Agreement) before electing to pursue a Shareholder Release Remedy) to pay all outstanding amounts owed to the Holders of MDT Claims then-due or to be paid in the future from amounts due from such Breaching Shareholder Family Group until such outstanding amounts have been paid in full;

(2) the Master Disbursement Trust shall provide no less than ten (10) Business Days' advance written notice (unless urgent circumstances require less notice) to each MDT Beneficiary of any material action proposed to be taken in respect of the MDT Shareholder Rights,

including any exercise of remedies under the Shareholder Settlement Agreements or the commencement or settlement of any litigation against any Shareholder Payment Party or Shareholder Release Snapback Party;

(3) to the extent there are any disputes raised by any MDT Beneficiary regarding the operation of the Master Disbursement Trust or the actions of the MDT Trustees (including, without limitation, any action related to the MDT Shareholder Rights), (A) any MDT Beneficiary shall have the right to seek resolution by the Bankruptcy Court of such a dispute, including seeking to enjoin any disputed action by the Master Disbursement Trust, and all MDT Trustees and MDT Beneficiaries shall have the right to be heard with regard to any such dispute, including by filing objections, declarations, statements in support or other pleadings (including with supporting evidence) or providing witness testimony at any hearing and (B) the Bankruptcy Court shall have exclusive jurisdiction to hear and resolve any such disputes, and shall be authorized to order appropriate relief (subject to the provisions of Section 5.6(f) of the Plan) and make a determination in an expedited manner, and in all events, shall make such a decision within thirty (30) days from the request for relief;

(4) upon the payment in full in Cash of any MDT Claim, the holder of such MDT Claim shall immediately cease to be an MDT Beneficiary for all purposes under the MDT Agreement, and the MDT Trustees shall have no further fiduciary duties to such holder, and such holder shall have no further rights to commence or participate in any action relating to the operations of the Master Disbursement Trust or the actions of the MDT Trustees;

(5) the Master Disbursement Trust shall (A) provide reasonable reporting to each of the other Creditor Trusts that hold MDT Claims regarding the MDT Trustees' activities at least every four (4) months (both cumulatively and in the period just ended), including with regard to the MDT Shareholder Rights (or any reporting received), any insurance proceedings, assets (including the value thereof), expenditures, distributions and forward-looking projections (subject to appropriate limitations to be agreed by the Debtors, the Governmental Consent Parties and the Creditors' Committee), (B) make themselves reasonably available in addition to holding at least one (1) call every four (4) months for the other Creditor Trustees to answer questions of such other Creditor Trustees relating to the Master Disbursement Trust's activities, (C) provide each Private Creditor Trust and the Public School Trust with quarterly reporting regarding Litigation Costs (as defined in the Master Shareholder Settlement Agreement) and other items relating

to litigation claims pertaining to such Creditor Trusts' applicable Creditor category as well as all other Creditor categories, and (D) provide the PI Trust with the information, consultation rights and notice as required pursuant to Section 5.2(e) of the Plan. Notwithstanding anything in the foregoing to the contrary, the Master Disbursement Trust shall not be required to provide any reporting to any Creditor Trust to which the Master Disbursement Trust's duties cease pursuant to Section 5.6(f)(iv) of the Plan;

(6) the MDT Trustees shall be obligated to comply with the terms of the Plan, including Section 5.6(f) of the Plan, and the MDT Agreement; and

(7) in the event of any inconsistency between the terms of Section 5.6(f) of the Plan and any other provision of the Plan or the MDT Agreement, the terms of Section 5.6(f) of the Plan shall govern unless the MDT Trustees and the Creditor Trustees for each of the Creditor Trusts mutually agree.

(vii) **Assumption of Channeled Claims and Master TDP**. As of the Effective Date, any and all liability of the Debtors and the other Protected Parties for any and all Channeled Claims shall automatically, and without further act, deed or court order, be channeled to and assumed by the Master Disbursement Trust solely for the purpose of effectuating the Master TDP, pursuant to which each Channeled Claim shall either be automatically channeled to and assumed exclusively by a Creditor Trust or otherwise Disallowed and released in full. All Channeled Claims channeled to a Creditor Trust in accordance with the Master TDP shall be administered and resolved solely pursuant to, and solely to the extent provided in, the applicable Creditor Trust TDP for such Creditor Trust. Distributions, in accordance with the applicable Creditor Trust TDP, from the Creditor Trust to which a Channeled Claim is channeled, in accordance with the Master TDP, shall be the sole source of recovery, if any, in respect of such Channeled Claim, and the Holder of such Channeled Claim shall have no other or further recourse to the Protected Parties, including the Master Disbursement Trust. All Channeled Claims that are Disallowed and released and not channeled to a Creditor Trust in accordance with the Master TDP shall have no recourse to any Protected Party, including the Master Disbursement Trust. For the avoidance of doubt, in no event shall any Channeled Claim have any recourse to the Assets of the Master Disbursement Trust. In furtherance of the foregoing, the Master Disbursement Trust, subject to and only to the extent provided in the MDT Documents, shall have all defenses, cross-claims, offsets and recoupments regarding the Channeled Claims that the Debtors, the Released Parties and the Shareholder Released Parties, as applicable, have, or would have had, under applicable law, but solely to the extent consistent with the MDT Documents and the Plan; *provided* that, subject to Section 10.8(c) of the

Plan, no such Claims, defenses or rights may be asserted against any Protected Party; and *provided, further*, that all such defenses, cross-claims, offsets and recoupments regarding any Channeled Claim that is channeled to a Creditor Trust in accordance with the Master TDP shall be transferred to such Creditor Trust with such Channeled Claim, at which point, the Master Disbursement Trust shall no longer have such defenses, cross-claims, offsets and recoupments regarding such Channeled Claim. For the avoidance of doubt, nothing in Section 5.6(g) of the Plan shall limit or affect the transfer of the MDT Insurance Rights.

(viii) **MDT Operating Expenses.** On the Effective Date, the Debtors shall establish and fund the MDT Operating Reserve, which shall vest in the Master Disbursement Trust in accordance with Section 5.6(b) of the Plan and be held and maintained by the MDT Trustees. Periodically, until the dissolution of the Master Disbursement Trust, the MDT Trustees will replenish the MDT Operating Reserve from Cash held or received by the Master Disbursement Trust to the extent deemed necessary by the MDT Trustees to satisfy and pay estimated future MDT Operating Expenses; provided, however, that subject only to Section 5.2(g) of the Plan, payments received by the Master Disbursement Trust on account of the Governmental Entity Shareholder Direct Settlement shall be immediately transferred to the Governmental Remediation Trust and shall not be used to fund a Replenishment Transfer or the MDT Operating Reserve, and shall not be used to pay the MDT Claims. The MDT Trustees shall create and maintain an annual budget of MDT Operating Expenses, which shall be reviewed by, and reasonably acceptable to, the MDT Advisory Council. All MDT Operating Expenses shall be satisfied and paid from the MDT Operating Reserve. The MDT Trustees shall be entitled to reasonable compensation and to retain and reasonably compensate counsel and other professionals, including any professional who represented parties in interest in the Chapter 11 Cases, to assist in the duties of the Master Disbursement Trust on such terms as the MDT Trustees deem appropriate without Bankruptcy Court approval, subject to the provisions of the MDT Agreement. The initial compensation of the MDT Trustees shall be reasonably acceptable to the Debtors and the Governmental Consent Parties, and thereafter shall be subject to the annual budgets prepared by the MDT Trustees.

(ix) **Transfer of the MDT Insurance Rights.** In furtherance of the transfer of the MDT Transferred Assets to the Master Disbursement Trust and in accordance with the MDT Agreement, on the Effective Date, the Debtors shall irrevocably transfer, grant and assign to the Master Disbursement Trust, and the Master Disbursement Trust shall receive and accept, any and all of the MDT Causes of Action and MDT Insurance Rights. To the extent any Insurance Company would be obligated in respect of any MDT Insurance Policy to pay any Channeled Claim on behalf of one or more of the Debtors, the Debtors shall transfer and assign to the Master Disbursement Trust the right to enforce such Insurance Company's

obligation. The foregoing transfer shall be (i) free and clear of all encumbrances and Causes of Action of any nature whatsoever, (ii) made to the maximum extent possible under applicable law, (iii) absolute and without requirement of any further action by the Debtors, the Liquidating Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Bankruptcy Court or any other Person, and (iv) governed by, and construed in accordance with, the Bankruptcy Code and the other applicable laws governing the applicable MDT Insurance Policies. Notwithstanding the foregoing, the Master Disbursement Trust shall become and remain liable in full for and shall satisfy, to the extent required under applicable law, any prospective premiums, deductibles, self-insured retentions and any other amounts or obligations arising in any way out of the receipt of payment from an Insurance Company in respect of the MDT Insurance Rights; *provided* that, for the avoidance of doubt, the Master Disbursement Trust will not be required to pay premiums or any other amounts for Purdue Insurance Policies that are not MDT Insurance Policies. The transfer of the MDT Insurance Rights contemplated in Section 5.6(i) of the Plan is not an assignment of any insurance policy itself. The Confirmation Order shall contain findings reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties related to or necessary to preserve all MDT Insurance Rights.

(x) **Transfer of MDT Shareholder Insurance Rights**. On the Effective Date, in consideration of the Shareholder Releases, the Shareholder Released Parties shall irrevocably transfer, grant, and assign to the Master Disbursement Trust, and the Master Disbursement Trust shall receive and accept, any and all MDT Shareholder Insurance Rights. Each Shareholder Released Party shall be deemed to have irrevocably transferred, granted, and assigned to the Master Disbursement Trust any and all MDT Shareholder Insurance Rights without further action and without further consideration to such Shareholder Released Party. Pursuant to the Plan, the foregoing transfer shall be (i) free and clear of all encumbrances and Causes of Action of any nature whatsoever, (ii) made to the maximum extent possible under applicable law, (iii) absolute and without requirement of any further action by the Shareholder Released Parties, the Debtors, the Liquidating Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Bankruptcy Court or any other Person, and (iv) governed by, and construed in accordance with, the Bankruptcy Code and the other applicable laws governing the MDT Shareholder Insurance Rights. The transfer of the MDT Shareholder Insurance Rights is not an assignment of any insurance policy itself. For the avoidance of doubt, the transfer of the MDT Shareholder Insurance Rights is in addition to the other obligations of the Shareholder Released Parties set forth in the Plan. The Shareholder Released Parties will make best efforts to provide the Master Disbursement Trust access to information and copies of documents that are reasonably necessary to preserve, secure, or obtain the benefit of the MDT Shareholder Insurance Rights, and will comply in all respects with the Plan to preserve,

secure, or obtain the benefit of the MDT Shareholder Insurance Rights, including but not limited to the obligations set forth in Section 8.8(b) of the Plan. The Confirmation Order shall contain findings reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties related to or necessary to preserve all MDT Shareholder Insurance Rights. Notwithstanding the foregoing in this paragraph, to the extent that (y) a Shareholder Released Party has, prior to the Effective Date, provided notice of a Claim under a Reserved MDT Insurance Policy under which a Shareholder Released Party is covered and (z) such Claim is not one for which such Shareholder Released Party receives the benefit of the Shareholder Releases (a "**Retained Shareholder Insurance Claim**"), such Shareholder Released Party shall not be deemed to have irrevocably transferred, granted, and assigned to the Master Disbursement Trust the Retained Shareholder Insurance Claim, and such Shareholder Released Party shall be entitled to pursue any such Retained Shareholder Insurance Claim prior to and after the Effective Date; provided that, notwithstanding the foregoing, with respect to the Retained Shareholder Insurance Claims, each Shareholder Released Party, in consideration of the Shareholder Releases, (A) will confer and fully cooperate with the Master Disbursement Trust in connection with the settlement of all claims or rights under such MDT Insurance Policy, including the Retained Shareholder Insurance Claims, and including but not limited to as set forth in Section 8.8(b)(i) of the Plan, and (B) in the event the Master Disbursement Trust has obtained settlement terms that it deems acceptable in its sole discretion, and such settlement terms include a settlement of any Retained Shareholder Insurance Claim, each Shareholder Released Party with rights under such Retained Shareholder Insurance Claim shall be deemed to consent to the release of any claims or rights held by such Shareholder Released Party against and under such MDT Insurance Policy, with the same effect as if such Shareholder Released Party had executed such settlement agreement, and without further consideration to such Shareholder Released Party from the insurance settlement proceeds or otherwise in respect of such settlement. After the Effective Date, no Shareholder Released Party shall be entitled to submit a claim under any MDT Insurance Policy (with the exception of a current or former director, officer, manager, authorized agent or employee that is not a Sackler Family Member, but solely to the extent such individual has a right to submit a claim after the Effective Date pursuant to Section 8.8(b)(ii) of the Plan).

(xi) **Shareholder Insurance Release**. On the Effective Date, in consideration of the Shareholder Releases, all Sackler Family Members shall irrevocably, fully and forever release and discharge any obligation to indemnify and/or to defend the Sackler Family Members under the Isosceles Insurance Ltd. policy number PPLP-01/2019 for any Claim or loss of any type or nature whatsoever, whether known or unknown. The Sackler Family Members hereby surrender all rights, interest in and Claim to any benefit under the Isosceles Insurance Ltd. policy number PPLP-01/2019, and acknowledge

that (i) all rights, interest in and Claim to any benefit they may have under the Isosceles Insurance Ltd. policy number PPLP-01/2019 are fully terminated on the Effective Date; and (ii) after the Effective Date, the Sackler Family Members will not receive and cannot claim any further benefits under the Isosceles Insurance Ltd. policy number PPLP-01/2019 for any time period and shall have no rights whatsoever under or relating to the Isosceles Insurance Ltd. policy number PPLP-01/2019.

(xii) **Institution and Maintenance of Legal and Other Proceedings**. As of the date upon which the Master Disbursement Trust is established, the Master Disbursement Trust shall be empowered to initiate, prosecute, defend and resolve all legal actions and other proceedings related to any Asset, liability or responsibility of the Master Disbursement Trust, including in respect of the MDT Causes of Action, the MDT Insurance Rights and the MDT Shareholder Rights. Such legal actions and other proceedings shall be limited solely to those required for the purposes of satisfying the responsibilities of the Master Disbursement Trust, including in respect of the MDT Causes of Action, the MDT Insurance Rights and the MDT Shareholder Rights. The Master Disbursement Trust shall be empowered to initiate, prosecute, defend and resolve all such actions in the name of the Debtors or their Estates, in each case if deemed necessary or appropriate by the MDT Trustees. The Master Disbursement Trust shall be responsible for the payment of all damages, awards, judgments, settlements, expenses, costs, fees and other charges incurred subsequent to the date upon which the Master Disbursement Trust is established arising from, or associated with, any legal action or other proceeding brought pursuant to the foregoing.

(xiii) **U.S. Federal Income Tax Matters Relating to the Master Disbursement Trust**. The Master Disbursement Trust is intended to be treated, and shall be reported, as a "qualified settlement fund," and the receipt of (i) any MDT Transferred Assets (and any other amounts received by the Master Disbursement Trust pursuant to the Plan) that are treated as amounts transferred to the Master Disbursement Trust for purposes of Treasury Regulations section 1.468B-2(b)(1) and (ii) the proceeds received in respect of any MDT Transferred Assets (and any other amounts received by the Master Disbursement Trust pursuant to the Plan) that are not described in clause (i) above (including, without limitation, proceeds received in respect of the MDT Shareholder Rights) by the Master Disbursement Trust are intended to be treated as amounts transferred by, or on behalf of, a "transferor" to a "qualified settlement fund," within the meaning of Treasury Regulations section 1.468B-1 for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes, to the extent applicable. All parties (including, without limitation, the Shareholder Payment Parties, Holders of Claims against or Interests in the Debtors, the Related Parties of such Holders, the Debtors, the Creditor Trusts, the Creditor Trustees, the MDT Trustees and the Master Disbursement Trust) shall report consistently with the foregoing for all

applicable tax reporting purposes. An MDT Trustee shall be the "administrator," within the meaning of Treasury Regulations section 1.468B-2(k)(3), of the Master Disbursement Trust. The administrator of the Master Disbursement Trust shall be responsible for filing all tax returns required to be filed by or on behalf of the Master Disbursement Trust and the payment, out of the Assets of the Master Disbursement Trust, of any taxes due by or imposed on the Master Disbursement Trust. The MDT Trustees may request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the Master Disbursement Trust for all taxable periods through the dissolution of the Master Disbursement Trust. Nothing in Section 5.6(m) of the Plan shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

(xiv) **Distributions from the Master Disbursement Trust Free and Clear**. All Distributions made by the Master Disbursement Trust to the MDT Beneficiaries shall be made in accordance with the notice provisions of the Shareholder Settlement Agreements, as applicable, and in the absence of applicable notice provisions therein to the applicable Creditor Trust, as directed in writing by the corresponding trustees, on no less than ten (10) Business Days' notice to all MDT Beneficiaries; *provided* that such advance notice requirements shall not be required for the Initial Private Creditor Trust Distributions, Initial Public Creditor Trust Distributions or the Initial Public Schools Distribution. Such Distributions thereafter shall become the property of such MDT Beneficiary, 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. Such distributions to each Creditor Trust shall become the property of such Creditor Trust, and shall be used for the administration (including the payment of Creditor Trust Operating Expenses) of such Creditor Trust, to make Distributions on account of Channeled Claims channeled to such Creditor Trust in accordance with the applicable Creditor Trust TDP and for such other purposes as may be specifically set forth in the applicable Creditor Trust Documents.

(xv) D**issolution, Release of Reserves and Residual Value**. The Master Disbursement Trust shall be dissolved and the MDT Trustees shall be discharged from their respective duties with respect to the Master Disbursement Trust upon completion of their duties as set forth in the Plan and the MDT Agreement, which, for the avoidance of doubt, shall be no earlier than the date on which (i) all Assets held by the Master Disbursement Trust, including the MDT Transferred Assets, have been liquidated and (ii) all payments and other distributions required to be made from the Master Disbursement Trust under the Plan and the MDT Agreement have been made, including payment in full in Cash of all MDT Claims, unless dissolution on an earlier date is authorized pursuant to a Final Order of the

Bankruptcy Court. Upon dissolution of the Master Disbursement Trust, any Cash remaining in the MDT Operating Reserve or otherwise held by the Master Disbursement Trust shall be distributed in accordance with the MDT Priority Waterfall and the MDT Agreement; *provided* that, in the event the Master Disbursement Trust is dissolved prior to the payment in full in Cash of all MDT Claims, all outstanding amounts under such MDT Claims shall be deemed due and payable for purposes of the distribution of such remaining Cash pursuant to the MDT Priority Waterfall. Subject to the foregoing sentences, the Master Disbursement Trust shall be dissolved at such time as the MDT Trustees determine that the administration of any remaining assets of the Master Disbursement Trust is not likely to yield sufficient additional proceeds to justify further pursuit.

(xvi) **Exculpation and Indemnification of the MDT Trustee and the MDT Advisory Council Representatives**. To the maximum extent permitted by applicable law, each of the MDT Trustees, and MDT Advisory Council Representatives shall not have or incur any liability for actions taken or omitted in his or her capacity as an MDT Trustee or MDT Advisory Council Representative, or on behalf of the Master Disbursement Trust, except those acts found by Final Order to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all of his or her actions or inactions in his or her capacity as an MDT Trustee or MDT Advisory Council Representative, or on behalf of the Master Disbursement 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 MDT Agreement, in each case, except for any actions or inactions found by Final Order to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of the MDT Trustees or the MDT Advisory Council Representatives shall be satisfied from the MDT Operating Reserve.

7. Special Operating Reserve; Released Claims Reserves.

(i) Establishment of Special Operating Reserve and Released Claims Reserves.

(1) On or before the Effective Date, the Debtors shall establish the Special Operating Reserve which shall vest in the Master Disbursement Trust in accordance with Section Article IVD.6(ii) of the Plan and be held and maintained by the Master Disbursement Trust. The Special Operating Reserve shall be funded initially in the aggregate amount of $200 million by withholding, in each case from Shareholder Estate Settlement Distributions, (a) $20 million from the Initial Private Creditor Trust Distributions and the Initial Public Schools Distribution and (b) $180 million from the Initial Public Creditor Trust Distributions (the "**SOR Holdback**"). The Master

Disbursement Trust, as administrative agent, shall facilitate the releases from the Special Operating Reserve in accordance with terms and consent procedures set forth in Exhibit N to the Master Shareholder Settlement Agreement.

(2) On the Effective Date, each Creditor Trust shall establish the Released Claims Reserves and, once amounts are funded from the corresponding Creditor Trust PRA Non-Participating Claims Reserves in accordance with Section 7.8(b) of the Plan or Section 7.8(c) of the Plan, as applicable, be otherwise held and maintained by such Creditor Trust with the Master Disbursement Trust serving as administrative agent with respect thereto. The Master Disbursement Trust, as administrative agent, shall facilitate the releases from the Released Claims Reserves in accordance with terms and consent procedures set forth in Exhibit N to the Master Shareholder Settlement Agreement.

(ii) **Reversion of Special Operating Reserve and Released Claims Reserves.** Subject in all respects to the Master Shareholder Settlement Agreement, on the First Reversion Date, (A) one third (1/3) of the balance of each of the Special Operating Reserve and each Released Claims Reserves will be released to the Master Disbursement Trust or the applicable Creditor Trust, respectively, after completion of all requirements set forth in the Master Shareholder Settlement Agreement and (B) Replenishment Transfers shall cease.

(1) Unless and until Material Litigation is commenced or continued prior to any of the times set forth below against any Shareholder Released Party after the First Reversion Date, then:

(A) Upon the first anniversary of the First Reversion Date, if and only if no Material Litigation is or has been pending for the prior thirty (30) days, fifty percent (50%) of each of the remaining balance of the Released Claims Reserves and Special Operating Reserves will be released to the applicable Creditor Trust or the Master Disbursement Trust, respectively;

(B) Upon the second anniversary of the First Reversion Date, if and only if no Material Litigation is or has been pending for the prior thirty (30) days, fifty percent (50%) of each of the remaining balance of the Released Claims Reserves and Special Operating Reserve will be released to the applicable Creditor Trust or the Master Disbursement Trust, respectively; and

(C) Thereafter, upon the date when no litigation is or has been pending for the prior thirty (30) days, the remaining balance of each of the Released Claims Reserves and Special Operating Reserve will be released to the applicable Creditor Trust or the Master Disbursement Trust, respectively.

(2) Upon a Suspension Event:

(A) All releases from the Released Claims Reserves and Special Operating Reserve described in Section 5.7(b)(i) of the Plan shall cease; and

(B) If the Material Litigation is of the type referenced in clause (1)(a) of the definition of "Material Litigation" in the Master Shareholder Settlement Agreement (i.e., any litigation by a Material Litigant against Shareholder Released Parties regarding Covered Conduct) or clause (2) thereof (500 or more separate lawsuits (i.e., not aggregated and not in a class) pending against Shareholder Released Parties concerning Covered Conduct being pursued by non-Material Litigants), the Master Disbursement Trust shall resume Replenishment Transfers pursuant to Section 5.7(b)(i) of the Plan.

(C) Following a Suspension Event, a new First Reversion Date shall occur on the next date when no Material Litigation is or has been pending for thirty (30) days. The Sackler Parties' Representative shall report the occurrence of a new First Reversion Date to the Master Disbursement Trust in accordance with Section 7(b)(v)(B) of Exhibit N the Master Shareholder Settlement Agreement. On such new First Reversion Date or as soon as reasonably practicable thereafter, Replenishment Transfers shall cease and one third (1/3) of the balance of each of the Special Operating Reserve and Released Claims Reserves will be released to the Master Disbursement Trust and/or the applicable Creditor Trust, respectively, in accordance with Section 5.7(b)(iii) of the Plan, after completion of all requirements set forth in Exhibit N to the Master Shareholder Settlement Agreement.

Thereafter:

(D) Upon the first anniversary of the First Reversion Date, if and only if no Material Litigation is or has been pending for the prior thirty (30) days, one half (1/2) of the remaining balance of each of the Special Operating Reserve will be released to the Master Disbursement Trust and Released Claims Reserves will be released to the applicable Creditor Trust;

(E) Upon the second anniversary of the First Reversion Date, if and only if no Material Litigation is or has been pending for the prior thirty (30) days, one half (1/2) of the remaining balance of each of the Special Operating Reserve will be released to the Master Disbursement Trust and Released Claims Reserves will be released to the applicable Creditor Trust; and

(F) Thereafter, upon the date when no litigation against any of the Shareholder Released Parties with respect to Covered Conduct is or has been pending for the prior thirty (30) days, the remaining balance of each of the Special Operating Reserve will be released to the Master Disbursement Trust and Released Claims Reserves will be released to the applicable Creditor Trust;

provided, that if money remains in the Released Claims Reserves or the Special Operating Reserve after the twelfth (12^{th}) SSA Payment Date, then:

(G) All remaining funds in the Released Claims Reserves will be released to the applicable Creditor Trust no later than thirty (30) days after the first date that no Material Litigation against any of the Shareholder Released Parties with respect to Covered Conduct is pending.

(H) All but $25 million of the remaining funds in the Special Operating Reserve will be released to the Master Disbursement Trust for the benefit of the applicable Creditor Trust(s) no later than six (6) months after the first date that no Material Litigation against any of the Shareholder Released Parties with respect to Covered Conduct is pending; and all funds remaining in the Special Operating Reserve from the $25 million described in clause (H) of this proviso will be released to the Master Disbursement Trust for distribution to the Creditor Trusts pursuant to Section 5.7(b)(iii) no later than six (6) months after the first date that no litigation against any of the Shareholder Released Parties with respect to Covered Conduct is pending.

(3) Master Disbursement Trust shall first allocate all reversion funds received from the Special Operating Reserve to the Private Creditor Trusts in proportion to their respective SOR Holdback until they have received a cumulative amount of such reversion funds equal to the Private Claimants' Priority Reversion.

(4) If by the ninth (9th) SSA Payment Date the Master Disbursement Trust has not made allocations to the Private Creditor Trusts pursuant to Section 5.7(b)(iii) of the Plan in an amount equal to the Private Claimants' Priority Reversion, then the Special Operating Reserve shall release funds to the Master Disbursement Trust for distribution to the Private Creditor Trusts on the ninth (9th) SSA Payment Date in an amount equal to the shortfall. Upon a release from the Special Operating Reserve to the Master Disbursement Trust pursuant to Sections 5.7(b)(i)(C), 5.7(b)(ii)(C) of the Plan, the Master Disbursement Trust will allocate $200,000 immediately prior to such release to the Private Creditor Trusts.

(iii) **U.S. Federal Income Tax Matters Relating to the Special Operating Reserve and Released Claims Reserves.** The Special Operating Reserve and each of the Released Claims Reserves are intended to be treated and shall be reported as separate qualified settlement funds within the meaning of Treasury Regulations section 1.468B-1 for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes. The Master Shareholder Settlement Agreement provides that PRA L.P. shall timely elect pursuant to Treasury Regulations Section 1.468B-1(k) (and any applicable state and local income tax purposes), to treat the Special Operating Reserve and each of the Released Claims Reserves as a "grantor trust," all of which is owned, for federal and applicable state and local income tax purposes only, by PRA L.P., and that PRA L.P. shall maintain such election and shall not revoke such election without the prior written consent of the Master Disbursement Trust and/or the applicable Creditor Trusts, and Section 5.7(c) of the Plan assumes that is the case. All parties (including the Shareholder Payment Parties, the Debtors, the Plan Administration Trustee, each applicable Creditor Trustee, the MDT Trustees and Holders of Non-Participating Claims) shall be required to report for tax purposes in a manner consistent with the foregoing. An MDT Trustee shall be the "administrator" of the Special Operating Reserve. The Creditor Trustee corresponding to the Creditor Trust that holds each Released Claims Reserve shall be the "administrator" of each such Released Claims Reserve. The Master Shareholder Settlement Agreement provides that PRA L.P. shall take into account all items of income, gain, loss, deduction and credit (including capital gains and losses) recognized by or otherwise attributable to the Special Operating Reserve and each Released Claims Reserve for U.S. federal (and any applicable state or local) income tax purposes on its tax returns. An MDT Trustee or a Creditor Trustee, as applicable, may request an expedited determination of taxes of the Special Operating Reserve or any of the Released Claims Reserves, as applicable, under section 505(b) of the Bankruptcy Code for all returns, if any, filed for, or on behalf of, the Special Operating Reserve or Released Claims Reserves for all taxable periods through the dissolution of the Special Operating Reserve or Released Claims Reserve, as applicable. Nothing in Section 5.7(c) of the Plan shall be deemed to determine, expand or contract the

jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

8. Creditor Trusts

(i) **Establishment and Purpose of the Creditor Trusts**. The Confirmation Order shall endorse and direct, to the extent not already established, the establishment of the Creditor Trusts on or prior to the Effective Date in accordance with the terms of the respective Creditor Trust Documents. The Creditor Trusts shall be independent from the Holders of Claims against the Debtors and shall be subject to the exclusive jurisdiction of the Bankruptcy Court (other than as specifically set forth in the Creditor Trust Documents). The Creditor Trusts shall be established for the purposes described in the Plan and any other purposes more fully described in the Creditor Trust Documents. Each Creditor Trust shall, in each case, in accordance with the Plan, the Confirmation Order and the applicable Creditor Trust Documents:

(1) hold, manage and invest all funds and other Assets received by such Creditor Trust from the Debtors and the Master Disbursement Trust, as applicable (including, with respect to the Public Creditor Trusts, the MDT Interests), in each case, for the benefit of the beneficiaries of such Creditor Trust;

(2) hold and maintain the Creditor Trust Operating Reserve of such Creditor Trust;

(3) administer, process, resolve and liquidate Channeled Claims, including Non-Participating Channeled Claims, applicable to such Creditor Trust, in each case as provided in the applicable Creditor Trust Documents;

(4) establish and administer the applicable Creditor Trust Non-Participating Claims Reserves;

(5) establish and administer the applicable Released Claims Reserves; and

(6) exercise rights over any proposed use of funds in the applicable Released Claims Reserve held in such Creditor Trust to the extent set forth in Exhibit N and Exhibit Z to the Master Shareholder Settlement Agreement.

(ii) **Role of the Creditor Trustees**. In furtherance of and consistent with the purposes of the Creditor Trusts and the Plan, the Creditor Trustees shall have the power and authority to perform all functions on behalf of the respective Creditor Trusts, subject to the Creditor Trust Documents for such Creditor Trusts. The Creditor Trustees shall undertake all administrative responsibilities as are provided in the Plan and the applicable Creditor Trust

Documents. The Creditor Trustees shall be responsible for all decisions and duties with respect to the respective Creditor Trusts, subject to the Creditor Trust Documents for such Creditor Trusts. In all circumstances, each Creditor Trustee shall be independent and disinterested and, in its capacity as a Creditor Trustee, shall act in the best interests of the beneficiaries of such Creditor Trust, in furtherance of the purpose of such Creditor Trust and in accordance with the Plan and the applicable Creditor Trust Documents. In accordance with the Creditor Trust Documents, each Creditor Trustee shall serve in such capacity through the earlier of (x) the date that the applicable Creditor Trust is dissolved in accordance with the applicable Creditor Trust Documents and (y) the date such Creditor Trustee resigns, is terminated or is otherwise unable to serve for any reason.

(iii) **Appointment of the Creditor Trustees and Creditor Trust Overseers**. In furtherance of and consistent with the purposes of the Creditor Trusts and the Plan, the Creditor Trust Documents for each of the Creditor Trusts shall provide for the appointment of the Creditor Trustees and, if applicable, Creditor Trust Overseers for each of the Creditor Trusts. The identity of the initial Creditor Trustees and the initial Creditor Trust Overseers shall be as disclosed in the Plan Supplement as of the date hereof, or shall otherwise be:

(1) with respect to the Governmental Remediation Trust, selected in accordance with the terms of the Governmental Remediation Trust Documents;

(2) with respect to the Tribe Trust, selected by the Native American Tribe Group with the consent of the Debtors (which consent shall not be unreasonably withheld, delayed or denied);

(3) with respect to each of the following Private Creditor Trusts, selected as follows: (A) with respect to the TPP Trust, by the Third-Party Payor Group, (B) with respect to the Healthcare Provider Trust, by the Ad Hoc Group of Hospitals, (C) with respect to the ERP Trust, by the ERP Trustee (and, for the avoidance of doubt, the Creditor Trustee and/or Creditor Trust Overseer for the ERP Trust may be the ERP Trustee) and (D) with respect to the PI Trust, by the Ad Hoc Group of Individual Victims; and

(4) with respect to the Public School Trust, by the Public School District Claimants.

(iv) **PI Trust Distributions**.

(1) The PI Trust shall, in accordance with the Plan, the Confirmation Order and the PI Trust Documents, make Distributions on account of Allowed PI Channeled Claims to Holders of such Allowed PI

Channeled Claims, subject to the PI Trust Deductions and Holdbacks, which Distributions may be made directly (i) to the Holder of the PI Claim (if pro se), or (ii) to counsel for the Holder of the PI Claim by (A) payment to the respective counsel's client trust account or by sending a check to the respective counsel's address that is payable jointly to such counsel and the Holder of the PI Claim, or (B) payment to the Sub-Qualified Settlement Fund for such counsel. The PI Trust shall establish the PI Trust NAS Fund and the PI Trust Non-NAS Fund, and shall deposit (i) the NAS PI Portion into the PI Trust NAS Fund and (ii) the Non-NAS PI Portion into the PI Trust Non-NAS Fund, in each case, periodically as funds are received by the PI Trust. The PI Trust shall make Distributions on account of Allowed NAS PI Channeled Claims solely from the PI Trust NAS Fund in accordance with the NAS PI TDP, and shall make Distributions on account of Allowed Non-NAS PI Channeled Claims solely from the PI Trust Non-NAS Fund in accordance with the Non-NAS PI TDP, in each case, subject to the PI Trust Deductions and Holdbacks. The PI Trust shall reserve the NAS Medical Expense Claim Settlement Reserve Amount, which shall be paid to the United States in accordance with Section 5.2(i)(i) of the Plan.

(2) Subject to the terms of the PI Trust Documents, checks or digital payments issued by the PI Trust directly to Holders of PI Claims shall be null and void if not negotiated or claimed, respectively, within 180 calendar days from and after the date of issuance thereof, unless, in each case, the PI Claims Administrator determines, in its sole discretion, there was good cause for any Holder's failure to do so. After such 180-calendar-day period, the relevant PI Claim (and any Claim for reissuance of the original check or digital payment) shall be automatically discharged and forever barred and all title to and all beneficial interests in the cash represented by any such non-negotiated check or unclaimed digital payment shall revert to the PI Trust and may be redistributed by the PI Trust in accordance with the terms of the Plan and the PI Trust Documents.

(3) Except as otherwise set forth in Section 5.8(d)(iv) of the Plan, (A) the PI Trust shall have no obligation to reserve or set aside any funds for PI Claims that may be transmitted by Kroll to the PI Trust more than fourteen (14) days after the Effective Date, and (B) the PI Trust shall be fully released and discharged from any liability or responsibility with respect to any PI Claims not affirmatively identified and delivered to the PI Trust by Kroll within fourteen (14) days following the Effective Date.

(4) To the extent that there are any proofs of claim filed by Holders of PI Claims on or before the Effective Date that are not provided to

the PI Trust within fourteen (14) days of the Effective Date, Kroll shall indemnify the PI Trust solely for any amounts owing to such Holder (not to exceed $15,000 per Holder) to the extent that at the time such Holder of a PI Claim seeks payment from the PI Trust, the PI Trust does not have funds and does not reasonably expect to receive funds to pay such Holder (and, for the avoidance of doubt, the PI Trust shall not be required to reserve any amounts for such payments, except as otherwise described in the Plan). For purposes of this provision, and consistent with the PI Trust Agreement and the PI TDP, the PI Trust shall be permitted to use uncashed checks or unclaimed digital payments available pursuant to Section 5.8(d)(ii) to satisfy the amount (if any) owing to such Holder of a PI Claim and the PI Trust shall be required to exhaust such uncashed checks or unclaimed digital payments and any other available funds prior to seeking indemnification from Kroll. Further, and for the avoidance of doubt, if the claim of any Holder of a PI Claim that filed a proof of claim as of the Bar Date is wrongly placed in a different Class under the Plan, and is later moved to Class 10(a) or Class 10(b) after the Effective Date and such Holder is entitled to any Distribution under the PI Trust, Kroll shall not be responsible for any indemnification of such Claim, and the PI Trust shall reserve $1,000,000 for distribution to such Holders. For the avoidance of doubt, except as otherwise expressly set forth in Section 5.8(d)(iv) of the Plan, nothing in Section 5.8(d) shall limit or otherwise modify the scope of the exculpation and releases granted to Kroll under the Plan, including pursuant to Sections 10.6(a), 10.6(b) and 10.12 of the Plan.

(v) **Rights of the Creditor Trustee for the TPP Trust under the LRP Agreement**. Pursuant to and in accordance with the LRP Agreement, the Creditor Trustee for the TPP Trust shall have the right (i) to inquire periodically with the Creditor Trustee for the PI Trust, the claims administrator appointed in respect of the PI Trust and the escrow agent for the TPP LRP Escrow Account as to whether the TPP LRP Escrow Account has been properly funded and payments therefrom are being made to the LRP Participating TPPs as required under the LRP Agreement, and to request evidence of the same and (ii) to seek entry of an order by the Bankruptcy Court enforcing the LRP Agreement, including the obligations to provide such information and evidence, in the event the Creditor Trustee for the TPP Trust reasonably believes that the TPP LRP Escrow Account has not been properly funded as required by the LRP Agreement, payments have not been made to LRP Participating TPPs as required by the LRP Agreement, and/or any of the Creditor Trustee for the PI Trust, the claims administrator appointed in respect of the PI Trust and the escrow agent for the TPP LRP Escrow Account is not responding to reasonable requests by the Creditor Trustee for the TPP Trust for such information and evidence.

(vi) **Assumption of Obligations and Liabilities**. In furtherance of the purposes of the Plan and the Creditor Trusts, pursuant to the Master TDP and subject to the applicable Creditor Trust Documents, each Creditor Trust shall (i) expressly assume sole and exclusive responsibility and liability for (A) the Channeled Claims channeled to such Creditor Trust in accordance with the Master TDP and (B) all Creditor Trust Operating Expenses of such Creditor Trust and (ii) have (A) the rights provided to such Creditor Trust in accordance with the Private Entity Settlements and Public Entity Settlements and (B) all defenses, cross-claims, offsets and recoupments regarding such Channeled Claims that the Debtors, the Released Parties and the Shareholder Released Parties, as applicable, have, or would have had, under applicable law, but solely to the extent consistent with the applicable Creditor Trust Documents and the Plan; *provided* that no such Claims, defenses or rights may be asserted against any Protected Party.

(vii) **Administration of Channeled Claims and Creditor Trust TDPs**. Pursuant to the Master TDP, (1) all Non-Federal Domestic Governmental Channeled Claims will be administered by the Governmental Remediation Trust and resolved in accordance with, and to the extent provided in, the Governmental Remediation Trust Documents, (2) all Tribe Channeled Claims will be administered by the Tribe Trust and resolved in accordance with, and to the extent provided in, the Tribe TDP, (3) all Third-Party Payor Channeled Claims will be administered by the TPP Trust and resolved in accordance with, and to the extent provided in, the TPP TDP, (4) all Healthcare Provider Channeled Claims will be administered by the Healthcare Provider Trust and resolved in accordance with, and to the extent provided in, the Healthcare Provider TDP, (5) all Public School Channeled Claims will be administered by the Public School Trust and resolved in accordance with, and to the extent provided in, the Public School TDP, (6) all ER Physician Channeled Claims will be administered by the ERP Trust and resolved in accordance with, and to the extent provided in, the ERP TDP, and (7) all PI Channeled Claims will be administered by the PI Trust and resolved in accordance with, and to the extent provided in, the PI TDP. Each of the Creditor Trusts shall be funded in accordance with the Public Entity Settlements and the Private Entity Settlements, as applicable. The Creditor Trust shall, in accordance with, and to the extent provided in, the applicable Creditor Trust Documents and/or the Creditor Trust TDPs, (y) determine the eligibility, amount and Allowance (if applicable) of such Channeled Claims; and (z) make all determinations with respect to Distributions to be made by the respective Creditor Trusts. The foregoing determinations by the Creditor Trusts shall be final and binding, and shall not be subject to any challenge or review of any kind, by any court or other Person, except as set forth in the Creditor Trust TDPs. Distributions by the Creditor Trusts shall be the sole source of recovery, if any, in respect of Channeled Claims, and Holders of Channeled Claims shall have no other or further recourse to the Protected Parties; *provided* that the foregoing shall

not diminish, or otherwise alter, the rights of LRP Participating TPPs under the LRP Agreement or the rights of non-LRP Participating TPPs at law.

(viii) **Trust Reporting Obligations.** Each of the Creditor Trusts shall be required to provide (i) any periodic forwarding, not more frequently than every three months, of applicable bank statements with respect to the Released Claims Reserves and Claims Reserves, or, (ii) solely at the applicable trustee's election, such other reporting as provides the Master Disbursement Trust with substantially similar relevant information as appears in such bank statements, in each case, which the applicable trustee may redact (or cause to be redacted) to exclude information that it considers not reasonably necessary for the Master Disbursement Trust to provide information with respect to the Released Claims Reserves and Claims Reserves.

(ix) **Institution and Maintenance of Legal and Other Proceedings**. As of the date upon which each Creditor Trust is established, such Creditor Trust shall be empowered to initiate, prosecute, defend and resolve all legal actions and other proceedings related to any Asset, liability or responsibility of such Creditor Trust. Such legal actions and other proceedings shall be limited solely to those required for purposes of reconciling, administering or defending against the Channeled Claims channeled to such Creditor Trust and for enforcing the rights of such Creditor Trust under the Plan and the Plan Documents (including the rights of the Creditor Trustee for the TPP Trust specifically enumerated in the LRP Agreement). Each Creditor Trust shall be empowered to initiate, prosecute, defend and resolve all such actions in the name of the Debtors or their Estates, in each case if deemed necessary by the applicable Creditor Trustee to fulfill the purposes for which such Creditor Trust was created. Each Creditor Trust shall be responsible for the payment of all damages, awards, judgments, settlements, expenses, costs, fees and other charges incurred subsequent to the date upon which such Creditor Trust is established arising from, or associated with, any legal action or other proceeding brought pursuant to the foregoing. For the avoidance of doubt, each Creditor Trust, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and applicable state corporate law, is appointed as the successor-in-interest to, and representative of, the Debtors and their Estates for the retention, enforcement, settlement or adjustment of the applicable Channeled Claims channeled to such Creditor Trust.

(x) **Creditor Trust Operating Expenses**. The Creditor Trustees shall be entitled to reasonable compensation and to retain and reasonably compensate counsel and other professionals to assist in their duties without Bankruptcy Court approval, subject to the provisions of the applicable Creditor Trust Documents. Creditor Trust Operating Expenses of each Creditor Trust shall be satisfied and paid from such Creditor Trust's Creditor Trust Operating Reserve in accordance with the applicable Creditor Trust Documents. Periodically, until the dissolution of a Creditor

Trust, the applicable Creditor Trustee will replenish the Creditor Trust Operating Reserve from Cash held or received by such Creditor Trust to the extent deemed necessary by such Creditor Trustee to satisfy and pay estimated future Creditor Trust Operating Expenses in accordance with the Creditor Trust Documents.

(xi) **U.S. Federal Income Tax Matters Relating to the Creditor Trusts and Sub-Qualified Settlement Funds**. Each Creditor Trust (other than any Tribe Trust entity that is formed as a legal entity other than a trust) and each Sub-Qualified Settlement Fund is intended to be treated, and shall be reported, as a "qualified settlement fund," and the Initial Private Creditor Trust Distributions, distributions on account of the MDT Private Claims, Public Creditor Trust Distributions, Initial Public Schools Distribution, distributions on account of the MDT Public School Districts Claim, the right to receive Governmental NewCo Distributable Cash, distributions from the PI Trust to a Sub-Qualified Settlement Fund and any other amounts received pursuant to the Plan, as applicable, made to the applicable Creditor Trust or Sub-Qualified Settlement Fund are intended to be treated as amounts transferred by, or on behalf of, a "transferor" to a "qualified settlement fund," within the meaning of Treasury Regulations section 1.468B-1 for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes to the extent applicable. All parties (including, without limitation, the Shareholder Payment Parties, Holders of Claims against or Interests in the Debtors, the Related Parties of such Holders, the Debtors, the Creditor Trusts, the Creditor Trustees, the MDT Trustees and the Master Disbursement Trust) will be required to report consistently with the foregoing for all applicable tax reporting purposes. A Creditor Trustee from each relevant Creditor Trust shall be the "administrator" within the meaning of Treasury Regulations section 1.468B-2(k)(3) of the applicable Creditor Trust, and the order establishing each Sub-Qualified Settlement Fund shall identify the administrator for each such Sub-Qualified Settlement Fund. The administrator of each such Creditor Trust or Sub-Qualified Settlement Fund shall be responsible for filing all tax returns required to be filed by or on behalf of the applicable Creditor Trust or Sub-Qualified Settlement Fund and the payment, out of the assets of such Creditor Trust or Sub-Qualified Settlement Fund, of any taxes due by or imposed on such Creditor Trust or Sub-Qualified Settlement Fund. Each Creditor Trustee and any administrator of a Sub-Qualified Settlement Fund may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the applicable Creditor Trust or Sub-Qualified Settlement Fund for all taxable periods through the dissolution of such Creditor Trust or Sub-Qualified Settlement Fund. Nothing in Section 5.8(k) of the Plan shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

(xii) **Exculpation and Indemnification of the Creditor Trustees and the Creditor Trust Overseers.** To the maximum extent permitted by applicable law, each of the Creditor Trustees and Creditor Trust Overseers shall not have or incur any liability for actions taken or omitted in his or her capacity as a Creditor Trustee or Creditor Trust Overseer, or on behalf of the applicable Creditor Trust, except those acts found by Final Order to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all of his or her actions or inactions in his or her capacity as a Creditor Trustee or Creditor Trust Overseer, or on behalf of the applicable Creditor Trusts, 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 applicable Creditor Trust Documents, in each case, except for any actions or inactions found by Final Order to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Creditor Trustees or Creditor Trust Overseers shall be satisfied from the respective Creditor Trusts.

(xiii) Dissolution of the Creditor Trusts. Each Creditor Trust shall be dissolved and the applicable Creditor Trustee shall be discharged from its duties with respect to such Creditor Trust upon completion of its duties and the satisfaction of the purposes of the Creditor Trust as set forth in the Plan and the applicable Creditor Trust Documents.

9. Attorneys' Fees and Costs

(1) **Local Government Fees**. On the Effective Date, the Local Government Fee Fund shall be established for the payment of costs and expenses (including attorneys' fees) of Holders of Non-Federal Domestic Governmental Channeled Claims (other than States) subject to the terms set forth herein, other than amounts paid pursuant to the AHC Reimbursement Agreement Assumption Order or the MSGE Group Reimbursement Order.

(A) The Local Government Fees Fund shall be funded beginning on the second MDT Distribution Date (the "**Initial LG Fund Funding Date**") and continuing on each Scheduled MDT Distribution Date thereafter, from periodic distributions in an amount equal to 8.5% of all Distributions made on account of Non-Federal Domestic Governmental Channeled Claims, excluding (A) any Distributions relating to MDT Insurance Proceeds and proceeds of MDT Causes of Action, which will be subject to subsection (ii) below, and (B) any amounts distributed on account of such Non-Federal Domestic Governmental Channeled Claims on the Effective Date, but including, for the avoidance of doubt, any Distributions on account of amounts payable under the

Governmental Entity Shareholder Direct Settlement beginning on the second MDT Distribution Date; *provided* that the amount to be distributed to the Local Government Fee Fund pursuant to this subsection shall not exceed $370 million in the aggregate (the "**Aggregate LG Fund Cap**"); *provided, further* that amounts funded pursuant to Section 5.9(a) of the Plan shall be allocated and applied in accordance with Exhibit R to the Governmental Entities Settlement Agreement, in each case, as follows:

(A) $4 million annually for a maximum of five (5) years (plus 4.25% of any Distribution constituting a Settlement Prepayment (as defined under the Master Shareholder Settlement Agreement)), to the "Cost Fund" established in the MDL Proceeding, not to exceed $20 million in the aggregate;

(B) for any additional amounts (I) 40% to the "Contingency Fee Fund" established in the MDL Proceeding (which fund is to be managed by the fee panel appointed in connection with the MDL Proceeding), not to exceed $140 million on account of Distributions to Non-Federal Domestic Governmental Channeled Claims other than as set forth in (ii) hereof, and (II) 60% to the "Common Benefit [Fee] Fund" established in the MDL Proceeding, not to exceed $210 million in the aggregate on account of Distributions to Non-Federal Domestic Governmental Channeled Claims other than as set forth in (ii) hereof; and;

(C) as consideration for the settlement between holders of certain public and private Claims regarding Special Operating Reserves, timing of payment and allocation matters, the Local Government Fee Fund shall also be funded, on or after the Initial LG Fund Funding Date, from Distributions made on account of Non-Federal Domestic Governmental Channeled Claims (as qualified in Section 5.9(a)(i) of the Plan) (i) in an amount equal to $6.8 million[119] and (ii) up to $1.7 million,[120] which amounts shall be subject in each case to the Aggregate LG Fund Cap;

[119] Such amount is equal to 8.5% of $80 million.

[120] To be calculated as 8.5% of amounts up to $20 million received by the Private Creditor Trusts in accordance with the Master Shareholder Settlement Agreement (and due when such amounts are received by the

(B) In addition to the amounts described in subsection (i) above, the Local Government Fee Fund shall be funded on or after the Initial LG Fund Funding Date with additional amounts equal to (I) 12.4% of the MDT Insurance Proceeds which amounts, if any, shall be deposited into an account designated by the MDL Plaintiffs' Executive Committee for the benefit of the "Common Benefit [Fee] Fund" established in the MDL Proceeding (MDL Dkt. No. 4428, May 9, 2022) to be paid as directed by the MDL PEC Co-Leads in accordance with direction from the MDL Fee Panel and the MDL Court, and (II) 12.4% of the proceeds of any MDT Causes of Action[121] which amounts, if any, shall be allocated and applied in accordance with Exhibit R to the Governmental Entities Settlement Agreement, (A) 40% to the "Contingency Fee Fund" established in the MDL Proceeding, and (B) 60% to the "Common Benefit [Fee] Fund" established in the MDL Proceeding; and all such amounts shall be incremental to, and not otherwise count against, the Aggregate LG Fund Cap; *provided*, for the avoidance of doubt, such funded amounts shall not be considered "Distributions" for the purpose of subsection (i) above; *provided, further*, such amounts in Section 5.9(a)(i) and (ii) of the Plan shall be subject to Sections 5.2(e)(iii) and 5.2(g) of the Plan, as applicable.

(C) Payments from the Local Government Fee Fund shall be administered in accordance with Exhibit R to the Governmental Entities Settlement Agreement and be the exclusive means of payment from the Public Creditor Trusts for costs and expenses (including attorneys' fees) of any Holder of a Non-Federal Domestic Governmental Channeled Claim (other than a State) or any attorney therefor, other than (i) amounts paid or to be paid from the Public Creditor Trusts in accordance with existing agreements, contracts or statutes setting forth the allocation and uses of abatement funds or backstop fee arrangements between States and their Subdivisions; and (ii) amounts paid in accordance with the order of the MDL Court establishing

Private Creditor Trusts) in respect of (A) the Private Claimants' Priority Reversion and (B) the other amounts contemplated to be paid under Section 4(e) of Exhibit N to the Master Shareholder Settlement Agreement. For the avoidance of doubt, all of the consideration that is to be paid as part of Section 5.9(a)(i)(C) of the Plan shall be paid from Distributions made on account of Non-Federal Domestic Governmental Channeled Claims, and not from Distributions made to Private Creditor Trusts or the Public School Trust.

[121] For the avoidance of doubt, to the extent any Cause of Action that would have otherwise become an MDT Cause of Action is settled and paid pre-Effective Date, the provisions of this section shall apply to the settlement amounts for any such Cause of Action.

the Common Benefit Fund; *provided*, *however*, nothing in Section 5.9(a)(iii) of the Plan or Exhibit R to the Governmental Entity Settlement Agreement shall override the payment obligations contemplated by Section 5.9(a)(i).

(D) Except as otherwise agreed in writing by the MSGE Group and the MDL Plaintiffs' Executive Committee, the MSGE Fee Allocation Agreement shall be and remain fully enforceable and shall apply to the Local Government Fee Fund; *provided* that the costs associated with the arbitration process contemplated under the MSGE Fee Allocation Agreement shall not be paid by the Debtors, their Estates or any Creditor Trust.

(2) **State Costs and Expenses**. On the Effective Date, the State Expenses Fund shall be established for the payment of expenses (including attorneys' fees) of the States (including any ad hoc group thereof), other than amounts already paid, or any amounts paid or payable under the AHC Reimbursement Agreement Assumption Order, the MSGE Group Reimbursement Order, or any other Order of the Bankruptcy Court; *provided* that the State Expenses Fund shall be funded beginning on the second MDT Distribution Date and continuing on each Scheduled MDT Distribution Date thereafter. The State Expenses Fund shall be funded from periodic distributions in an amount equal to 4.5% of the Distributions made on account of Non-Federal Domestic Governmental Channeled Claims, excluding any amounts distributed on account of such Non-Federal Domestic Governmental Channeled Claims on the Effective Date, but including (a) any Distributions on account of amounts payable under the Governmental Entity Shareholder Direct Settlement beginning on the second MDT Distribution Date, and (b) any Distributions relating to MDT Insurance Proceeds and proceeds of MDT Causes of Action; *provided* that such amount shall not exceed $200 million in the aggregate (the "**Aggregate State Expenses Cap**"); *provided* that such amounts in Section 5.9(b) of the Plan shall be subject to Sections 5.2(e)(iii) and 5.2(g) of the Plan, as applicable. Amounts funded pursuant to Section 5.9(b) of the Plan shall be allocated and applied in accordance with Exhibit S to the Governmental Entities Settlement Agreement.

(3) **Tribe Costs and Expenses**. On the Effective Date, the Tribe Attorney Fee Fund shall be established for the payment of certain attorneys' fees and costs of tribal attorneys for Holders of Tribe Channeled Claims, subject to the terms set forth herein. The Tribe Attorney Fee Fund shall be funded from periodic distributions in an amount equal to 8.5% of the Distributions made on account of the Tribe Channeled Claims including (i) any amounts distributed on account of such Tribe Channeled Claims on the Effective Date and (ii) any Distributions on account of amounts payable to Tribes by the Estate or pursuant to the Tribe Direct Shareholder Settlement, except

that in the case of periodic distributions made on account of Tribe Channeled Claims relating to MDT Insurance Proceeds or MDT Causes of Action (including third-party claims) recovered by the Estate, the Tribe Attorney Fee Fund shall be funded in an amount equal to 12.4% of such Distributions,[122] provided that from all such amounts, (i) $100,000 shall be set aside for reimbursement of costs of such tribal attorneys and (ii) for any additional amounts in excess of the amount set aside for costs (A) 40% shall be paid to the "Tribal Contingency Fee Fund" established in the MDL Proceeding for the payment of contingency fees and costs for tribal attorneys, and (B) 60% shall be paid to the "Common Benefit Fee Fund" established in the MDL Proceeding. The Tribe Attorney Fee Fund shall be administered in accordance with the Tribal Direct Settlement Agreement.

For the avoidance of doubt, in no event shall (i) any of the provisions of Section 5.9(a)-(c) of this Plan, other than the recognition of the priority of Section 5.2(e)(iii) of this Plan in such provisions, or (ii) any of the provisions of Exhibit R to the Governmental Entity Shareholder Direct Settlement Agreement, have any effect on the Holders (including any Distributions to such Holders) of Claims in Classes 6-10 (or the rights of any of their attorneys to receive payment in full pursuant to their fee contracts, or the rights of any attorneys to any ad hoc group to receive payment pursuant to the rest of Section 5.9 of the Plan, or the rights of any attorneys to any opt-out class actions to receive payment in accordance with any of their class action documents), except to the extent expressly set forth in Section 5.9(d) hereof.[123]

(4) **Common Benefit Fund Assessments.** On the Effective Date, the following assessments shall be made to the Common Benefit Fund established by the MDL Court (the "**Common Benefit Fund**") (MDL Dkt. No. 4428, May 9, 2022): (i) 5% of the gross distributions made to the Private Creditor Trusts (after accounting for any Reserves) on account of Estate Distributions, to be distributed to the Common Benefit Fund when claimants receive distributions from such Private Creditor Trusts, (ii) 5% of the gross distributions made to the Private Creditor Trusts (after accounting for any Retained Payments or Reserves) on account of the Direct Claims Shareholder Settlements, including for the avoidance of doubt amounts paid to Private Creditor Trusts pursuant to the Opt-Out Class Action Settlements,

[122] For the avoidance of doubt, to the extent any Cause of Action that would have otherwise become an MDT Cause of Action is settled and paid pre-Effective Date, the provisions of this subsection shall apply to the settlement amounts for any such Cause of Action.

[123] Further, the MDL Court shall not have jurisdiction to interpret, decide, hear disputes, or enforce any provision of or regarding this Plan, the Confirmation Order, or any of the Opt-Out Class Actions of any of the Private Claimants related to this Plan, nor any of the agreements or documents related thereto, nor will this Plan or Exhibit R to the Governmental Entity Settlement Agreement be construed to grant the MDL Court jurisdiction over such claimants, their counsel, or counsel to any ad hoc group of such claimants, in each case in their capacity as such, that the MDL Court does not otherwise have.

and (iii) 5% of the gross distributions to the Public Schools Trust (after accounting for any Retained Payments or Reserves, as applicable), *provided* that, for the avoidance of doubt, to the extent any amounts are distributed from the Reserves to the Private Creditor Trusts or the Public Schools Trust or their beneficiaries, the assessments set forth in Section 5.9(d) of the Plan shall be applied to the gross amounts of such distributions. The assessments payable by the Public School Trust shall be deducted from and paid at the time of the fee award described in Section 5.9(i)(ii). All assessments made by the Private Creditor Trusts shall be transferred to and distributed in accordance with the order of the MDL Court establishing the Common Benefit Fund. To the extent a Holder of a Hospital Channeled Claim, a Third-Party Payor Channeled Claim, an NAS PI Channeled Claim, a Non-NAS PI Channeled Claim, or an ERP Channeled Claim (or any ad hoc group consisting of Holders of any of the foregoing) has retained counsel through a contingency fee arrangement, any contingency fees owed to such contingency counsel payable from Distributions under the Plan shall be reduced by the full amount payable under Section 5.9(d) of the Plan.[124] However, the applicable Holder and its counsel, in their sole discretion, may agree that an amount up to but not exceeding 2/5 of the amount payable under Section 5.9(d) of the Plan (i.e., the 5% referenced in (i) and (ii) above) may be applied to the reimbursement of actual costs and expenses incurred by such Holder's counsel, in which case such agreed cost-reimbursement amount shall not reduce the contingency fee amounts payable to such counsel. For the avoidance of doubt, notwithstanding anything herein or in Exhibit R to the Governmental Entities Settlement Agreement to the contrary, the assessments set forth in this subparagraph, including for the avoidance of doubt the assessment on distributions made to Private Creditor Trusts and the Public Schools Trust pursuant to each of the Opt-Out Class Action Settlements, shall not be subject to modification or increase by the Bankruptcy Court or the MDL Court. For the avoidance of doubt, none of the Debtors, the Ad Hoc Committee, the MSGE Group, or the MDL Plaintiffs Executive Committee shall be permitted to agree to any reduced or less restrictive terms concerning the 5% Common Benefit Fund assessment (or its implementation) provided under any portion of Section 5.9(d) of the Plan (or any portion of Section 5.9) for any of the Ad Hoc Group of Hospitals, the ERP Trustee, the Third-Party Payor Group, the NAS Committee, the Ad Hoc Group of Individual Victims, or the Public School Districts, absent (with regard to the Debtors, the Ad Hoc Committee, or the MSGE Group) the express written consent of the MDL Plaintiffs Executive Committee; *provided* that if any such agreement is made, then such modification shall apply to each of such groups, *mutatis mutandis*.

[124] For the avoidance of doubt, any amount payable to counsel to the Ad Hoc Group of Individual Victims or the Ad Hoc Group of NAS Children on an hourly basis (including incremental amounts in consideration of deferring payment of hourly fees) shall not constitute a "contingency fee," and the agreement in respect thereof shall not constitute a "contingency fee arrangement," in each case for purposes of Section 5.9 of the Plan.

(5) **Healthcare Provider Costs and Expenses**. On the Effective Date, the Hospital Attorney Fee Fund shall be established for the payment of attorneys' fees and costs of the Ad Hoc Group of Hospitals with respect to Healthcare Provider Channeled Claims. The Hospital Attorney Fee Fund shall be funded with (i) 20% of each Estate Distribution[125] made by the Healthcare Provider Trust to Holders of Healthcare Provider Channeled Claims that have not retained (or are not part of an ad hoc group that has retained), on or before the General Bar Date as reflected in a timely filed Proof of Claim or representation to the Healthcare Provider Trust in accordance with the Healthcare Provider TDP, separate counsel through an individual contingency fee arrangement *less* (ii) the amount of such Distributions payable to the Common Benefit Fund under Section 5.9(d). The Hospital Attorney Fee Fund shall be administered by the Healthcare Provider Trust on terms acceptable to the Ad Hoc Group of Hospitals.

(6) **Ratepayer Costs and Expenses**. In the event that the Ratepayer Mediation Participants Stipulation has been entered into on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter, the attorneys' fees of the Ratepayer Mediation Participants shall be paid from Effective Date Cash in an amount equal to $1.4 million.

(7) **ERP Costs and Expenses.** The ERP Trust shall pay or reimburse, as applicable, the compensation, costs and expenses of professionals that represented or advised the ERP Trustee in connection with the Chapter 11 Cases, to the extent provided for in the ERP Trust Documents.

(8) **PI Claimant Costs and Expenses**

(A) Debtors shall pay the reasonable and documented fees and expenses of the Ad Hoc Group of Individual Victims subject to the entry of a Final Order granting the Ad Hoc Group of Individual Victims' request for allowance of such fees and expenses under section 503(b) of the Bankruptcy Code, which request shall be supported by the Debtors and the Creditors' Committee and considered at the Confirmation Hearing. In the event such a Final Order is (i) not entered or (ii) entered allowing fees and expenses in an amount less than reasonable and documented fees and expenses requested, then (A) the PI Trustee shall pay or reimburse, as applicable, the reasonable and documented fees and expenses of professionals that represented or advised the Ad

[125] For clarity, all legal fees in respect of settlement proceeds from the Hospital Shareholder Direct Settlement Portion shall be determined by the U.S. District Court for the District of New Mexico; counsel for the Ad Hoc Group of Hospitals will seek allowance and payment of a contingent fee (which is presently anticipated to be one-third of such proceeds, plus expenses), *provided*, that nothing herein shall impact the assessments being made to the Common Benefit Fund pursuant to section 5.9(d).

Hoc Group of Individual Victims in connection with the Chapter 11 Cases, as and to the extent provided in the PI Trust Agreement and subject to Bankruptcy Court approval of such fees and expenses as provided in the Confirmation Order and (B) such fees and expenses paid or reimbursed, as applicable, by the PI Trust shall be deducted from Distributions from the PI Trust Non-NAS Fund to Holders of Allowed Non-NAS PI Channeled Claims pursuant to the PI Trust Documents.

(B) The PI Trustee shall pay or reimburse, as applicable, the reasonable and documented fees and expenses of professionals that represented or advised the NAS Committee in connection with the Chapter 11 Cases, as and to the extent provided in the PI Trust Agreement and subject to Bankruptcy Court approval of such fees and expenses as provided in the Confirmation Order. Such compensation, costs and fees paid or reimbursed, as applicable, by the PI Trust shall be deducted from Distributions from the PI Trust NAS Fund to Holders of Allowed NAS PI Channeled Claims and pursuant to the PI Trust Documents. Nothing in Section *5.9* of the Plan shall impair or otherwise affect any fee contract that is not a contingency fee contract between the Ad Hoc Group of Individual Victims and its professionals, or between the NAS Committee and its professionals. For the avoidance of doubt, the reasonable costs and expense of the NAS Committee's professionals shall be paid in accordance with the applicable contingency fee agreements.

(9) **Public School Districts' Costs and Expenses**. Notwithstanding any other provision in this document, the Public School District Claimants' putative class counsel and other professionals that represented or advised the Public School District Claimants shall be paid or reimbursed, as applicable, reasonable fees and costs as follows, provided that the aggregate amount of such payments and/or reimbursements, when added to the amount payable by the Public School Trust to the Common Benefit Fund under Section **5.9(d)** and Section 5.9(i) of the Plan, shall not exceed 25% of the sum of the Initial Public Schools Distribution, the Second Public Schools Distribution and the Third Public Schools Distribution:

(A) From the distributions made to benefit the Public School Trust on account of the Estate Distributions, the amount of $500,000 shall be reserved for payment or reimbursement, as applicable, of the out-of-pocket litigation expenses (including expert fees and expenses) of special bankruptcy counsel and/or other professionals that represented or

advised the Public School District Claimants to be computed based upon reasonable hourly rates and costs incurred, and not to include any premium to reasonable hourly rates, subject to Bankruptcy Court approval of such litigation expenses as provided in the Confirmation Order;

(B) From the remaining distributions made to benefit the Public School Trust on account of the Estate Distributions, the Public School District Claimants' putative class counsel shall be paid or reimbursed, as applicable, reasonable attorneys' fees and litigation costs in an amount to be determined by mediator Ken Feinberg subject to Bankruptcy Court approval of such litigation expenses as provided in the Confirmation Order, less an amount equal to 5% of the gross distributions made to benefit the Public School Trust on account of Estate Distributions (after accounting for any Reserves) which shall be contributed as assessments to the Common Benefit Fund; and

(C) From the Shareholder Direct Settlement Portion with respect to the Public School Channeled Claims, the Public School District Claimants' putative class counsel shall be paid or reimbursed, as applicable, reasonable attorneys' fees and litigation costs in an amount to be determined by the U.S. District Court Judge of the District Court where the proposed public schools class action settlement is filed, less an amount equal to 5% of the gross distributions made to benefit the Public School Trust on account of the Public School District Shareholder Direct Settlement (after accounting for any Retained Payments or Reserves),which shall be contributed as assessments to the Common Benefit Fund.

(10) **No Impairment of Contingency Fee Contracts; No Further Assessment**. Except as expressly set forth in Section **5.9** of the Plan, nothing in the Plan shall impair or otherwise affect any contingency fee contract between any Holder of a Claim (or any ad hoc group of Holders of Claims) and such Holder's (or ad hoc group's) counsel, nor shall it impair or otherwise affect any fees awarded as part of any class action settlement (except as otherwise provided herein, including as set forth below). In this regard, the payment of the assessments described in Section **5.9** of the Plan shall be the only payment that such Holders (or their counsel) who receive Distributions under and in accordance with the applicable Private Creditor Trust or the Public Schools Trust shall ever have to make to the Common Benefit Fund solely with respect to amounts distributed under this Plan, and amounts distributed pursuant to the Plan to such Holders or payments to such Holders' attorneys in respect thereof shall not be subject to any further or other common benefit or similar assessments. For the avoidance of doubt, the

parties agree that a common benefit fund assessment of the same type and amount (and subject to the same restrictions) as set forth herein will be applied to the Class Action Settlements, and that such assessment will be the only assessment applied to such Class Action Settlements, and no other provision of this Plan, any Direct Claims Settlement agreement, or any other document will have any force or effect on such Class Action Settlement (nor will the MDL Court have any jurisdiction over any such settlements).

10. Transferability of Distribution Rights

Any right to receive a Distribution or other payment from the Plan Administration Trust (including any PAT Distribution Account or PAT Reserve), a Creditor Trust or the Master Disbursement Trust shall not be evidenced by any certificate, security, receipt or in any other form or manner whatsoever, except on the books and records of the Plan Administration Trust (as maintained by the Plan Administration Trustee), the applicable Creditor Trust (as maintained by the applicable Creditor Trustees) or the Master Disbursement Trust (as maintained by the MDT Trustees), as applicable. Further, any right to receive a Distribution or other payment from the Plan Administration Trust (including any PAT Distribution Account or PAT Reserve), a Creditor Trust or the Master Disbursement Trust shall be nontransferable and nonassignable except by will, intestate, succession or operation of law or as otherwise provided in the Plan, the applicable Creditor Trust Documents, Governmental Entity Shareholder Direct Settlement Agreement or the MDT Agreement. Any rights to receive a Distribution or other payment from the Plan Administration Trust (including any PAT Distribution Account or PAT Reserve), a Creditor Trust or the Master Disbursement Trust shall not constitute "securities" and shall not be registered pursuant to the Securities Act. If it is determined that such rights constitute "securities," the exemption provisions of section 1145(a)(1) of the Bankruptcy Code would be satisfied and such securities would be exempt from registration.

11. Insurance Neutrality

Nothing in the Plan, the Plan Documents or the Confirmation Order shall alter, supplement, change, decrease or modify the terms (including conditions, limitations and/or exclusions) of the Purdue Insurance Policies, including the MDT Insurance Policies; provided that, notwithstanding anything in the foregoing to the contrary, the enforceability and applicability of the terms (including conditions, limitations and/or exclusions) of the Purdue Insurance Policies, including the MDT Insurance Policies, and thus the rights or obligations of any of the Insurance Companies, the Debtors and the applicable post-Effective Date Entities, including the Master Disbursement Trust, arising out of or under any Purdue Insurance Policy, including any MDT Insurance Policy, whether before or after the Effective Date, are subject to the Bankruptcy Code and applicable law (including any actions or obligations of the Debtors thereunder), the terms of the Plan and the Plan Documents, the Confirmation Order (including the findings contained therein or issued in conjunction therewith, including but not limited to any findings pursuant to Sections 5.2 and 5.6(i) of the Plan) and, to the extent the Insurance Companies have or had adequate notice from any source, any other ruling made or order entered by the Bankruptcy Court whether prior to or after the Confirmation Date. For the avoidance of doubt, nothing contained in the Plan, the Plan Documents or the Confirmation Order shall operate to require any Insurance Company to pay

under any Purdue Insurance Policy the liability of any Person that was not an insured prior to the Petition Date.

12. Transfer of Books and Records; Cooperation; Privilege

(i) **Transfer of Books and Records to NewCo and the Plan Administration Trust**. Except with respect to Excluded Assets, all documents, books and records of the Debtors shall be transferred and assigned to NewCo on or prior to the Effective Date pursuant to the NewCo Transfer Agreement; *provided* that, from and after the date of such transfer, the Plan Administration Trustee shall have the right to retain copies of all transferred documents, books and records and NewCo shall permit the Plan Administration Trustee and its counsel and representatives to have full access to such transferred documents, books and records. All documents, books and records of the Debtors that are Excluded Assets shall be transferred and assigned to the Plan Administration Trust; *provided* that, except for the Excluded Privileged Materials, NewCo shall receive copies of all documents, books and records of the Debtors that are Excluded Assets. Any documents transferred under Section 5.12(a) of the Plan that are documents that were produced to the Debtors by Shareholder Released Parties in connection with Purdue Legal Matters shall continue to remain subject to the terms of the Protective Order and any order of the Bankruptcy Court or provision of the Plan affording confidentiality protections to such documents, unless such documents are included in the Public Document Repository in accordance with the Plan and the Master Shareholder Settlement Agreement.

(ii) **Cooperation with the Master Disbursement Trust and the Creditor Trusts**. On the Effective Date or as soon as reasonably practicable thereafter, the Debtors shall transfer and assign, or cause to be transferred and assigned, (i) to the MDT Trustees, (A) copies of all MDT Insurance Policies, (B) information and copies of documents, including books and records of the Debtors that reasonably relate to (I) any Claims previously noticed, tendered or submitted or paid by any Insurance Company under the MDT Insurance Policies and (II) any MDT Causes of Action, and (C) other information and copies of all other documents, including books and records of the Debtors that are reasonably necessary to preserve, secure or obtain the benefit of the MDT Insurance Rights, pursue the MDT Causes of Action or liquidate any other MDT Transferred Assets and (ii) to each Creditor Trust, a copy of the Proofs of Claims for Channeled Claims channeled to such Creditor Trust. Subject to Section 5.12(c) of the Plan, the materials to be provided pursuant to Section 5.12(b) of the Plan include those in the possession of the Debtors' current and former insurance coverage counsel. On and after the Effective Date, the Plan Administration Trustee and NewCo may maintain their respective documents, books and records in accordance with their respective document retention policies set forth in the PAT Agreement and the NewCo Operating Agreement, respectively. Prior

to the Effective Date, the Debtors shall use reasonable best efforts to provide the Creditors' Committee and the Governmental Consent Parties reasonable access to current employees and professionals of the Debtors (including insurance brokers) with knowledge concerning the information and documents to be provided to the Master Disbursement Trust under Section 5.12(b) of the Plan, and, after the Effective Date, NewCo shall use best efforts to provide the Master Disbursement Trust reasonable access to employees and professionals of NewCo with knowledge concerning such information and documents and to facilitate access to former employees and professionals of the Debtors (including insurance brokers). The Plan Administration Trustee and NewCo shall respond to reasonable requests of (x) the MDT Trustees for information and documents related to the MDT Insurance Rights, the MDT Causes of Action or otherwise, in each case to the extent reasonably necessary for the administration of the Master Disbursement Trust, and (y) each Creditor Trustee for information and documents relating to the applicable Channeled Claims or otherwise, in each case to the extent reasonably necessary for the administration of the applicable Creditor Trust. In the event of any dispute between the MDT Trustees and NewCo regarding the delivery of information or documents requested pursuant to clause (x) of the foregoing sentence, the MDT Trustees shall have the right to request intervention by the Foundation Trustees to resolve any such dispute.

(iii) **Privilege**. The transfer or assignment of information and copies of documents, including books and records, in accordance with Section 5.12 of the Plan, shall not result in the destruction or waiver of any applicable Privileges. On the Effective Date, all Privileges in connection with the information or documents transferred in accordance with Section 5.12 of the Plan shall be transferred to, and vest exclusively in, NewCo, the MDT Trustees, the Plan Administration Trustee and the Creditor Trustees in accordance herewith. Further, with respect to the transfer of Privileges to the MDT Trustees and the Creditor Trustees, such Privileges shall (i) be transferred to such MDT Trustees and Creditor Trustees for the purpose of enabling such Persons to perform their respective duties as set forth in the Plan or in the MDT Agreement or the applicable Creditor Trust Documents and for no other reason, (ii) vest solely in the MDT Trustees and the Creditor Trustees and not in the Master Disbursement Trust or the Creditor Trusts, or any other committee or subcomponent of the Master Disbursement Trust or the Creditor Trusts, or any other Person (including counsel and other professionals) who is (or has been engaged by, represents or has represented) any Holder of a Claim against or Interest in the Debtors or any Person that alleges or may allege a Claim, directly or indirectly, relating to or arising out of the Debtors' Products or operations and (iii) be preserved and not waived as a result of such transfer. For the avoidance of doubt, any such transfer shall have no effect on any right, Claim or Privilege of any Person other than the Debtors. No information subject to a Privilege shall be disclosed or communicated by the MDT Trustees or the Creditor Trustees

(x) to any Person not entitled to receive such information, including for the avoidance of doubt any Person (including counsel and other professionals) who is (or has been engaged by, represents or has represented) any Holder of a Claim against or Interest in the Debtors or any Person that alleges or may allege a Claim, directly or indirectly, relating to or arising out of the Debtors' Products or operations or (y) for any reason or in any manner other than as necessary for such Persons to perform their respective duties as set forth in the Plan or in the MDT Documents or the applicable Creditor Trust Documents. Notwithstanding the foregoing, nothing in the Plan shall preclude the MDT Trustees from providing information or documents received pursuant to Section 5.12 of the Plan to any Insurance Company as necessary to preserve, secure or obtain the benefit of the MDT Insurance Rights.

13. Public Document Repository

(i) **Summary**. The document disclosure program provided in the Plan will lead to the public disclosure of the most significant documents about Purdue, the Sackler family and the opioid crisis, including video depositions and millions of documents that Purdue produced in investigations and litigation over the past two decades. In addition, it will lead to the public disclosure of millions of documents not previously available to the public, including documents not previously produced in any investigation or litigation and certain privileged documents from the years when Purdue developed and promoted OxyContin, as identified below. The document disclosure program and Public Document Repository will be conducted in a way to maximize public confidence and public access and will set a new standard for transparency.

(ii) **DOJ Repository Obligation**. The Debtors bear sole responsibility for complying with the DOJ document repository obligation set forth in the Plea Agreement ("**DOJ Repository Obligation**"), and the DOJ Repository Obligation is not modified by the Plan. Similarly, the Debtors' satisfaction of the DOJ Repository Obligation shall not diminish the additional commitment to disclosure provided by the Plan. Instead, the public shall receive the full benefit of both, and the Public Document Repository shall contain the full set of documents that the Debtors have agreed to host under the DOJ Repository Obligation.

(iii) **Disclosure Oversight Board**. As described further below, the disclosure program provided in the Plan shall be overseen by the DOB created on the Confirmation Date, consisting of up to four (4) representatives appointed by each of the Ad Hoc Committee, the Creditors' Committee, the States AG Negotiating Group and the MSGE Group and one (1) representative appointed by the Native American Tribe Group. No current or former director, officer, employee or attorney of the Debtors shall serve on the DOB or oversee the disclosure program.

(iv) **Purdue Legal Matters**. As described further below, important material for the disclosure program is contained in documents that the Debtors preserved, collected, logged and produced in connection with investigations and litigation about Purdue's opioid business. Many non-privileged documents were produced in those matters, and many privileged documents were identified and logged. Section 5.13 of the Plan provides for the disclosure of many documents from the Purdue Legal Matters, which is a broad set of investigations and litigation defined in the Plan.

(v) **Disclosure Program Budget**. As described further in the Plan, the disclosure program is designed to avoid unnecessary expense, including by employing an unpaid volunteer oversight board and by using negotiated agreements to avoid the need for litigation. The disclosure program shall be funded in an aggregate amount of $39 million, which shall be paid in the following installments: (i) $2 million on the Effective Date, (ii) $10 million on the second Scheduled MDT Distribution Date, (iii) $10 million on the third Scheduled MDT Distribution Date, (iv) $8.5 million on the fourth Scheduled MDT Distribution Date and (v) $8.5 million on the fifth Scheduled MDT Distribution Date (collectively, the "**Disclosure Program Budget**"). The Disclosure Program Budget shall be spent at the direction of the DOB. In addition, as provided in the Plan, Domestic Governmental Entities may elect (but are not required) to direct portions of their distributions to the Public Document Repository under terms provided in the Plan. Moreover, the DOB shall be permitted, but not required, to coordinate its work on this disclosure program with the work of state Attorneys General on related disclosures in the opioid industry, in a manner that reduces the costs and increases the benefits of this disclosure program. Finally, to make efficient use of the knowledge and expertise of the Debtors and their professionals, the Plan provides for significant materials to be collected by the Effective Date, or as soon as reasonably practicable thereafter, as described further below. For the avoidance of doubt, the Public Document Repository shall not be owned, held, administered or operated by the DOB, the Master Disbursement Trust or any Creditor Trust; the role of the DOB is to develop and oversee a temporary program to set up the appropriate Public Document Repository and achieve the goals of the disclosure program.

(vi) **Access Materials**

(1) Subject to the Protected Information review, as described in Section 5.13(o) of the Plan, the Debtors, the Plan Administration Trust, or any entity or law firm designated by the Debtors or the Plan Administration Trust to assist in that review, shall provide the DOB access to a set of non-privileged materials for the purpose of accomplishing the Public Document Repository (collectively, the "**Access Materials**") on a rolling basis following the Effective Date. These Access Materials shall include:

(A) all transcripts and audio or video recordings of depositions taken in the Purdue Legal Matters, together with the exhibits to those depositions;

(B) all documents produced by the Debtors in the Purdue Legal Matters (which comprise more than thirteen million documents and more than one hundred million pages);

(C) the non-privileged documents from the Relativity Database (as defined in the Plan) (which are estimated to comprise more than twenty million additional documents beyond those produced in the Purdue Legal Matters);

(D) all privilege logs regarding documents withheld by the Debtors in the Purdue Legal Matters; and

(E) documents obtained during the Chapter 11 Cases by the NAS Committee regarding clinical and pre-clinical studies conducted by the Debtors or other companies associated with the Sackler Family Members.

(2) The Debtors, the Plan Administration Trust, or any entity or law firm designated by the Debtors or the Plan Administration Trust, will use their best efforts to complete the review of Protected Information and production of the Access Materials no later than 12 months after the Effective Date. Following entry of the Confirmation Order, the Debtors shall pay Wiggin and Dana LLP $5 million as a retainer on account of Wiggin and Dana LLP's fees and expenses in connection with the review of Protected Information as contemplated pursuant to Section 5.13(o) of the Plan. Upon its completion of such review, Wiggin and Dana LLP shall refund any unused portion of the $5 million to the Master Disbursement Trust concurrent with the final release of Access Materials to the DOB.

(3) All documents containing information that is redacted as described in Section 5.13(o) of the Plan, and not included in the Access Materials provided to the DOB, will be provided to the Plan Administration Trust. The Plan Administration Trust will retain these materials for the period described in Section **5.13(aa)** of the Plan.

(vii) **Debtors' Relativity Database**. In the course of the Purdue Legal Matters, the Debtors collected a significant set of documents that are stored in a Relativity database (the "**Relativity Database**"). This collection includes files from more than two hundred custodians who played important roles at Purdue, including every Sackler Family Member who sat on the board or

worked at the company. It also includes non-custodial documents, such as collections from electronic drives and paper archives. The custodial and non-custodial documents collected for the Relativity Database are from files that Purdue has preserved pursuant to broad document preservation policies in place for over twenty years, including from an email archive containing emails dating to the 1990s. Pursuant to the terms provided in Section 5.13 of the Plan, materials from the Relativity Database created before February 2018 will be available for the disclosure program as described in Section 5.13 of the Plan.

(viii) **Additional Collections**. On or before the Effective Date, the DOB will identify to the Debtors the additional custodians whose documents should be collected, to the extent possible, from the email archive and other preserved files, and the Debtors will load those files into the Relativity Database for inclusion as Access Materials or Sequestered Materials, as applicable.

(ix) **Sequestered Materials**. On the Effective Date, or as soon as reasonably practicable thereafter, the Debtors shall provide the Plan Administration Trust with certain Privileged documents, described below, collected by the Debtors during the course of the Purdue Legal Matters and stored in the Relativity Database ("**Sequestered Materials**"), to be preserved for access by the DOB. The provision of the Sequestered Materials to the Plan Administration Trust shall not constitute a waiver of any applicable privileges, and, for clarity, no waiver of any applicable Privilege shall occur prior to the Sequestration Date (as defined in the Plan). The Sequestered Materials are estimated to include hundreds of thousands of documents. To leverage efficiencies, the Debtors' current document review teams with experience reviewing Purdue's documents for privilege will screen and review, as necessary, all documents currently in the Relativity Database for Privilege, attorney work product, confidentiality, the Health Insurance Portability and Accountability Act or similar state or federal statute and critical business information before turning over documents as Access Materials or as Sequestered Materials. The DOB will aid the Debtors' document review team in setting parameters and search terms to effectuate accurate screening and review. The DOB may, confidentially and subject to privilege, request and be provided with information, and, as necessary, an appropriate, expert-aided statistically valid sampling of the relevant documents or other methodologies to aid in the foregoing review under an appropriate protective order and non-waiver agreement.

(1) Subject to the Sequestration Date, the Debtors agree to waive attorney client and work product privilege over documents created before May 1, 2014 ("**Cutoff Date**") that fall within the following categories:

(A) Marketing materials, promotional materials and sales strategies. This will include, for example, legal advice on: marketing and promotional materials as part of the medical, regulatory, legal review process and other reviews of statements in promotional and marketing materials to ensure consistency with a product's labeling and legal requirements; sales training materials (such as how to instruct the sales team on what they can and cannot say about the products); review of all call notes and whether statements on sales calls were appropriate; call planning; and sales bulletins. For the avoidance of doubt, "sales strategies" in this paragraph includes documents related to (I) medical liaisons, (II) continuing medical education, (III) the evolve to excellence program, (IV) Purdue's interactions with medical advocacy groups, and (V) legal advice regarding the performance, selection, retention, management and compensation of personnel in sales and marketing;

(B) Materials reflecting legal advice on submissions to the FDA and compliance with FDA regulations. This will include, for example, advice on the decision to reformulate OxyContin, advice on interactions and communications with FDA and advice on FDA requirements;

(C) Legal advice regarding distributions to or for the benefit of the Sackler Family Members;

(D) Legal advice regarding the organization or function of the board of directors;

(E) Legal advice regarding grants, gifts and other payments with respect to naming rights of Purdue and the Sackler Parties;

(F) Legal advice regarding the performance, selection, retention, management and compensation of the CEO of Purdue Pharma;

(G) Legal advice regarding Purdue's interactions with state licensing boards and the federation of state medical boards;

(H) Legal advice regarding Purdue's interactions with key opinion leaders, advisory boards and treatment guidance;

(I) Legal advice regarding advocacy before the United States Congress or a state legislative branch with respect to (i) any opioid product sold by Purdue, including OxyContin, or (ii) any public policies regarding the availability and accessibility of opioid products;

(J) Employment records and files created before the Cutoff Date pertaining to employment terminations or disciplinary actions related to opioid sales and marketing, including documents created before the Cutoff Date pertaining to internal investigations of personnel related to marketing of opioids, in all cases subject to applicable federal and state privacy and similar laws with respect to employees and with any redactions necessary to comply therewith;

(K) To the extent provided during the time period while the corporate integrity agreement was in effect, legal advice regarding compliance with the corporate integrity agreement entered into between Purdue and the DOJ Office of the Inspector General of the U.S. Department of Health and Human Services;

(L) Legal advice regarding compliance with the consent judgments entered into between Purdue, the Debtors and the State Attorneys General and other state representatives in 2007;

(M) Legal advice to Purdue's public relations department regarding the promotion, sales, or distribution of Purdue's opioid products, including but not limited to their safety, efficacy, addictive properties, or availability of opioid products; and

(N) Legal advice to Purdue's compliance department regarding the organizational structure of the compliance department, including its processes for implementing order monitoring systems, suspicious order monitoring programs, and abuse deterrence and detection programs.

(2) Subject to the Sequestration Date, below, the Debtors agree to waive attorney client and work product privilege over the following categories of documents:

(A) Documents reflecting law department reviews of, and decisions regarding, health care providers and pharmacies pursuant to Purdue's abuse and diversion detection, order monitoring system and suspicious order monitoring programs, which will have been or will be provided to the DOJ under a June 2019 non-waiver agreement;

(B) Documents created before February 2018 reflecting legal review, analysis and advice with respect to advice received from McKinsey & Company, Publicis Groupe S.A., Publicis

Health, LLC, Razorfish Health, Publicis Health Media, LLC, Publicis Touchpoint Solutions, Inc., or Verilogue, Inc. related to the sale and marketing of opioids; and

(C) Documents created before June 30, 2017 reflecting legal review, analysis and advice with respect to Practice Fusion.

(3) To the extent documents subject to any of the foregoing waivers were previously logged on a privilege log in a Purdue Legal Matter, the Debtors shall provide the DOB with amended privilege logs that indicate the entries being produced pursuant to these waivers. For the avoidance of doubt, Privileged communications (during the applicable time periods set forth in Section 5.13(i)(i) and (ii) of the Plan) about interactions with the media with respect to subject matters that are otherwise waived in the Plan are included in such waivers.

(4) Nothing in the Plan shall waive any third-party privilege or other rights, whether arising from a joint defense agreement, common interest privilege or otherwise, to which any document described in Section 5.13(i)(i) and (ii) of the Plan is subject and which the Debtors do not have authority to waive. The Debtors will provide the DOB with privilege logs reflecting documents subject to such third-party privileges and rights that are identified in the course of identifying and compiling the Sequestered Materials. No documents subject to such third-party privileges and rights shall be included in the Public Document Repository, absent appropriate resolution of such third parties' rights and privileges. Further, no waiver of Privilege described in the Plan shall be construed as subject matter waiver. Subject to the foregoing, the Debtors, the Creditors' Committee, and the Governmental Consent Parties shall work together in good faith to ensure that all documents consistent with the Sequestered Material categories shall be available to the DOB for potential inclusion in the Public Document Repository in accordance with Section 5.13 of the Plan.

(x) **Protection of the Privilege**. For the avoidance of doubt, the Debtors do not waive any Privilege and do not agree to provide as Sequestered Materials for the Public Document Repository any Privileged documents or communications not otherwise identified in Section 5.13(i)(i) and (ii) of the Plan. Such Privileged documents and communications not otherwise identified in Section 5.13(i)(i) and (ii) of the Plan shall be removed from the Relativity Database and separately preserved, and shall not be eligible for the Public Document Repository at any time. All Privileged documents removed from the Relativity Database, and not included in the Sequestered Materials described above, will be provided to the Plan Administration Trust, separately from the Sequestered Materials. The Plan Administration

Trust will retain these materials for the period described in Section 5.13(aa) of the Plan. For clarity, except for the Sequestered Materials identified in Sections 5.13(i)(i) and (ii) of the Plan, the Debtors shall not intentionally provide the Master Disbursement Trust or the DOB with access to any documents or content of documents that are Privileged. In the event that the Debtors inadvertently provide the Master Disbursement Trust or the DOB with access to Privileged documents except for those documents identified in Sections 5.13(i)(i) and (ii) of the Plan, that inadvertent provision shall not operate as a waiver of the Privilege, and, upon discovery, the DOB and/or the Master Disbursement Trust, as applicable, must promptly take steps to return the documents to the Plan Administration Trust or destroy such documents.

(xi) **Sequestration Date**. On the date that is the earlier of (i) six years after the Effective Date and (ii) the date no Material Litigation is or has been pending for the prior six months, including the pendency of any appeals, the Plan Administration Trust shall deliver the Sequestered Materials to the Host Institution (the "**Sequestration Date**"). Those materials shall be made available for assessment by the DOB and disclosure in the Public Document Repository, subject to the other provisions of Section 5.13 of the Plan.

(xii) **Responsibilities of the DOB**. The DOB shall be responsible for:

(1) accomplishing prompt, broad, permanent, public disclosure of millions of the Debtors' documents via the Public Document Repository in accordance with Section 5.13 of the Plan to allow the public to examine the Debtors' role in the opioid crisis;

(2) engaging with survivors, advocates, journalists, scholars, policymakers and others to ensure that the disclosure program serves the public;

(3) directing the use of the Disclosure Program Budget;

(4) maintaining protections for Protected Information, as described in Section 5.13 of the Plan;

(5) establishing procedures for resolution of challenges to the redaction or disclosure of information, as described in Section 5.13 of the Plan;

(6) overseeing the Host Institution's implementation of the disclosure program;

(7) coordinating, as appropriate, the disclosure of documents from other producing parties or non-parties in opioid cases whose confidential information is included in the Access Materials, including by discussing inclusion of Access Materials containing such third-party confidential information;

(8) ensuring the long-term sustainability and success of the disclosure program; and

(9) retaining and overseeing staff, counsel, or such other resources as are necessary and appropriate to accomplish the DOB's responsibilities under Section 5.13 of the Plan.

(xiii) **Host Institutions**. The host institution(s) shall be selected by the Governmental Consent Parties and the Creditors' Committee (the "**Host Institutions**"). The Host Institution will be responsible for hosting and maintaining the Public Document Repository in perpetuity, including but not limited to: maintaining control and security over documents in the Public Document Repository; providing an accessible user interface; and providing clear and transparent explanations of its procedures to the public. Subject to restrictions and oversight imposed by the DOB, the Host Institution may employ appropriate resources to accomplish its responsibilities, including but not limited to the use of permanent university employees, temporary employees, contractors and vendor services. Commensurate with the large responsibilities assigned to the Host Institution, and subject to the decisions and oversight of the DOB and the requirements of the Plan, much of the Disclosure Program Budget may be directed to the Host Institution to fund the accomplishment of its responsibilities. As soon as practicable, the Debtors shall meet with the Host Institutions to agree upon the processes to be used by the Debtors to prepare the documents for delivery to DOB, including, for example, protocols, methodologies and technical specifications.

(xiv) **Prompt Disclosure**. In keeping with the importance of the matter, the DOB shall dedicate its best efforts to ensure prompt disclosure and shall seek to ensure that the public receives substantial disclosure at least every calendar quarter. The DOB shall prioritize prompt disclosure of the transcripts and audio and video recordings of depositions taken in the Purdue Legal Matters, together with the exhibits to those depositions. The Debtors will prioritize prompt production of the documents that Debtors have agreed to host pursuant to the DOJ Repository Obligation for immediate inclusion in the Public Document Repository for the sake of efficiency and cost savings.

(xv) **Redaction of Protected Information**

(1) The Debtors, the Plan Administration Trust, a successor entity to the Plan Administration Trust, or any entity or law firm designated by the Debtors or the Plan Administration Trust, shall implement appropriate procedures to protect the following information ("**Protected Information**") by redacting Protected Information in documents before they are provided to the DOB or disclosed to the public in the Public Document Repository and by promptly catching and correcting errors if Protected Information is disclosed. Protected

Information is (i) any information protected from disclosure by the Health Insurance Portability and Accountability Act or similar state or federal statute; (ii) Social Security or tax identification numbers; (iii) personal financial account numbers; (iv) passport numbers and drivers' license numbers; (v) home addresses, personal email addresses, residential addresses, and personal phone numbers, including mobile phone numbers; (vi) information subject to confidentiality or trade secret rights of third parties that Debtors are without authority to abrogate; (vii) information subject to current Trade Secrets protection; (viii) information regarding individuals that is of a purely personal nature and does not pertain to the Debtors' opioid business or related practices; and (ix) other personally identifiable information otherwise protected by law. For the avoidance of doubt, Protected Information that should be redacted in a written document shall also be redacted in audio or video, such as deposition recordings.

(2) The Plan Administration Trust must provide to the DOB a redaction log identifying the basis for the redaction with sufficient detail to allow assessment of the redaction's merits. The States AG Negotiating Group and Debtors will discuss and agree upon a robust audit process sufficient for the DOB to verify the Debtors' redactions are consistent with the final Plan, and the DOB's designee(s) and/or any auditors designated by the DOB will be given access to unredacted documents for this purpose subject to confidential safeguards to be agreed upon.

(3) The Debtors and the Plan Administration Trust will prioritize the review of certain documents and custodians at the DOB's request.

(4) **Trade Secret**. A 'trade secret' is information, including a formula, pattern, compilation, program, device, method, technique or process, that (i) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure and use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Information reflecting opioid sales or promotional strategies, tactics, targeting, or data, or internal communications regarding sales or promotion of opioids will not be considered subject to trade secret protection unless the information is or contains specifically enumerated categories of Debtors' Information subject to trade secret protection set forth in Section 5.13(o)(v) of the Plan, and then only such information will be redacted.

(5) **Debtors' Information Subject to Current Trade Secrets Protection**. The following Debtor documents will be subject to

trade secret protection: (i) documents that contain Debtors' trade secrets regarding (a) ANDA/NDA information that is not publicly available or is redacted in FDA filings, including development reports, batch records, and inspections, provided the redacted information contains trade secrets, and (b) Debtors' proprietary models, including the Rebate Return Model and the License & Supply Analysis Model; and (ii) documents dated less than ten (10) years before the disclosure that contain Debtors' trade secrets regarding: (a) Internal Cost of Goods Sold (COGS), including elements and calculations used to calculate COGS such as raw material sourcing, pricing, internal overhead, and capacity allocations, (b) Return on Rebate Model Data Output, and (c) License & Supply Analysis Model Data Output, including COGS, demand data, and gross-to-net information. Only the information subject to trade secrets protection will be redacted. Information reflecting opioid sales or promotional strategies, tactics, targeting, or data, or internal communications related to sales or promotion of opioids will not be considered subject to trade secret protection unless the information is or contains the narrow categories in this section, and then only the information subject to current trade secrets protection will be redacted.

(xvi) **Limits on Redaction**. There shall be no redaction of: (i) names of the Debtors' directors, officers, employees, agents, attorneys or consultants or of prescribers or of officials or employees of a government agency, or (ii) email addresses at the "pharma.com" or "purduepharma.com" domain.

(xvii) **Notice to Third Parties**. Debtors shall provide notice to third parties, consistent with such third-party agreements, whose trade secrets or confidential information may appear in documents which are to be provided to the DOB.

(xviii) **Inadvertent Release of Privileged or Protected Information**. Notwithstanding anything else in the Plan, the Public Document Repository shall not contain or disclose any documents or content of documents that are Privileged, except for those documents identified in Sections 5.13(i)(i) and (ii) of the Plan that are eligible for the Public Document Repository, or any Protected Information. Inadvertent disclosure of Privileged documents in the Public Document Repository does not operate as a waiver of Privilege, and, upon discovery, any Privileged documents shall be promptly removed from the Public Document Repository. The DOB will establish a procedure that permits any party or member of the public to identify or challenge the disclosure of any potentially Protected Information placed in the Public Document Repository. The DOB will cause any document identified through this process to be immediately removed from the Public Document Repository pending review. Any disagreements regarding whether such material is Protected Information shall be resolved by the Special Master.

(xix) **Special Master**. Shortly after the Confirmation Date, the Debtors shall file an appropriate motion asking the Bankruptcy Court or the United States District Court for the Southern District of New York to select and appoint a disclosure oversight Special Master. The Special Master's qualifications shall include former service as a judicial officer, whether as a state or federal judge, and no current or former director, officer, employee or attorney of the Debtors, the Sackler Family Members, the Creditors' Committee, or the Governmental Consent Parties shall be eligible to be appointed as the Special Master, counsel or staff working under the Special Master, *provided* that prior work for a Governmental Consent Party that was completed prior to 2015 shall not preclude the appointment of a Special Master. The Special Master will adjudicate all privilege and related disputes. The Special Master's reasonable hourly fees and expenses shall be paid out of the Disclosure Program Budget except as the Special Master orders otherwise upon finding that a party advanced an argument that was frivolous, harassing or in bad faith.

(1) **Selection of Special Master**. The selection of the Special Master shall be made by the Bankruptcy Court; *provided* that the Bankruptcy Court may consider a recommendation made jointly by the Debtors, the Sackler Family Members, the Creditors Committee, and the Governmental Consent Parties. For the purposes of determining if there is to be a joint recommendation, five (5) Business Days after the Confirmation Date, the parties ((x) the Debtors, (y) the Creditors' Committee, the Governmental Consent Parties and (z) the Sackler Family Members) each shall exchange a list of up to five (5) names as recommendations for the role of Special Master. The Debtors thereafter shall make a motion to the Bankruptcy Court to select a Special Master. If there are names in common on the exchanged lists, the Debtors' motion shall be limited to any name or names that are common to all such parties' lists. If there is no name common to each of the three lists, the Debtors' motion will ask the Bankruptcy Court, in its discretion, to select a Special Master.

(2) **Disclosure Challenges**: To the extent that the DOB seeks to (A) challenge the Debtors' assertion of Privilege with respect to any documents withheld or redacted from production in the Purdue Legal Matters, or excluded by the Debtors from the Access Materials, or (B) disclose any Protected Information in the Public Document Repository, such efforts shall be subject to review by the Special Master, who shall have final say regarding whether (y) the DOB should be provided with such materials, and (z) such materials shall be protected from public disclosure.

(3) **Timing of Challenges**: All challenges to the redaction or withholding of documents from the Public Document Repository,

including with regard to the Privilege and to Protected Information, including challenges brought by either the DOB or members of the public, shall be brought within the later of (A) one (1) year of the Effective Date and (B) one (1) year from when the document or information at issue is first withheld from the Public Document Repository by redaction or logging.

(4) **Counsel for Challenges**: On or shortly after the Effective Date, the Debtors, the Governmental Consent Parties, and the Creditors' Committee shall agree to appoint a law firm to defend Privilege and Protected Information assertions against challenges ("**Defense Counsel**"); *provided*, *however*, that if the Debtors, the Governmental Consent Parties, and the Creditors' Committee are unable to reach an agreement regarding the identity of Defense Counsel, the Bankruptcy Court shall appoint the Defense Counsel. Third parties shall represent themselves before the Special Master and shall bear their own costs.

(5) **Procedure for Challenges**: Any party seeking to initiate a challenge to the Privilege or Protected Information designation of a document or information in a document or any other challenge to the inclusion or exclusion of documents in the Public Document Repository (the "**Petitioner**") must first, as a condition precedent to any such challenge, meet and confer with the relevant defense counsel by serving a written statement of the specific material being disputed and the reasons for disputing each such material. If the meet and confer does not resolve the dispute, then the Petitioner shall submit a brief to the Special Master arguing why each individual document at issue should not be considered Privileged or Protected Information or should otherwise be included or excluded. Once a challenge has been submitted, the Special Master shall set a briefing schedule, permitting defense counsel no fewer than twenty-one (21) days to respond to the challenge, which may include in camera submissions in response. At the discretion of the Special Master, the briefing schedule may also include supplemental submissions, oral argument or other procedures the Special Master deems necessary to reach a determination. The Special Master shall then evaluate and decide the challenge based upon existing legal precedent of federal law within the U.S. Court of Appeals for the Second Circuit, and shall be empowered to determine whether such materials are subject to a valid claim of Privilege or otherwise constitute Protected Information or should have otherwise been included or excluded, but shall not be empowered to waive any Privilege ever asserted by the Debtors with respect to the Purdue Legal Matters or with respect to the Access Materials or the Sequestered Materials. If the Petitioner does not prevail, then the Special Master shall have the discretion to shift to the Petitioner

some or all of the reasonable legal expense of Defense Counsel, whose reasonable fees and expenses shall otherwise be paid for by the Disclosure Program Budget. If the Special Master determines that the challenge was frivolous, harassing, needlessly increasing costs or expenses, or otherwise brought for an improper purpose, then the Special Master shall shift to the Petitioner some or all of the reasonable legal expense of Defense Counsel. For avoidance of doubt, any materials determined by the Special Master to be Privileged or to contain Protected Information shall not be included in the Public Document Repository.

(6) Pending resolution of a challenge asserting a document was improperly disclosed, the Host Institution shall remove or redact each identified, challenged document.

(xx) **Materials Produced by Shareholder Released Parties**. The Public Document Repository shall include all Sackler Family Members' documents that were produced in the Chapter 11 Cases and that relate to the manufacturing, sale or marketing of opioids in the United States, the Debtors' alleged role or liability in connection with the opioid crisis or the regulatory approval of any opioid product sold in the United States by the Debtors, but subject to appropriate exclusions for documents covered by the attorney-client and work product privileges and certain confidential information (including exclusions for information and documents related to the finances, financing activities, taxes and tax filings, investments and third party business and advisory relationships of the Shareholder Released Parties).

(1) The Special Master appointed in accordance with Section 5.13(s) of the Plan shall resolve disputes regarding whether certain documents or information is required to be included in the document repository by the Sackler Family Members.

(2) The Sackler Family Members shall have the right to claw back documents that they were entitled to exclude in accordance with this provision but inadvertently produced to the Public Document Repository, and such inadvertent production shall not operate as a waiver of rights. The Special Master shall resolve any disputes between Sackler Family Members, the Governmental Consent Parties, and the DOB concerning the exercise of clawback rights.

(3) For the avoidance of doubt, "Sackler Family Members' documents" refer only to documents in the Sackler Family Members' possession, custody or control. Section 5.13(t) of the Plan does not refer to documents including or involving Sackler Family Members that are in the Debtors' possession, custody or control.

(xxi) **Release of Confidentiality Rights by Parties Receiving Releases**. With regard to the disclosure of information in the Public Document Repository as authorized by Section 5.13 of the Plan, the protections provided to Released Parties and Shareholder Released Parties shall be limited to the protections provided by the Plan. To the extent that Released Parties and Shareholder Released Parties possess rights to confidentiality beyond those provided in the Plan (for example, a contractual confidentiality provision) or the Direct Claims Shareholder Settlement Agreements, those rights are waived to facilitate this disclosure program in exchange for the benefit of the releases provided to the Released Parties and Shareholder Released Parties by the Plan.

(xxii) **DOJ Settlement Communications**. Communications between the Debtors and DOJ regarding settlement or cooperation between 2015 and the final, non-appealable conclusion of *U.S. v. Purdue Pharma L.P.*, Case 2:20-cr-01028-MCA (D.N.J.) shall be protected from disclosure to the Master Disbursement Trust and the DOB and shall not be included in the Public Document Repository, nor shall any internal Debtor documents reflecting such communications or the strategy for such communications. The Debtors shall implement this exclusion when creating the set of Sequestered Materials.

(xxiii) **Documents Produced By Certain Financial Institutions**. The disclosure program shall not include the documents produced by financial institutions pursuant to the examination authorized by the Bankruptcy Court at D.I. 1143. For the avoidance of doubt, if the same information also appears in a second source that is subject to disclosure (e.g., a deposition exhibit), then the information in that second source is subject to disclosure.

(xxiv) **Active Vendor Contracts**. The Public Document Repository shall not disclose the NewCo's active vendor contracts or expired contracts that would reveal the sum and substance of active contracts.

(xxv) **Exculpation and Indemnification of DOB members and Host Institution**. To the maximum extent permitted by applicable law, the DOB members, whenever appointed, and the Host Institution shall not have or incur any liability for actions taken or omitted in his or her capacity as a DOB member, or on behalf of the DOB, except those acts found to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all of his or her actions or inactions in his or her capacity as a DOB member, except for any actions or inactions found to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the DOB members shall be satisfied from the Disclosure Program Budget.

(xxvi) **Reports**. On each of the first five anniversaries of the Effective Date, the DOB shall publish a public report describing the activities of the disclosure program, the use of any funds expended, and any funds committed for future use.

(xxvii) **Wind Down**. In or after one year following the Sequestration Date, the DOB shall wind itself down. If appropriate to facilitate the long-term success of the Public Document Repository, the DOB may arrange for another long-lived institution, such as one or more Attorneys General Offices, to interact with the Host Institution after the DOB is wound down (e.g., by receiving reports). Upon the wind down of the DOB, (i) the Host Institution shall be responsible for the permanent maintenance of the Public Document Repository; *provided* that, for avoidance of doubt, the access to the Access Materials and the Sequestered Materials granted to the DOB herein shall not be transferred to any successor institution other than the Host Institution and (ii) any Access Materials or Sequestered Materials in the possession of the DOB but not included in the Public Document Repository, for any reason, shall be, at NewCo's election, delivered to NewCo or destroyed or, if all or substantially all of the Assets of or Interests in NewCo have been sold, destroyed or delivered to Defense Counsel. Within ninety (90) days of the announcement of the dissolution of the Plan Administration Trust, the Plan Administration Trust shall use commercially reasonable efforts to return Privileged and Protected Information materials to Defense Counsel who shall retain the materials in a segregated client file.

(xxviii) **Master Disbursement Trust.** For the avoidance of doubt, nothing in Section 5.13 of the Plan limits the rights of the Master Disbursement Trust, subject to and in accordance with Section 5.12 of the Plan, to access or use Privileged documents, including Excluded Privileged Materials, in connection with any potential or actual Causes of Action, including, among other things, any potential or actual Causes of Action contemplated by or that may result from, the Shareholder Settlement Agreement, including, without limitation, with respect to a Cause of Action against a Shareholder Release Snapback Party upon the filing of a Notice of Shareholder Release Snapback.

14. Effective Date Cash; Surplus Reserved Cash

(i) **Effective Date Fixed Payments**. On the Effective Date, Effective Date Cash shall be used to fund (i) the Professional Fee Escrow Account in an amount necessary to satisfy Professional Fee Claims in accordance with Section 2.1(b) of the Plan, (ii) the Priority Claims Reserve in an amount necessary to satisfy estimated Allowed Administrative Claims (other than Professional Fee Claims and the DOJ Forfeiture Judgment Claim), Allowed Secured Claims and Allowed Priority Claims, (iii) the Claims Reserves in accordance with Section 7.2 of the Plan, (iv) the Disputed Cure Claims Reserve in accordance with Section 8.2(d) of the Plan, (v) the Wind-Up

Reserve in accordance with Section 5.3(d) of the Plan, (vi) the MDT Operating Reserve in accordance with Section 5.6(f) of the Plan, (vii) the Special Operating Reserve in accordance with Section 5.7(a) of the Plan, (viii) the Initial NewCo Cash in accordance with Section 5.4(c) of the Plan, (ix) the applicable PAT Distribution Account in the amounts necessary to make Distributions required in accordance with Article IV of the Plan in respect of Allowed Adlon General Unsecured Claims, Allowed Avrio General Unsecured Claims, and Allowed Other General Unsecured Claims, each to the extent Allowed as of the Effective Date, (x) the Initial Private Creditor Trust Distributions, (xi) the Initial Federal Government Distribution, (xii) the Initial Public Schools Distribution, (xiii) amounts required to establish the Public Document Repository in accordance with Section 5.13 of the Plan, (xiv) the upfront insurance premium payments and other amounts in accordance with Sections 5.3(e), 5.4(f) and 5.5(c) of the Plan and (xv) any other amounts required to be paid on the Effective Date pursuant to the Plan. No later than five (5) Business Days prior to the Effective Date, the Debtors shall provide notice to the Creditors' Committee and the Governmental Consent Parties of the then-current estimated amount of Effective Date Cash and all amounts described in Section 5.14(a) of the Plan, and shall promptly notify the Creditors' Committee and the Governmental Consent Parties of any changes to such estimations prior to the Effective Date. Any objection by the Creditors' Committee or the Governmental Consent Parties with respect to the Debtors' proposed amount of funding of any PAT Reserve shall be resolved by the Bankruptcy Court.

(ii) **Initial Public Creditor Trust Distributions.** On the Effective Date, all Effective Date Cash remaining after the satisfaction of all amounts described in the foregoing paragraph (a) shall be used to make the Initial Governmental Remediation Trust Distribution and the Initial Tribe Trust Distribution.

(iii) **Surplus Reserved Cash**. Prior to the dissolution of the Plan Administration Trust, the Plan Administration Trustee shall determine, on each six (6)-month anniversary of the Effective Date, whether the amounts available in any PAT Reserve exceed the amounts necessary to satisfy the purpose for which such reserves were established. If the Plan Administration Trustee determines that a surplus exists in any PAT Reserve as of the date of such determination, such Surplus Reserve Cash shall be (i) *first*, used to satisfy any funding deficiency in any other PAT Reserve and (ii) *second*, with respect to any amounts not used to satisfy any such funding deficiency in another PAT Reserve, transferred to the Master Disbursement Trust in accordance with the MDT Agreement. All Cash and cash equivalents of the Plan Administration Trust remaining upon the dissolution of the Plan Administration Trust, including any remaining Surplus Reserve Cash in the PAT Reserves, shall be transferred to the Master Disbursement Trust in accordance with the MDT Agreement.

15. Corporate Action

(i) **Dissolution of Boards of the Debtors**. As of the Effective Date, the respective boards of directors and managers, as applicable, of each of the Debtors shall be terminated and dissolved and the members of each of the boards of directors and managers, as applicable, of the Debtors shall be deemed to have resigned.

(ii) **Continued Existence of the Liquidating Debtors**. Each of the Debtors, other than the Transferred Debtors, shall continue to exist as a Liquidating Debtor after the Effective Date in accordance with the laws of the state under which such Debtor was formed and pursuant to its certificate of incorporation, bylaws, articles of formation, operating agreement, and other organizational documents, as applicable, in effect prior to the Effective Date, except to the extent such organizational documents are amended under the Plan, for the limited purposes of liquidating all of the Assets of such Debtor's Estate and making distributions in accordance with the Plan. From and after the Effective Date, except as set forth in the Plan, the Liquidating Debtors (i) for all purposes shall be deemed to have withdrawn their business operations from any state in which the Liquidating Debtors were previously conducting, or are registered or licensed to conduct, their business operations, and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal, (ii) shall be deemed to have canceled pursuant to the Plan all PPI Interests and, as of the PPLP Dissolution Date, all PPLP Interests, and (iii) shall not be liable in any manner to any taxing authority for franchise, business, license or similar taxes accruing on or after the Effective Date.

(iii) **Appointment of the PPLP Liquidator as the Sole Representative for the Liquidating Debtors**. On the Effective Date, the PPLP Liquidator shall be appointed as the sole director and sole officer of the Liquidating Debtors, and shall succeed to the powers of the Liquidating Debtors' general partners, directors and officers. From and after the Effective Date, the PPLP Liquidator shall be the sole representative of, and shall act for, the Liquidating Debtors and administer the winding up and dissolution of the Liquidating Debtors. The PPLP Liquidator shall act for the Liquidating Debtors in the same fiduciary capacity as applicable to a board of directors and officers, subject to the provisions hereof (and all certificates of formation, partnership agreements, operating agreements, membership agreements and related documents are deemed amended by the Plan to permit and authorize the same). Any fees and expenses incurred by the PPLP Liquidator shall be paid by the Plan Administration Trustee from the Wind-Up Reserve.

(iv) **Merger; Dissolution; Consolidation of the Liquidating Debtors**. On or after the date(s) upon which the Plan Administration Trust is established, the Liquidating Debtors or the PPLP Liquidator may, subject to the terms

of the Plan, cause any or all of the Liquidating Debtors to be merged into one or more of the Liquidating Debtors, dissolved or otherwise consolidated and engage in any other transaction in furtherance of the Plan. Notwithstanding the foregoing, upon the dissolution of each Liquidating Debtor by the PPLP Liquidator after the completion of the acts required of such Liquidating Debtor pursuant to the Plan, such Liquidating Debtor shall be deemed dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of such Liquidating Debtor; *provided, however*, that each Liquidating Debtor or the PPLP Liquidator, as applicable, shall file with the office of the Secretary of State, or other appropriate office for the state of its organization, a certificate of cancellation or dissolution.

(v) **Charter and Bylaws**. To the extent necessary or appropriate, the charters, by-laws and other organizational documents of the Debtors shall be amended, or amended and restated as necessary, in a manner consistent with section 1123(a)(6) of the Bankruptcy Code, if applicable, and the terms of the Plan.

(vi) **No Further Action**. Each of the matters provided for under the Plan involving the corporate structure of the Debtors or the Plan Administration Trust, or corporate action to be taken by or required of the Debtors, shall, as of the Effective Date, be deemed to have occurred (unless contemplated under the Plan to occur before or after the Effective Date) and be effective as provided in the Plan, and shall be authorized and approved in all respects without any requirement of further action by any Person, including, but not limited to, the Plan Administration Trustee, the PPLP Liquidator, Holders of Claims against or Interests in the Debtors or directors or officers of the Debtors.

(vii) **Effectuating Documents**. Prior to or after the Effective Date, any appropriate officer of the Debtors or the PPLP Liquidator, as applicable, shall be authorized to execute, deliver, file or record such contracts, instruments, releases, indentures and other agreements or documents, and to take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

(viii) **Exculpation and Indemnification of the PPLP Liquidator**. To the maximum extent permitted by applicable law, the PPLP Liquidator shall not have or incur any liability for actions taken or omitted in its capacity as the PPLP Liquidator, except those acts found by Final Order to be arising out of its willful misconduct, bad faith, gross negligence, or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all of its actions or inactions in its capacity as the PPLP Liquidator, except for any actions or inactions found by Final Order to be arising out of its willful misconduct, bad faith, gross

negligence or fraud. Any valid indemnification claim of the PPLP Liquidator shall be satisfied from the Wind-Up Reserve.

16. Cancellation of Notes, Interests, Instruments, Certificates and Other Documents

Except as otherwise provided in the Plan, on and after the Effective Date, all PPLP Interests and PPI Interests and all notes, instruments, certificates, agreements, indentures, mortgages, security documents and other documents evidencing Claims against or Interests in the Debtors or obligations of the Debtors or the Liquidating Debtors, as applicable, thereunder or in any way related to the foregoing shall be deemed canceled, satisfied in full and of no further force or effect without any need for further action or approval of the Bankruptcy Court.

17. Closing of Chapter 11 Cases

After a Debtor's Estate has been fully administered, the Plan Administration Trustee shall seek authority from the Bankruptcy Court to close the applicable Chapter 11 Case in accordance with the Bankruptcy Code and Bankruptcy Rules.

E. Distributions

1. Distributions Generally

Except as otherwise provided in the Plan or the PAT Agreement, all Distributions in respect of Allowed Claims, other than Channeled Claims, shall be made by the Disbursing Agent, or such other Persons designated by the Plan, in accordance with the terms of the Plan, including Article VI of the Plan. Except with respect to Sections 6.17, 6.20, and 6.21 of the Plan, Article VI of the Plan shall not apply to Channeled Claims.

2. Distributions on the Effective Date

On the Effective Date or as soon as reasonably practicable thereafter, the Disbursing Agent shall make Distributions (a) from the Priority Claims Reserve in respect of Allowed Administrative Claims, Allowed Secured Claims and Allowed Priority Claims, each in an amount and to the extent Allowed as of the Effective Date, and (b) from the PAT Distribution Account in respect of Allowed Avrio General Unsecured Claims and Allowed Adlon General Unsecured Claims, each in an amount required in accordance with Article VI of the Plan and solely to the extent Allowed as of the Effective Date.

3. Date of Distributions

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

4. Disbursing Agent

The Disbursing Agent shall be deemed to hold all property to be distributed under the Plan in trust for the Persons entitled to receive the same. The Disbursing Agent shall not hold an economic or beneficial interest in the property to be distributed under the Plan. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties.

5. Rights and Powers of Disbursing Agent

The Disbursing Agent shall be empowered to (a) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under the Plan, (b) make all Distributions contemplated by the Plan, (c) employ professionals to represent it with respect to its responsibilities and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

The Disbursing Agent shall only be required to act and make Distributions in accordance with the terms of the Plan and the PAT Agreement, and shall have no (x) liability for actions taken in accordance with the Plan and the PAT Agreement or in reliance upon information provided to it in accordance with the Plan or (y) obligation or liability in respect of any Channeled Claims or for Distributions under the Plan to any party who does not hold an Allowed Claim administered by the Plan Administration Trust at the time of Distribution or who does not otherwise comply with the terms of the Plan; *provided, however*, that the foregoing shall not affect the liability that otherwise would result from any such act or omission to the extent such act or omission is determined by a Final Order to have constituted willful misconduct, gross negligence, intentional fraud or criminal conduct of any such Person.

6. Expenses of Disbursement Agent

Any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date shall be paid in Cash by the Plan Administration Trustee from the Wind-Up Reserve.

7. Delivery of Distributions

Subject to Bankruptcy Rule 9010, the Disbursing Agent shall make all Distributions to any Holder of an Allowed Claim at the address of such Holder (a) as set forth on the Schedules filed with the Bankruptcy Court or (b) on the books and records of the Debtors or their agents, unless the Disbursing Agent has been notified in writing of a change of address, including, without limitation, by filing of a Proof of Claim by such Holder that contains an address for such Holder that is different than the address of such Holder as set forth in the Schedules or on such books and records of the Debtors.

8. Undeliverable and Unclaimed Distributions

In the event that any Distribution to any Holder of an Allowed Claim is returned as undeliverable, no Distribution to such Holder shall be made unless and until the Disbursing Agent has been notified of the then-current address of such Holder, at which time or as soon as reasonably

practicable thereafter such Distribution shall be made to such Holder without interest; *provided, however*, that all Distributions made by the Disbursing Agent that are unclaimed for a period of six (6) months after the Distribution thereof shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revest in the Plan Administration Trust, and any entitlement of any Holder of any Claims to such Distributions shall be extinguished and forever barred.

9. Distribution Record Date

As of the close of business on the Distribution Record Date, the Claims register shall be closed. The Disbursing Agent shall have no obligation to recognize any transfer of any such Claims occurring after the close of business on the Distribution Record Date and shall instead be entitled to recognize and deal, for all purposes under the Plan, with only those Holders of record as of the close of business on the Distribution Record Date.

10. Manner of Payment under Plan

At the option of the Disbursing Agent, any Cash payment to be made pursuant to the Plan may be made by a check or wire transfer or as otherwise required or provided in the PAT Agreement.

11. Minimum Cash Distributions

The Disbursing Agent shall not be required to make any Distributions of Cash in an amount less than $100, or such lower amount as determined by the Disbursing Agent in accordance with the PAT Agreement, to any Holder of an Allowed Claim; provided, however, that if any Distribution is not made pursuant to Section 6.11 of the Plan, such Distribution shall be added to any subsequent Distribution to be made on behalf of such Holder's Allowed Claims. The Disbursing Agent shall not be required to make any final Distribution of Cash in an amount less than $25 to any Holder of an Allowed Claim. If the amount of any final Distribution to any Holder of Allowed Claims would be $25 or less, then such Distribution shall be made available for Distribution to all Holders of Allowed Claims in the same Class receiving final Distributions of at least $25.

12. Setoffs and Recoupment

Subject to Section 2.1 and Sections 10.5 through 10.13 of the Plan, the Disbursing Agent may, but shall not be required to, set off against or recoup from any Claim against the Debtors, and from any payments to be made pursuant to the Plan with respect to such Claim, any Claims of any nature whatsoever (to the extent permitted by applicable law) that the Debtors or the Plan Administration Trust, as applicable, may have against the Holder of such Claim, but neither the failure to do so nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtors or the Plan Administration Trust of any such Claim it may have against such Holder.

13. Claims Paid or Payable by Third Parties

The Plan Administration Trustee shall reduce in full a Claim against the Debtors, and such Claim shall be Disallowed without a Claims objection having to be filed and without any further

notice to or action, order or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from any Person that is not a Debtor. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim against the Debtors receives a Distribution on account of such Claim and receives payment from a Person that is not a Debtor on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the Distribution to the Plan Administration Trust to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such Distribution under the Plan. The failure of such Holder to timely repay or return such Distribution shall result in the Holder owing the Debtors annualized interest at the federal judgment rate on such amount owed for each Business Day after the fourteen (14)-day grace period specified above until the amount is repaid.

14. Distributions after Effective Date

Distributions made after the Effective Date to Holders of Non-Participating Channeled Claims and other Disputed Claims that are not Allowed Claims as of the Effective Date, but which later become Allowed Claims, shall be deemed to have been made on the Effective Date (except for U.S. federal income tax purposes).

15. No Postpetition Interest and Penalties on Claims

Unless otherwise provided for in the Plan or the Confirmation Order or required by the Bankruptcy Code, no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date or to penalties on any Claim. Any such interest or penalty component of any such Claims, if Allowed, shall be paid only in accordance with section 726(b) of the Bankruptcy Code.

16. Allocation of Distributions between Principal and Interest

To the extent that any Allowed Claim is based upon any obligation or instrument that is treated for U.S. federal income tax purposes as indebtedness of any Debtor or any other Person and is entitled to accrued but unpaid interest thereon, it is intended, subject to applicable law, that such Distribution shall be allocated first to the principal amount of the Allowed Claim (as determined for U.S. federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Allowed Claim, to accrued but unpaid interest.

17. No Constructive Receipt

No Holder of Claims shall be treated as receiving a Distribution for U.S. federal income tax purposes except to the extent such Holder is entitled to receive such Distribution directly under the Plan (or such Distribution is made in satisfaction of an obligation of such Holder). All parties (including, without limitation, Holders of Claims against or Interests in the Debtors, the Related Parties of such Holders, the Debtors, the Master Disbursement Trust, the MDT Trustees and the Creditor Trusts) shall report consistently with the foregoing for U.S. federal income tax purposes.

18. No Distribution in Excess of Amount of Allowed Claim

Notwithstanding anything to the contrary in the Plan, no Holder of an Allowed Claim shall receive, on account of such Allowed Claim, Distributions in excess of the Allowed amount of such Claim when combined with amounts received by such Holder from other sources.

19. Satisfaction of Claims

Unless otherwise provided in the Plan, the Distributions and deliveries to be made on account of Allowed Claims under the Plan shall, in the aggregate, be in complete and final satisfaction, settlement and discharge of, and exchange for, such Allowed Claims. The Distributions and deliveries to be made on account of Claims under the Plan shall additionally be in consideration of the release and discharge of any and all Released Claims and Shareholder Released Claims related to or arising from such Claims.

20. Withholding and Reporting Requirements

(i) **Withholding Rights**. In connection with the Plan, and all instruments or Interests issued in connection therewith and in consideration thereof, any party issuing any instrument or Interest or making any Distribution or other payment described in the Plan shall comply with all applicable withholding and reporting requirements imposed by any U.S. federal, state or local or foreign taxing authority, and all Distributions pursuant to the Plan and all related agreements shall be subject to any such withholding or reporting requirements to the extent required under applicable law. In the case of a non-Cash Distribution that is subject to withholding, the distributing party may withhold a portion of such distributed property equal in value to the tax to the extent required to be withheld, and either (i) sell such withheld property to generate Cash necessary to pay over the withholding tax (or reimburse the distributing party for any advance payment of the withholding tax), or (ii) pay the withholding tax using its own funds and retain such withheld property. Any amounts withheld pursuant to Section 6.20(a) of the Plan and properly remitted to the applicable Governmental Unit shall be deemed to have been distributed to, and received by, the applicable recipient for all purposes of the Plan. In the event that any Person issues any instrument or Interest or makes any non-Cash Distribution or other payment pursuant to the Plan that is subject to withholding tax and such issuing or distributing party has not sold such withheld property to generate Cash to pay the withholding tax, or paid the withholding tax using its own funds and retained such withheld property as described above, such issuing or distributing party has the right, but not the obligation, to not make a Distribution or other payment until such Holder or other recipient has made arrangements reasonably satisfactory to such issuing or distributing party for payment of any such tax obligations, after which such issuing or distributing party shall return to such Holder or other recipient the portion of the property previously withheld.

(ii) **Forms**. Any party entitled to receive any Cash or other property under the Plan shall, upon request, deliver to the Disbursing Agent, the Master Disbursement Trust, the applicable Creditor Trust, NewCo, the Foundation or such other Person designated by the Plan Administration Trustee (which Person shall subsequently deliver to the Disbursing Agent any applicable IRS Form W-8 or Form W-9 or other forms or documents received), as applicable, a properly executed IRS Form W-9 or Form W-8, as applicable, and any other forms or documents reasonably requested by such party, to reduce or eliminate any withholding required by any U.S. federal, state, local or foreign taxing authority. Except as otherwise provided in the Creditor Trust Documents, as applicable, if any such request is made by such party in accordance with the foregoing, and the Holder fails to comply before the date that is three hundred sixty-five (365) calendar days after the request is made, the amount of such Distribution shall irrevocably revert to the Plan Administration Trust, the Master Disbursement Trust, the applicable Creditor Trust, NewCo or the Foundation, as applicable, and any Claim with respect to such Distribution shall be discharged and forever barred from assertion against such party or its property.

(iii) **Tax Liability**. Notwithstanding Section 6.20(a) of the Plan, each Holder of a Claim or other Person that receives or is to receive a Distribution pursuant to the Plan shall have the sole and exclusive responsibility for the satisfaction and payment (to the extent not withheld from such Distribution pursuant to Section 6.20(a) of the Plan) of any tax obligations imposed on such Holder by any Governmental Unit, including income, withholding and other tax obligations, on account of such Distribution.

21. Post-Confirmation Claims

Except as otherwise provided in the applicable Creditor Trust TDP, in the event a Person seeks payment at any time on account of a Channeled Claim as to which no Proof of Claim was filed before the Bar Date and/or for which no motion seeking leave or order granting leave to file a late Proof of Claim was filed or entered before the Confirmation Date, or as to which no Proof of Claim was required to be filed, such Person shall not be entitled to any payment or distribution on account of such Channeled Claim unless such Channeled Claim is held by a Settling Creditor. If such Channeled Claim is held by a Settling Creditor, such Person shall be entitled to seek to recover on such Channeled Claim solely from the Creditor Trust to which such Channeled Claim is or was channeled pursuant to the Master TDP, as determined by the Bankruptcy Court, and any such recovery shall be solely in accordance with and to the extent provided in the Creditor Trust TDP for such Creditor Trust. After the Effective Date, in addition to the Person seeking to assert such Channeled Claim and any Person against which such Channeled Claim is purportedly asserted, only the MDT Trustees, the Creditor Trustees and NewCo shall have standing to participate in any action before the Bankruptcy Court (or, in the event that such actions are heard before another tribunal, before such tribunal) in respect of the foregoing. For the avoidance of doubt, nothing in this paragraph is intended or shall be construed to enlarge, amend or modify the provisions of the Bar Date Order, nor is anything in this paragraph intended to derogate from, modify or amend the

terms and conditions of any Creditor Trust TDP or the Master TDP or the rights of any MDT Trustee, Creditor Trustee or claims administrator for any Creditor Trust.

F. Procedures for Non-Participating Channeled Claims and Other Disputed Claims

1. Procedures for Non-Participating Channeled Claims and other Disputed Claims Generally

Except as otherwise provided in the Plan, the PAT Agreement, or the Creditor Trust Documents, all Claims against the Debtors that are Non-Participating Channeled Claims or otherwise Disputed as of the Effective Date shall be subject to the claims resolution procedures set forth in the Plan, including Article VII of the Plan. Any Distributions on account of Non-Participating Channeled Claims or other Disputed Claims shall be reserved pending the completion of the Claims resolution process in Article VII of the Plan.

2. Non-Participating Claims Reserves; PAT Disputed Claims Reserves

(i) **Establishment**. On the Effective Date, or as soon as reasonably practicable thereafter, the Plan Administration Trustee and each applicable Creditor Trustee shall, consistent with and subject to section 1123(a)(4) of the Bankruptcy Code, with respect to each applicable Class of Claims against the Debtors, establish the PAT Disputed Claims Reserves or the applicable Non-Participating Claims Reserve(s) for such Class.

(ii) **Funding of PAT Disputed Claims Reserves**. The PAT Disputed Claims Reserves shall be funded on the Effective Date with Effective Date Cash in an amount determined by the Debtors and reasonably acceptable to the Creditors' Committee, the Governmental Consent Parties and, solely with respect to amounts funded on account of Disputed Other General Unsecured Claims, the Sackler Parties' Representative. Following establishment of the PAT Disputed Claims Reserves, the Plan Administration Trustee shall administer the applicable PAT Disputed Claims Reserve, in each case taking into account any changes in the projected distributions to Holders of the applicable Disputed Claims.

(iii) **Funding of Creditor Trust Non-Participating Claims Reserves**. With respect to the Creditor Trust Non-Participating Claims Reserves other than the Class 4 Non-Participating Claims Reserves, (i) each Creditor Trust PRA Non-Participating Claims Reserve and each Select Private Creditor Trust Non-Participating Claims Reserve will be funded on the Effective Date, and from time to time on or after the Effective Date, by the PRA Estate Distributions to which the Holders of the Non-Participating Channeled Claims in such Class would be entitled should their Claims be Allowed Claims pursuant to the applicable Creditor Trust TDP, and (ii) each Creditor Trust Non-PRA Non-Participating Claims Reserve will be funded from time to time after the Effective Date, in an amount equal to the Non-PRA Estate Distributions to which the Holders of the Non-Participating

Channeled Claims in such Class would be entitled should their Claims be Allowed Claims pursuant to the applicable Creditor Trust TDP, in each case as determined by the applicable Creditor Trustee and reasonably acceptable to the Debtors, the Creditors' Committee, the Governmental Consent Parties and the Sackler Parties' Representative, and (i) with respect to the Class 5 Non-Participating Claims Reserves, the Native American Tribe Group, (ii) with respect to the Class 6 Non-Participating Claims Reserve, the Public School District Claimants, (iii) with respect to the Class 7 Non-Participating Claims Reserve, the Ad Hoc Group of Hospitals, (iv) with respect to the Class 8 Non-Participating Claims Reserve, the Third-Party Payor Group, (v) with respect to the Class 9 Non-Participating Claims Reserve, the ERP Trustee, (vi) with respect to the Class 10(a) Non-Participating Claims Reserve, the NAS Committee, and (vii) with respect to the Class 10(b) Non-Participating Claims Reserves, the Ad Hoc Group of Individual Victims.

(iv) **Funding of Class 4 Non-Participating Claims Reserves**. The Class 4 PRA Non-Participating Claims Reserve shall be funded with the Non-Settling States Holdback Distributions and the Non-Settling Subdivisions Holdback Distributions, in each case, that are PRA Estate Distributions, and the Class 4 Non-PRA Non-Participating Claims Reserve shall be funded with the Non-Settling States Holdback Distributions and the Non-Settling Subdivisions Holdback Distributions, in each case, that are Non-PRA Estate Distributions in accordance with the following requirements:

(1) In the event that a State is a Non-Settling State on the Effective Date, then such State and each Subdivision of such State that has filed a Proof of Claim will be deemed to hold a Non-Participating Channeled Claim, and (A) a Non-Settling States Holdback Distribution on account of such State and each such Subdivision, that is a PRA Estate Distribution shall be deposited in the Class 4 Creditor Trust PRA Non-Participating Claims Reserve and (B) a Non-Settling States Holdback Distribution on account of such State and each such Subdivision, that is a Non-PRA Estate Distribution shall be deposited in the Class 4 Creditor Trust Non-PRA Non-Participating Claims Reserve. The Non-Settling States Holdback Distribution for the benefit of such Non-Settling State shall be equal to such State's share of Estate Distributions based on the interstate allocation as further described in Governmental Remediation Trust Documents. Any Non-Settling State's share shall be subdivided generally in accordance with the default state-subdivision allocation set forth in the Governmental Entity Shareholder Direct Settlement Agreement as if there was no applicable state-subdivision agreement. The portion of a Non-Settling State's share allocated to its Subdivisions who filed Proofs of Claim shall be further subdivided based on the applicable subdivision metrics developed by the MDL Plaintiffs' Executive Committee.

(2) Subject to Section 7.2(d)(iii) of the Plan, in the event that a State is a Settling State, but one or more of its Subdivisions that filed Proofs of Claim are not Participating Subdivisions, then the amount of the total PRA Estate Distributions and Non-PRA Estate Distributions allocated to such State shall be reduced by an amount equal to the share that a Non-Settling Subdivision would have received under (A) the intrastate allocation agreement that exists between that Settling State and its Subdivisions (if an intrastate allocation agreement exists), (B) the intrastate allocation statute (if an intrastate allocation statute exists), or (C) the default state-subdivision allocation set forth in the Governmental Entity Shareholder Direct Settlement Agreement (if no intrastate allocation agreement or statute exists), with the Non-Settling Subdivision's share calculated based on the applicable subdivision metrics developed by the MDL Plaintiffs' Executive Committee, with the amounts of such reductions deposited, (X) in the case of PRA Estate Distributions, in the Class 4 PRA Non-Participating Claims Reserve and (Y) in the case of Non-PRA Estate Distributions, in the Class 4 Non-PRA Non-Participating Claims Reserve. Non-Settling Subdivisions that have filed Proofs of Claim and whose Claims are or may be Allowed may be entitled to different allocations of Estate Distributions upon such Subdivision becoming a Participating Subdivision.

(3) In the event a Non-Settling Subdivision is located in a Settling State that has a statutory bar against such Non-Settling Subdivision pursuing a Released Claim, such Creditor Trust shall not be required to reserve any amount on account of the Non-Participating Non-Federal Domestic Governmental Claim held by such Non-Settling Subdivision.

(4) The Class 4 PRA Non-Participating Claims Reserve shall be funded over time from each PRA Estate Distribution and the Class 4 Non-PRA Non-Participating Claims Reserve shall be funded over time from each Non-PRA Estate Distribution, in each case, on account of each such Class 4 Non-Participating Channeled Claim, as applicable, including such amount(s) payable on account of Attorneys' Fees under Section 5.9 of the Plan.

(v) **U.S. Federal Income Tax Matters Relating to the Creditor Trust Non-PRA Non-Participating Claims Reserves**. Each Creditor Trust Non-PRA Non-Participating Claims Reserve is intended to be treated and shall be reported as an account of the corresponding Creditor Trust, and not as an entity separate from the corresponding Creditor Trust, for U.S. federal income tax purposes, and shall be treated consistently for state and local tax purposes, to the extent applicable. All parties (including the Shareholder Payment Parties, the Debtors, the MDT Trustees, the Plan Administration Trustee, each applicable Creditor Trustee, and Holders of Non-Participating

Claims and other Disputed Claims) shall be required to report for tax purposes in a manner consistent with the foregoing. Each applicable Creditor Trustee shall be responsible for payment, out of the assets of the applicable Creditor Trust Non-PRA Non-Participating Claims Reserve, of any taxes imposed on the applicable Creditor Trust Non-PRA Non-Participating Claims Reserve or its assets.

(vi) **U.S. Federal Income Tax Matters Relating to the Creditor Trust PRA Non-Participating Claims Reserves and the Select Private Creditor Trust Non-Participating Claims Reserves.** Each Creditor Trust PRA Non-Participating Claims Reserve and each Select Private Creditor Trust Non-Participating Claims Reserve is intended to be treated and shall be reported as a qualified settlement fund within the meaning of Treasury Regulations section 1.468B-1 for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes. The Master Shareholder Settlement Agreement provides that PRA L.P. shall timely elect, pursuant to Treasury Regulations Section 1.468B-1(k) (and any applicable state and local income tax purposes), to treat each Creditor Trust PRA Non-Participating Claims Reserve and each Select Private Creditor Trust Non-Participating Claims Reserve as a "grantor trust," all of which is owned, for federal and applicable state and local income tax purposes only, by PRA L.P., and that PRA L.P. shall maintain such elections and shall not revoke any of such elections without the prior written consent of the Master Disbursement Trust and the applicable Creditor Trust(s), and Section 7.2(f) of the Plan assumes that is the case. All parties (including the Shareholder Payment Parties, the Debtors, the Plan Administration Trustee, each applicable Creditor Trustee, the MDT Trustees, and Holders of Non-Participating Claims and other Disputed Claims) shall be required to report for tax purposes in a manner consistent with the foregoing. The applicable Creditor Trustee shall be the "administrator" of each Creditor Trust PRA Non-Participating Claims Reserve and each Select Private Creditor Trust Non-Participating Claims Reserve. The Master Shareholder Settlement Agreement provides that PRA L.P. shall take into account all items of income, gain, loss, deduction and credit (including capital gains and losses) recognized by or otherwise attributable to each of the Creditor Trust PRA Non-Participating Claims Reserves and each of the Select Private Creditor Trust Non-Participating Claims Reserve for U.S. federal (and any applicable state or local) income tax purposes on its tax returns. The applicable Creditor Trustee may request an expedited determination of taxes of a Creditor Trust PRA Non-Participating Claims Reserve or a Select Private Creditor Trust Non-Participating Claims Reserve, as applicable, under section 505(b) of the Bankruptcy Code for all returns, if any, filed for, or on behalf of, the Creditor Trust PRA Non-Participating Claims Reserve or Select Private Creditor Trust Non-Participating Claims Reserve for all taxable periods through the dissolution of the Creditor Trust PRA Non-Participating Claims Reserve or Select Private Creditor Trust Non-Participating Claims Reserve, as applicable. Nothing in Section 7.2(f) of the

Plan shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

3. Claim Objections

(i) **Prior to Effective Date**. Prior to the Effective Date, objections to Claims against the Debtors may be interposed and prosecuted by the Debtors and any other party in interest, including, for the avoidance of doubt, any Shareholder Released Party; *provided*, that no Shareholder Released Party shall interpose any objection to a Claim held by a Settling Creditor.

(ii) **PAT Disputed Claims Reserves**. On or after the Effective Date, except as otherwise provided in the Plan or the PAT Agreement, objections to Avrio General Unsecured Claims, Adlon General Unsecured Claims, and Other General Unsecured Claims against the Debtors may be interposed and prosecuted only by the Plan Administration Trustee, provided that with respect to Disputed Other GUC Litigation Claims, such objections may be interposed and prosecuted by any other party in interest, including, for the avoidance of doubt, any Shareholder Released Party. Any objections to Avrio General Unsecured Claims, Adlon General Unsecured Claims, and Other General Unsecured Claims shall be served on the applicable Holders of such Claims and filed with the Bankruptcy Court (A) on or before one hundred eighty (180) days following the later of (i) the Effective Date and (ii) the date that a Proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of the Holder of such Claim or (B) on such later date as may be fixed by the Bankruptcy Court (including upon request by a party in interest, including, for the avoidance of doubt, any Shareholder Released Party).

(iii) **Objections to Non-Participating Channeled Claims**. On or after the Effective Date, except as otherwise provided in the Plan or the applicable Creditor Trust Documents, objections to Non-Participating Channeled Claims may be interposed and prosecuted by the Master Disbursement Trust and any other party in interest, including, for the avoidance of doubt, the applicable Creditor Trustee or any Shareholder Released Party, and the Bankruptcy Court shall retain exclusive jurisdiction to the greatest extent permitted by applicable law to hear and determine such objections.

(iv) **Proceedings on Objections to Creditor Trust Channeled Claims other than in Class 4.** In connection with any objection to a Non-Participating Channeled Claim other than a Non-Participating Channeled Claim in Class 4, any judgment entered (i) as to the validity of such Claim shall constitute a binding determination that such Claim is either Allowed or Disallowed; and (ii) as to the amount of such Claim shall not be binding for purposes of Distribution, which shall instead be determined in accordance with Section 7.7(b) of the Plan and the applicable Creditor Trust Documents. The Bankruptcy Court (or any other court of competent jurisdiction in

connection with such an objection) may, at its discretion, decline to enter any judgment as to the amount of a Non-Participating Channeled Claim.

(v) **Proceedings on Objections to Creditor Trust Channeled Claims in Class 4**. In connection with any objection to a Non-Participating Channeled Claim in Class 4, any judgment entered (i) as to the validity of such Claim shall constitute a binding determination that such claim is either Allowed or Disallowed; and (ii) shall not determine the amount of such Claim for purposes of Distribution, which shall instead be determined in accordance with Section 7.7(c) of the Plan. The Bankruptcy Court (or any other court of competent jurisdiction in connection with such an objection) may, at its discretion, decline to enter any judgment as to the amount of a Non-Participating Channeled Claim.

(vi) **Omnibus Objections to Non-Participating Channeled Claims**. On or after the Effective Date, notwithstanding anything to the contrary in Bankruptcy Rule 3007, any party in interest, including, for the avoidance of doubt, the Creditor Trustee for the applicable Creditor Trust or any Shareholder Released Party, may object to more than one Non-Participating Channeled Claim consistent with the *Omnibus Claims Objection Procedures Approved in the Bankruptcy Court's Corrected Order Approving (I) Omnibus Claims Objection Procedures, (II) Omnibus Claims Settlement Procedures and (III) Omnibus Claims Hearing Procedures* [D.I. 2878] (the "**Omnibus Claims Objection Order**") as if (solely for purposes of such procedures) such party in interest were the Debtors. Any such omnibus objection shall be governed by the Omnibus Claims Hearing Procedures set forth in the Omnibus Claims Objection Order.

(vii) **Joint Hearings on Common Issues of Law or Fact**. To the extent that multiple pending objections to Non-Participating Channeled Claims in the same Class (including when brought as an omnibus objection pursuant to Section 7.3(f) of the Plan) raise common issues of law or fact, including for the avoidance of doubt issues of fact as to the Debtors' or other parties' alleged conduct, the Bankruptcy Court may, to the extent practicable and consistent with applicable law, schedule joint hearings in respect of such common issues, including joint evidentiary hearings as to issues of fact. For the avoidance of doubt, Section 7.3(g) of the Plan shall apply notwithstanding differences in the law governing Non-Participating Channeled Claims to which Section 7.3(g) of the Plan applies.

4. No Distribution Pending Allowance.

Except as otherwise expressly provided in the Plan or the PAT Agreement, if any portion of any Claim in any Class in the Plan, including any Avrio General Unsecured Claims, Adlon General Unsecured Claims, or Other General Unsecured Claims is Disputed or Non-Participating, no payment or Distribution provided under the Plan shall be made on account of such Claim unless and until such Disputed Claim or Non-Participating Claim becomes an Allowed Claim.

5. Estimation of Claims.

Subject in all respects to Section 7.12 of the Plan, the Debtors (before the Effective Date), and the Plan Administration Trustee (on or after the Effective Date), or any party in interest (including, for the avoidance of doubt, any Shareholder Released Party) may, at any time, request that the Bankruptcy Court estimate, pursuant to section 502(c) of the Bankruptcy Code, any Disputed Avrio General Unsecured Claims, Disputed Adlon General Unsecured Claims or Disputed Other General Unsecured Claims that the Bankruptcy Court has jurisdiction to estimate in accordance with the Bankruptcy Code or other applicable law, regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Claim, or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim at any time during litigation concerning any objection to any such Claim, including during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates such a Disputed Claim, such estimated amount shall constitute either the Allowed amount of such Claim, the amount used to determine the PAT Disputed Claims Reserves or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If such estimated amount constitutes a maximum limitation on such Claim, the Plan Administration Trustee or any party in interest (including, for the avoidance of doubt, any Shareholder Released Party) may elect to pursue any supplemental proceeding to object to any ultimate Distribution on account of such Claim.

6. Resolution of Claims.

Subject in all respects to Section 7.12 of the Plan, and except as expressly provided in the Plan, the PAT Agreement, the applicable Creditor Trust Documents, or any order entered by the Bankruptcy Court before the Effective Date, including the Confirmation Order, the MDT Trustees, the Plan Administration Trustee and each applicable Creditor Trustee shall have and retain any and all rights and defenses held by the Debtors with respect to any Claim against the Debtors as of the Petition Date, and, subject in all respects to Section 7.12 of the Plan, shall have the authority to compromise, settle, otherwise resolve or withdraw any objections to such Claims and to compromise, settle or otherwise resolve any Non-Participating Channeled Claims and other Disputed Claims without approval of the Bankruptcy Court; *provided*, *however*, that no Non-Participating Channeled Claim or other Disputed Claim may be resolved as contemplated in Section 7.6 of the Plan without the consent of the corresponding Creditor Trustee or Plan Administration Trustee, as applicable. Subject to the applicable Creditor Trust Documents, if the Master Disbursement Trust, the Plan Administration Trustee or the applicable Creditor Trustee, as applicable, and a Holder of a Non-Participating Channeled Claim or other Disputed Claim are unable to reach a settlement on the Non-Participating Channeled Claim or other Disputed Claim within two (2) years of the Effective Date, such Non-Participating Channeled Claim or other Disputed Claim shall be submitted to the Bankruptcy Court for resolution consistent with Article VII of the Plan. For the avoidance of doubt, nothing in Section 7.6 of the Plan shall (i) alter the processes for determining Distributions to the Holders of Allowed Channeled Claims set forth in the Plan, any order of the Bankruptcy Court, and the applicable Creditor Trust Documents or (ii) limit the rights and obligations of the Creditor Trustees in connection with such processes.

7. Distribution After Allowance.

(i) **PAT Disputed Claims Reserves**. In accordance with the PAT Agreement, on the first PAT Distribution Date following the date on which a Disputed Avrio General Unsecured Claim, Disputed Adlon General Unsecured Claim or Disputed Other General Unsecured Claim becomes an Allowed Claim, the Disbursing Agent shall remit to the respective PAT Distribution Account, for Distribution to the Holder of such Allowed Claim, the Cash or cash equivalents retained in the applicable PAT Disputed Claims Reserve in an amount equal to any amount that would have been distributed to the Holder of such Claim from the Effective Date through and including the PAT Distribution Date if such Claim had been Allowed as of the Effective Date, net of any costs and expenses, including taxes (if any), of or related to the applicable PAT Disputed Claims Reserve. Each Holder of a Disputed Avrio General Unsecured Claim, Disputed Adlon General Unsecured Claim and Disputed Other General Unsecured Claim that ultimately becomes an Allowed Claim shall have recourse only to the undistributed Cash held in the applicable PAT Disputed Claims Reserve for satisfaction of such Holders' Allowed Claim and shall have no recourse against any Protected Party or any Assets previously distributed on account of any Allowed Claim. No distribution from a PAT Disputed Claims Reserve or otherwise shall be made on account of any Disputed Claim unless such Disputed Claim is Allowed by a Final Order.

(ii) **Creditor Trust Non-Participating Claims Reserves**. With respect to the Creditor Trust Non-Participating Claims Reserves other than the Class 4 Non-Participating Claims Reserves, in accordance with the applicable Creditor Trust Documents, following the date on which a Non-Participating Channeled Claim becomes an Allowed Claim, each applicable Creditor Trust shall distribute to the Holder of such Allowed Claim the Cash or cash equivalents retained in the applicable Creditor Trust Non-Participating Claims Reserve(s) in an amount equal to any Estate Distribution amount that would have been distributed to the Holder of such Claim from the Effective Date through and including the applicable distribution date if such Claim had been Allowed as of the Effective Date pursuant to the applicable Creditor Trust TDP, net of any costs and expenses, including taxes (if any), of or related to the applicable Non-Participating Claims Reserve, and shall be entitled to receive its pro rata share of Estate Distributions as a Holder of an Allowed Claim in its applicable Class if and when such distribution is made, pursuant to the applicable Creditor Trust TDP. For the avoidance of doubt, nothing herein shall entitle the Holder of a Non-Participating Claim, regardless of Allowance, to any share of the Shareholder Direct Settlement Portion. Each Holder of a Non-Participating Channeled Claim that ultimately becomes an Allowed Claim shall have no recourse against any Protected Party or any Assets previously distributed on account of any Allowed Claim.

(iii) **Class 4 Non-Participating Claims Reserve**. Upon the Allowance of a Non-Participating Channeled Claim in Class 4, (i) the Governmental Remediation Trust shall distribute from the Class 4 Non-Participating Claims Reserves to the holder of such Allowed Claim an amount equal to the Estate Distribution the Holder of such Claim would have received if such Claim was an Allowed Class 4 Claim on the Effective Date, less (A) any costs, expenses, and fees (including taxes, if any) of or related to the Class 4 Non-Participating Claims Reserves and (B) any costs, expenses, and fees incurred by the Governmental Remediation Trust, the Master Disbursement Trust, the Debtors, or any Released Party (to the extent not already claimed or paid to or on behalf of any Released Party out of the Direct Claim Settlement Retained Payment Amounts or the Special Operating Reserve) arising out of, in relation to, or in connection with litigating or in any way resolving any objection to that Class 4 Claim, and (ii) the Holders of such Claim shall be entitled to receive further Estate Distributions pursuant to Article VI of the Plan.

8. Disallowance of Non-Participating Channeled Claims and Other Disputed Claims.

(i) **PAT Disputed Claims Reserves.** Upon Disallowance of a Disputed Avrio General Unsecured Claim, Disputed Adlon General Unsecured Claim or Disputed Other General Unsecured Claim, in whole or in part, the Plan Administration Trustee shall (i) first, reallocate all amounts reserved for distribution on account of such Disallowed Claim or the Disallowed portion thereof (the "**Disallowed Claim Distribution**") to Holders of then Allowed and Disputed Claims in the applicable Class and (ii) second, distribute the Disallowed Claim Distribution that has been so reallocated to each Holder of an Allowed Claim in such Class and allocate to the PAT Disputed Claims Reserve for such Class, *pro rata*, in accordance with clause (i) of this sentence.

(ii) **Creditor Trust Non-Participating Claims Reserves**. Upon Disallowance of a Non-Participating Channeled Claim other than with respect to any Non-Participating Channeled Claims in Class 4: (i) any amounts held in the applicable Creditor Trust PRA Non-Participating Claims Reserve or the applicable Select Private Creditor Trust Non-Participating Claims Reserve on account of such Non-Participating Channeled Claim shall be transferred by the applicable Creditor Trustee from the applicable Creditor Trust PRA Non-Participating Claims Reserve or the applicable Select Private Creditor Trust Non-Participating Claims Reserve directly to the corresponding Released Claims Reserve and any future Distribution that would have been funded to the applicable Creditor Trust PRA Non-Participating Claims Reserve or the applicable Select Private Creditor Trust Non-Participating Claims Reserve on account of such Non-Participating Channeled Claim shall be funded directly to the applicable Released Claims Reserve, and (ii) any amounts held in the applicable Creditor Trust Non-PRA Non-

Participating Claims Reserve on account of such Non-Participating Channeled Claim shall be released to the applicable Creditor Trust for distribution pursuant to the applicable Creditor Trust Documents.

(iii) **Class 4 Non-Participating Claims Reserve.** In the event a Non-Participating Channeled Claim in Class 4 is Disallowed: (i) the amount reserved on account of such Claim in the Class 4 PRA Non-Participating Claims Reserve shall be released to the corresponding Released Claims Reserve, and any future Distribution that would have been funded to the Class 4 PRA Non-Participating Claims Reserve on account of such Non-Participating Non-Federal Domestic Governmental Channeled Claim shall be funded directly to the Released Claim Reserve established in the Governmental Remediation Trust, and (ii) the amount reserved on account of such Claim in the Class 4 Non-PRA Non-Participating Claims Reserve shall be released to the Governmental Remediation Trust for distribution pursuant to the Governmental Remediation Trust Documents.

(iv) **Released Claims Reserves**. All amounts funded to the Released Claims Reserves in accordance with Section 7.8 of the Plan shall be administered in accordance with the terms of the Master Shareholder Settlement Agreement, including Article 5 and Exhibit N.

9. Allowance of Non-Participating Channeled Claims

(i) If no objection is affirmatively raised to the Allowance of a Non-Participating Channeled Claim (other than a Non-Participating Channeled Claim in Classes 10(a) or 10(b)) within two (2) years of the Effective Date, such claim shall be deemed Allowed and the holder thereof shall be entitled to the Estate Distribution allocated to such Channeled Claim under the applicable TDP. If no objection is affirmatively raised to the Allowance of a Non-Participating Channeled Claim in Classes 10(a) or 10(b) within eighteen (18) months of the Effective Date, such claim shall be deemed Allowed and the holder thereof shall be entitled to the Estate Distribution allocated to such Channeled Claim (if any) under the applicable TDP. Notwithstanding the foregoing, (i) any Allowance pursuant to Section 7.9(a) of the Plan shall not constitute a determination as to the merits of such Non-Participating Channeled Claim and shall not be used as a basis to assert the merits of such Non-Participating Channeled Claim in any forum, and (ii) any Non-Participating Channeled Claim that is Allowed (pursuant to Section 7.9 of the Plan or otherwise) shall still be subject to, and shall only receive a distribution pursuant to, the applicable TDP.

(ii) For the purposes of Allowance of any Non-Participating Channeled Claim that is not otherwise Disallowed in accordance with the Plan, such Channeled Claim shall be deemed an Allowed Claim (i) pursuant to a settlement or other resolution in accordance with Section 7.6 of the Plan, (ii) pursuant to Section 7.9(a) of the Plan, or (iii) upon entry of a Final Order

finding that such Holder has a valid, compensable Channeled Claim, regardless of the allowed amount of such Channeled Claim (and, for the avoidance of doubt, such Holder shall not be required to litigate the allowed amount of its Allowed Claim). Other than as expressly contemplated by the applicable trust distribution procedures, any judgment entered as to the amount of a Non-Participating Channeled Claim shall not be binding for purposes of Distribution, which shall instead be determined in accordance with Sections 7.7(b) and (c) of the Plan. The Bankruptcy Court (or any other court of competent jurisdiction in connection with such an objection) may, at its discretion, decline to enter any judgment as to the amount of a Non-Participating Channeled Claim.

10. Claims Resolution Procedures Cumulative

All of the objection, estimation, settlement and resolution procedures set forth in the Plan with respect to Claims against the Debtors are intended to be cumulative and not exclusive of one another. Claims against the Debtors may be established and subsequently settled, compromised, withdrawn or resolved in accordance with the Plan by any mechanism approved by the Bankruptcy Court.

11. No Postpetition Interest or Penalties on Non-Participating Channeled Claims and other Disputed Claims

Unless otherwise specifically provided for in the Plan or the Confirmation Order or required by applicable bankruptcy law, no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date or to any penalties on any Claim. Interest and penalties shall not accrue or be paid upon any Non-Participating Channeled Claim or other Disputed Claim with respect to the period from the Effective Date to the date a Distribution is made thereon, or on and after such Non-Participating Channeled Claim or other Disputed Claim becomes an Allowed Claim.

12. Shareholder Rights Regarding Settlement and Estimation of Claims

In consideration of certain compromises made under the Shareholder Settlements, notwithstanding anything to the contrary contained in the Plan, the Confirmation Order, or the other Plan Documents, neither the Debtors, the reorganized Debtors, the Estates, the Plan Administration Trust, the Plan Administration Trustee, any of the Creditor Trusts, any of the Creditor Trustees, nor any representative or successor of any of the foregoing shall be permitted to settle or seek to estimate any Non-Participating Channeled Claim or other Disputed Claim absent the express written consent of the Sackler Parties' Representative, not to be unreasonably withheld, solely to the extent that such settlement or estimation of any such Non-Participating Channeled Claim or other Disputed Claim could be reasonably expected to adversely impact any Shareholder Released Party's defense against or resolution of any claims or Causes of Action asserted or potentially asserted against any Shareholder Released Party that would have been released pursuant to the Shareholder Direct Claims Release had the Persons asserting or potentially asserting such claims or Causes of Action been Settling Creditors (including because admissions of fact or showings of evidentiary support requisite to effectuation of such settlement or estimation could adversely impact the legal defenses of any Shareholder Released Party); *provided* that no

such consent shall be required to the extent that (a) such settlement or estimation of such Non-Participating Channeled Claim or other Disputed Claim is sought in an amount not exceeding $1,000,000, (b) such settlement or estimation of such Non-Participating Channeled Claim or other Disputed Claim would include no non-monetary conditions on the part of any Debtor, any reorganized Debtor, any Estate, the Plan Administration Trust, the Plan Administration Trustee, any Creditor Trust, any Creditor Trustee, or any representative or successor of any of the foregoing, and (c) the total aggregate amount of Non-Participating Channeled Claims or other Disputed Claims or formerly Non-Participating Channeled Claims or other Disputed Claims that have been settled or estimated do not exceed $10,000,000. Whether or not the Debtors, the reorganized Debtors, the Estates, the Plan Administration Trust, the Plan Administration Trustee, any of the Creditor Trusts, any of the Creditor Trustees, or any representative or successor of any of the foregoing settles or estimates (or seeks to settle or estimate) any Non-Participating Channeled Claim or other Disputed Claim, in no event shall any Shareholder Released Parties be considered the privies of any of the foregoing for purposes of preclusion principles or otherwise. For the avoidance of doubt, nothing in Section 7.12 of the Plan gives, or is intended to give, any party any consent rights over any determinations made by any Creditor Trustee with regard to the appropriate amount that any Holder of an Allowed Claim is entitled to receive from the applicable Creditor Trust TDP.

G. Executory Contracts and Unexpired Leases.

1. Assumption and Rejection of Executory Contracts and Unexpired Leases

(i) As of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which any Debtor is a party, subject to the terms of Section 8.4 of the Plan, shall be deemed assumed by the applicable Debtor and, except with respect to any contract or lease held by a Transferred Debtor, assigned to NewCo or its designee, except for any executory contract or unexpired lease that (i) has previously been assumed or rejected pursuant to a Final Order of the Bankruptcy Court, (ii) is specifically identified on the Schedule of Rejected Contracts, (iii) is the subject of a separate assumption or rejection motion filed by the Debtors under section 365 of the Bankruptcy Code pending on the Confirmation Date, (iv) is the subject of a pending Contract Dispute or (v) is being otherwise treated pursuant to the Plan. The Debtors reserve the right to modify the treatment of any particular executory contract or unexpired lease pursuant to the Plan with the reasonable consent to the Governmental Consent Parties. Furthermore, notwithstanding anything to the contrary in the Plan, the Debtors may alter, amend, modify or supplement the Schedule of Rejected Contracts and assume, assume and assign or reject executory contracts and unexpired leases at any time prior to the Effective Date or, with respect to any executory contract or unexpired lease subject to a Contract Dispute that is resolved after the Effective Date, within thirty (30) days following entry of a Final Order of the Bankruptcy Court resolving such Contract Dispute.

(ii) Subject to the occurrence of the Effective Date, the payment of any applicable Cure Amount and the resolution of any Contract Dispute, the entry of the Confirmation Order shall constitute approval of the rejections, assumptions and assumptions and assignments provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated in the Plan or provided in a separate order of the Bankruptcy Court, rejections, assumptions and assumptions and assignments of executory contracts and unexpired leases pursuant to the Solicitation Procedures Order and the Plan are effective as of the Effective Date. Each executory contract and unexpired lease assumed pursuant to the Plan or by order of the Bankruptcy Court shall vest in and be fully enforceable by the applicable Debtor or NewCo, in each case in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(iii) Unless otherwise provided in the Plan (including Section 8.4 of the Plan) or by separate order of the Bankruptcy Court, each executory contract or unexpired lease that is assumed or assumed and assigned shall include any and all modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument or other document is listed in an Assumption Notice.

(iv) Except as otherwise expressly set forth on an Assumption Notice, any contracts, engagement letters, retention agreements, and similar arrangements, in each case between the Debtors and any attorneys, accountants, financial advisors, investment bankers or similar professionals, representatives or advisors, shall not be treated under the Plan as executory contracts subject to assumption, assumption and assignment, or rejection. Counterparties to any such contracts, engagement letters, retention agreements and similar arrangements were required to file Proofs of Claim by the General Bar Date, and any Allowed Claims relating thereto shall be treated as Other General Unsecured Claims or Co-Defendant Claims, as applicable.

2. Determination of Contract Disputes and Deemed Consent

(i) The Debtors shall serve Assumption Notices in accordance with the Solicitation Procedures Order. If a counterparty to an executory contract or unexpired lease receives an Assumption Notice, but such executory contract or unexpired lease is not listed therein, the proposed Cure Amount for such executory contract or unexpired lease shall be deemed to be zero dollars ($0).

(ii) Any counterparty to an executory contract or unexpired lease shall have the time prescribed in the Solicitation Procedures Order to object to (i) the Cure Amount identified on the Assumption Notice, (ii) adequate assurance of future performance by the applicable Debtor, NewCo or its assignee (within the meaning of section 365 of the Bankruptcy Code) and (iii) any other matter pertaining to assumption or assumption and assignment of such executory contract or unexpired lease on the terms set forth in the Plan and such Assumption Notice.

(iii) To the extent a Contract Dispute is asserted in an objection filed in accordance with the procedures set forth in the Assumption Notice, such Contract Dispute shall be heard by the Bankruptcy Court at the Confirmation Hearing. Following resolution of a Contract Dispute by Final Order of the Bankruptcy Court, the applicable executory contract or unexpired lease shall be deemed assumed or assumed and assigned effective as of the Effective Date, subject to the Debtors' right to reject such executory contract or unexpired lease at any time prior to the Effective Date or, if any Contract Dispute is resolved after the Effective Date, within thirty (30) days following entry of such Final Order of the Bankruptcy Court resolving the applicable Contract Dispute.

(iv) To the extent a Contract Dispute has not been resolved prior to the Effective Date, the Debtors shall establish the Disputed Cure Claims Reserve. Any amounts in the Disputed Cure Claims Reserve remaining after the resolution of all Disputed Cure Claims and the payment of all Cure Amounts with respect to Allowed Cure Claims for contracts and leases to be assumed or assumed and assigned shall be applied in accordance with Section 5.14(c) of the Plan.

(v) To the extent an objection is not timely filed and properly served on the Debtors with respect to a Contract Dispute, then the counterparty to the applicable contract or lease shall be deemed to have assented to (i) the Cure Amount proposed by the Debtors and (ii) the assumption or assumption and assignment of such contract or lease on the terms set forth in the Plan and the Assumption Notice, notwithstanding any provision of the applicable contract or lease that (A) prohibits, restricts or conditions the transfer or assignment of such contract or lease or (B) terminates or permits the termination of such contract or lease as a result of any direct or indirect transfer or assignment of the rights of the Debtors under such contract or lease or a change in the ownership or control as contemplated by the Plan, and shall forever be barred and enjoined from asserting such objection against the Debtors or terminating or modifying such contract or lease on account of transactions contemplated by the Plan.

(vi) With respect to payment of any Cure Amounts or resolution of Contract Disputes, none of the Debtors, the Plan Administration Trustee, NewCo or any Transferred Debtor shall have any obligation to recognize or deal with

any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned or otherwise transferred its Cure Claim.

3. Payments Related to Assumption of Contracts and Leases

(i) Subject to resolution of any Contract Dispute, any Cure Claim shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Plan Administration Trust from the Priority Claims Reserve or the Disputed Cure Claims Reserve, as applicable, or NewCo in the ordinary course of business upon assumption thereof.

(ii) Assumption or assumption and assignment of any executory contract or unexpired lease pursuant to the Plan, or otherwise, shall result in the full release and satisfaction of any Claims or defaults, subject to satisfaction of the Cure Amount, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the effective date of assumption or assumption and assignment. Any Proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed shall be deemed Disallowed and expunged, without further notice, or action, order or approval of the Bankruptcy Court or any other Person.

4. Co-Defendant Contracts

Except as otherwise provided in the Plan or agreed by any counterparty and the Debtors (with the consent (not to be unreasonably withheld, conditioned or delayed) of the Governmental Consent Parties, and after consultation with the Creditors' Committee), the assumption of any contract or lease under the Plan shall (a) release any Causes of Action on account of any and all terms or provisions of such contract or lease solely to the extent such terms or provisions create an obligation of any party thereto (or any assignee thereof), or give rise to a right in favor of any non-Debtor under any MDT Insurance Policy or any other insurance policy of any Protected Party, for the indemnification or reimbursement of any Person for costs, losses, damages, fees, expenses or any other amounts whatsoever relating to or arising from any actual or potential opioid-related litigation or dispute, whether accrued or unaccrued, asserted or unasserted, existing or hereinafter arising, based on or relating to, or in any manner arising from, in whole or in part, Opioid-Related Activities or other conduct occurring prior to the Effective Date; and (b) constitute a release by each party of each other counterparty (and any assignee thereof or successor thereto) and by each non-Debtor party of all Insurance Companies, in each case, from any and all Causes of Action and other rights of recovery arising under or relating to such indemnification and reimbursement rights to the extent relating to any conduct occurring prior to the Effective Date, and an agreement by each non-Debtor counterparty to release any and all Co-Defendant Claims held by such party and to channel, in accordance with the Channeling Injunction, all Channeled Claims arising under or relating to such contract, including any such Claims that might otherwise be elevated to administrative status through assumption of such contract or lease. On the Effective Date, (x) all

Co-Defendant Claims arising under or related to any such assumed or assumed and assigned contract or lease shall be released and discharged with no consideration on account thereof, and all Proofs of Claim in respect thereof shall be deemed expunged, without further notice, or action, order or approval of the Bankruptcy Court or any other Person and (y) all Channeled Claims arising under or related to any such assumed or assumed and assigned contract or lease shall be channeled in accordance with the Channeling Injunction. For the avoidance of doubt, unless otherwise agreed by the counterparty to any assumed or assumed and assigned contract or lease, the foregoing shall not release or otherwise modify any term or provision of such contract or lease to the extent of any indemnification or reimbursement rights (i) accruing after the Effective Date for conduct occurring after the Effective Date, (ii) for any amounts, if any, due to a Co-Defendant as a result of the New York Opioid Stewardship Act (2018 N.Y. Sess. Laws, ch. 57, pt. NN 7 (codified at N.Y. Pub. Health Law § 3323 and N.Y. State Fin. Law § 97-aaaaa)) or (iii) for any Co-Defendant Surviving Pre-Effective Date Claim. Notwithstanding the release, satisfaction, expungement and extinguishment of Co-Defendant Claims, a Co-Defendant retains its Co-Defendant Defensive Rights, which include the ability to recover from Persons that are not Protected Parties or from any insurance policies that are not Purdue Insurance Policies or other insurance policies of Protected Parties. The counterparty to such contract or lease and all other applicable Persons shall be bound by the terms set forth in Section 8.4 of the Plan.

5. Rejection Claims

In the event that the rejection of an executory contract or unexpired lease by any of the Debtors in the Plan results in damages to the other party or parties to such contract or lease, any Claim for such damages shall be forever barred and shall not be enforceable against the Debtors or their Estates, properties or interests in property, unless a Proof of Claim is filed with the Bankruptcy Court and served upon the Debtors no later than thirty (30) days after the entry of the order of the Bankruptcy Court (including the Confirmation Order) authorizing the rejection of such executory contract or unexpired lease. Any such Claim shall be classified in accordance with the classification of Claims set forth in Article III of the Plan, including that any such Claims that constitute Co-Defendant Claims shall be classified as such. The Confirmation Order shall constitute the Bankruptcy Court's authorization of the rejection of all the leases and contracts identified in the Schedule of Rejected Contracts.

6. Compensation and Benefit Plans

Except with respect to any Benefit Plans for which the Debtors have received approval of the Bankruptcy Court to reject or terminate on or before the Effective Date or that are subject to a pending motion to reject or terminate as of the Confirmation Hearing, all Benefit Plans shall be deemed to be, and shall be treated as, executory contracts under the Plan pursuant to sections 365 and 1123 of the Bankruptcy Code and shall be assumed by applicable Debtors and, unless held by a Transferred Debtor, assigned to NewCo (or one of its Subsidiaries).

7. Purdue Pension Plan

The Purdue Pension Plan has approximately 3,200 participants. PPLP is the contributing sponsor of the Purdue Pension Plan. The Debtors that are members of the contributing sponsor's controlled-group within the meaning of 29 U.S.C. §§ 1301(a)(13), (14) are jointly and severally

liable with respect to the Purdue Pension Plan. Further, any non-debtor members of the contributing sponsor's controlled-group are also jointly and severally liable with respect to the Purdue Pension Plan.

On or prior to the Effective Date, the Debtors shall have commenced a standard termination of the Purdue Pension Plan pursuant to 29 U.S.C. § 1341 and any standard termination costs, other liabilities, or obligations remaining thereunder as of the Effective Date shall be assumed and payable by NewCo.

NewCo or its wholly owned subsidiary will assume the Purdue Pension Plan to the extent the standard termination and PBGC audit, pursuant to 29 U.S.C. § 1303, has not been completed for the Purdue Pension Plan prior to the Effective Date. Specifically, upon the Effective Date, NewCo or its wholly owned subsidiary shall be deemed to have assumed the Purdue Pension Plan (to the extent the standard termination and PBGC audit has not been completed prior to the Effective Date) and all liabilities and assets thereunder and shall comply with all applicable statutory provisions of ERISA and the IRC, including, but not limited to, satisfying the minimum funding standards pursuant to 26 U.S.C. §§ 412, 430, and 29 U.S.C. §§1082, 1083; paying the PBGC premiums in accordance with 29 U.S.C. §§ 1306 and 1307; administering the Purdue Pension Plan in accordance with its terms and the provisions of ERISA and the IRC, and completing the standard termination under 29 U.S.C. § 1341 (and NewCo reserves all rights thereunder).

Notwithstanding any provision in the Plan to the contrary, no provision contained in the Plan, the Confirmation Order, the Bankruptcy Code (including section 1141 thereof), or any other document filed in the Debtors' bankruptcy cases shall be construed as discharging, releasing, exculpating or relieving any Person (other than the Liquidating Debtors) from any fiduciary duties or liabilities under Title I of ERISA with respect to the Purdue Pension Plan. PBGC and the Purdue Pension Plan shall not be enjoined or precluded from enforcing such fiduciary duties or liabilities under Title I of ERISA as a result of any of the provisions of the Plan, the Confirmation Order, the Bankruptcy Code or any other document filed in the Debtors' bankruptcy cases. The PBGC and the Debtors agree that all Proofs of Claim filed by the PBGC shall be deemed to be withdrawn, with prejudice, as of the Effective Date.

8. Insurance Policies

Notwithstanding anything to the contrary in the Plan, the Plan Documents, the Disclosure Statement or the Confirmation Order:

(i) nothing in the Plan, the Plan Documents, the Disclosure Statement or the Confirmation Order shall terminate or otherwise reduce the coverage under any D&O Insurance Policy with respect to conduct occurring on or prior to the Effective Date, and, after the Effective Date, all directors, officers, managers, authorized agents and employees of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any applicable D&O Insurance Policy for the full term of such policy, including but not limited to any extension of coverage after the end of such policy period if an extended reporting period has been

purchased, in accordance with the terms thereof, subject to (i) any release or assignment of rights by certain Shareholder Released Parties pursuant to the Shareholder Settlements and (ii) with respect to D&O Insurance Policies that are MDT Insurance Policies, the provisions of paragraph (b) of Section 8.8 of the Plan.

(ii) after the Effective Date, in consideration of the Estate Releases and Shareholder Releases in favor of each Released Party and Shareholder Released Party that is an individual insured under any MDT Insurance Policy:

(1) each such Released Party or Shareholder Released Party (A) will fully cooperate with the Master Disbursement Trust in connection with the settlement of claims or rights under such MDT Insurance Policy, including but not limited to as set forth in Section 8.8(b)(i) of the Plan, and (B) shall be deemed to consent to the release of any claims or rights held by such Released Party or Shareholder Released Party against and under such MDT Insurance Policy in the event that the Master Disbursement Trust has otherwise obtained settlement terms that it deems acceptable in its sole discretion with the same effect as if such Released Party or Shareholder Released Party had executed such settlement agreement, and without further consideration to such Released Party or Shareholder Released Party from the insurance settlement proceeds or otherwise in respect of such settlement;

(2) no such Released Party or Shareholder Released Party (other than a Sackler Family Member) that was a director, officer, manager, authorized agent or employee of the Debtors who served in such capacity at any time prior to the Petition Date shall be entitled to submit a claim under any MDT Insurance Policy for anything other than reimbursement of attorneys' fees and related expenses incurred in connection with such individual's cooperation with, or in connection with the defense of such individual with respect to, any investigation, prosecution and/or litigation involving conduct relating to the Debtors or the Debtors' business or property or any defense of the Releases or the Channeling Injunction; and

(3) no such Shareholder Released Party (other than a current or former director, officer, manager, authorized agent or employee that is not a Sackler Family Member, each of whom is subject to paragraph (ii) of Section 8.8(b) of the Plan) shall be entitled to submit a claim under any MDT Insurance Policy other than in accordance with the Shareholder Settlements.

(iii) on and after the Effective Date, all Purdue Insurance Policies (other than the MDT Insurance Policies) shall be deemed to be, and shall be treated as,

executory contracts under the Plan, and shall be assumed pursuant to sections 105 and 365 of the Bankruptcy Code by the applicable Debtor, and such Purdue Insurance Policies shall vest, and/or the Purdue Insurance Rights (other than the MDT Insurance Rights) associated therewith shall vest, as applicable, in NewCo, the applicable Transferred Debtor or the Plan Administration Trust, as applicable, in accordance with the NewCo Transfer Agreement and the PAT Agreement and continue in full force and effect in accordance with their respective terms such that the applicable recipients of the Purdue Insurance Policies (other than the MDT Insurance Policies) and the Purdue Insurance Rights (other than the MDT Insurance Rights) shall become and remain liable in full for and shall satisfy, to the extent required under applicable law, any prospective premiums, deductibles, self-insured retentions and any other amounts or obligations arising in any way out of the receipt of payment from an Insurance Company in respect of the Purdue Insurance Policies (other than the MDT Insurance Policies); and

(iv) solely with respect to Purdue Insurance Policies that are not MDT Insurance Policies, the automatic stay of section 362(a) of the Bankruptcy Code and the injunctions set forth in the Plan, if and to the extent applicable, shall be deemed lifted without further order of this Bankruptcy Court, solely to permit (i) claimants with valid workers' compensation claims or direct action claims against Insurance Companies under applicable non-bankruptcy law to proceed with their claims; and (ii) Insurance Companies to administer, handle, defend, settle and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (A) workers' compensation claims, (B) claims where a claimant asserts a direct claim against an Insurance Company under applicable non-bankruptcy law, or an order has been entered by this Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in the Plan to proceed with its claim, and (C) all costs in relation to each of the foregoing.

9. Reservation of Rights

(i) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule or other annex to the Plan or in the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is or is not an executory contract or unexpired lease or that the Debtors have any liability thereunder.

(ii) Except as explicitly provided in the Plan, nothing in the Plan shall waive, excuse, limit, diminish or otherwise alter any of the Estate Causes of Action under any executory or non-executory contract or unexpired lease.

(iii) Nothing in the Plan shall increase, augment or add to any of the duties, obligations, responsibilities or liabilities of the Debtors under any executory

or non-executory contract or unexpired or expired lease, including the Purdue Insurance Policies.

(iv) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under the Plan, the Debtors shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

H. Conditions Precedent to the Occurrence of the Effective Date

1. Conditions Precedent to Effective Date

The Effective Date shall not occur unless all of the following conditions precedent have been satisfied:

(i) the Confirmation Order shall have been entered by the Bankruptcy Court, and shall not be subject to any stay and shall not have been modified or vacated on appeal;

(ii) the Plan Documents shall have been approved of or accepted by all applicable Persons in accordance with the respective consent rights under the Plan, and shall have been filed, executed and delivered, as applicable, and the conditions precedent contained therein shall have been satisfied or waived in accordance with the terms thereof, except with respect to such conditions that by their terms shall be satisfied substantially simultaneously with or after consummation of the Plan;

(iii) the DOJ Resolution (including, for the avoidance of doubt, the entry of a judgment of conviction in strict accordance with the Plea Agreement and the payment in full of the DOJ Forfeiture Payment) shall have been consummated or will be consummated substantially simultaneously with consummation of the Plan;

(iv) the NewCo Operating Agreement shall have been executed and shall be in compliance with the DOJ Resolution, the NewCo Transferred Assets shall have vested in NewCo (or one or more of its Subsidiaries) in accordance with the NewCo Transfer Agreement and the NewCo Managers shall have been appointed;

(v) the MDT Agreement shall have been executed, the MDT Transferred Assets shall have vested, or will vest simultaneously with the consummation of the Plan, in the Master Disbursement Trust in accordance therewith and the MDT Trustees shall have been appointed;

(vi) the Creditor Trust Documents shall have been executed and the Creditor Trustees shall have been appointed;

(vii) the Public Entity Settlements other than the Public School District Shareholder Direct Settlement shall have been consummated or will be consummated substantially simultaneously with consummation of the Plan, including (i) the payment in full of the Initial Public Creditor Trust Distributions and (ii) the issuance of the MDT Interests to the Public Creditor Trusts;

(viii) the Foundation Bylaws shall have been adopted, the Foundation Trustees shall have been appointed and the NewCo Interest shall have been issued, or will be issued simultaneously with consummation of the Plan to the Foundation;

(ix) the Private Entity Settlements other than the Opt-Out Class Action Settlements shall have been consummated or will be consummated substantially simultaneously with consummation of the Plan, including: (i) with respect to the Creditor Trusts that are not the subject of Opt-Out Class Actions, the payment in full of the Initial Private Creditor Trust Distributions to such Creditor Trusts, (ii) the issuance of the MDT Claims (in the case of Creditor Trusts that are the subject of Opt-Out Class Actions, to the extent that the applicable Opt-Out Class Action Settlement has been consummated) and (iii) the execution of any Plan Documents required to be executed in connection with the foregoing;

(x) with respect to the Creditor Trusts that are the subject of Opt-Out Class Actions, payment in full of the Initial Private Creditor Trust Distributions to such Creditor Trusts, or, to the extent that the applicable Opt-Out Class Action Settlement has not been consummated, the placement of the Shareholder Direct Settlement Portion of the Initial Private Creditor Trust Distributions for such Creditor Trusts into the applicable Class Action Escrow Account;

(xi) each Shareholder Settlement Agreement other than the Opt-Out Class Action Settlements shall have been executed and all amounts required to be paid thereunder on the Effective Date shall have been received, and all of the conditions precedent to the effectiveness of each Shareholder Settlement Agreement other than the Opt-Out Class Action Settlements shall have been satisfied or waived in accordance with the terms of such Shareholder Settlement Agreement;

(xii) the Ratepayer Mediation Participants Stipulation shall have been approved by a Final Order of the Bankruptcy Court;

(xiii) the PAT Agreement shall have been executed, the PAT Assets shall have vested, or will vest simultaneously with the consummation of the Plan, in the Plan Administration Trust in accordance therewith and the Plan Administration Trustee shall have been appointed;

(xiv) each of the PAT Reserves, the Claims Reserves, the Professional Fee Escrow Account the Special Operating Reserve and the PAT Distribution Accounts shall have been fully funded, or will be funded simultaneously with the consummation of the Plan, and each of the other payments and Distributions of Effective Date Cash described in Sections 5.14(a) and (b) of the Plan shall have been made or will be made substantially simultaneously with consummation of the Plan;

(xv) the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings and documents that are necessary to implement and effectuate the Plan;

(xvi) all Professional Fee Claims shall have been paid in full or amounts sufficient to pay such Claims after the Effective Date shall have been placed in the Professional Fee Escrow Account, or shall be otherwise contained in a professional fee retainer, pending approval by the Bankruptcy Court;

(xvii) the Debtors shall have implemented the Restructuring Transactions, or shall implement the Restructuring Transactions simultaneously with the consummation of the Plan, in a manner consistent in all material respects with the Plan;

(xviii) the Bankruptcy Court shall have confirmed that the Bankruptcy Code authorizes the transfer and vesting of the MDT Transferred Assets, notwithstanding any terms of the Purdue Insurance Policies or provisions of non-bankruptcy law that any Insurance Company may otherwise argue prohibits such transfer and vesting;

(xix) the DOB shall have been appointed in accordance with Section 5.13(c) of the Plan;

(xx) all Liens granted as contemplated by the Plan and any documents included in the Plan Supplement shall have been approved by the Bankruptcy Court;

(xxi) the Debtors shall have Effective Date Cash sufficient to pay the effective date fixed payments as provided in Section 5.14(a) of the Plan in full in cash; and

(xxii) all other actions, documents and agreements necessary to implement and effectuate the Plan shall have been effected or executed.

2. Waiver of Conditions Precedent

Each of the conditions precedent to the occurrence of the Effective Date (other than the condition precedent set forth in Section 9.1(i) of the Plan) may be waived by the Debtors; provided that (a) with respect to any condition precedent, the waiver of which would materially and adversely affect the entitlements of any Class of Claims (or any Creditor Trust to which such Claims shall be channeled) represented by any of the Supporting Claimants, the waiver of such

condition precedent shall also require the consent (not to be unreasonably withheld, conditioned or delayed) of the applicable Supporting Claimants representing such materially and adversely affected Class of Claims, it being understood that the waiver of the condition precedent set forth in Section 9.1(i) of the Plan materially and adversely affects the Class of Claims and the Creditor Trust entitled to the applicable Initial Private Creditor Trust Distribution and/or MDT Claim, (b) the waiver of the conditions precedent set forth in Sections 9.1(a), (b) (solely with respect to any Plan Document over which the Creditors' Committee has a consent right set forth in the Plan), (e), (f), (i), (j), (k), (l), (m), (n), (p) (solely with respect to Professional Fee Claims by Professional Persons retained by the Creditors' Committee), (q), (r), (s), and (u) of the Plan shall also require the consent of the Creditors' Committee (which consent shall not be unreasonably withheld, delayed or conditioned), (c) the waiver of the conditions precedent set forth in Sections 9.1(a), (b) (solely with respect to any Plan Document over which the Governmental Consent Parties have a consent right set forth in the Plan), (d), (e), (f), (g), (i), (n), (q), (r), (s), and (u) of the Plan shall also require the consent of the Governmental Consent Parties (which consent shall not be unreasonably withheld, delayed or conditioned) and (d) the waiver of the conditions precedent set forth in Sections 9.1(a), (b) (solely with respect to any Plan Document over which the Sackler Parties' Representative has a consent right set forth in the Master Shareholder Settlement Agreement), (e), (g), (i), (j), (k), (m), (n) and (q) of the Plan shall also require the consent of the Sackler Parties' Representative (which consent shall not be unreasonably withheld, delayed or conditioned).

3. Frustration of Conditions Precedent

Notwithstanding anything to the contrary in the Plan, if the failure to satisfy any condition precedent to the Effective Date set forth in Section 9.1 of the Plan was primarily caused by the action of any party (or such party's failure to act), then (i) such party's consent shall not be required for the Debtors' waiver of such condition and (ii) such party shall not be entitled to prevent or delay the Effective Date by asserting that such condition has not been satisfied.

I. Effect of Confirmation

1. Binding Effect

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of the Confirmation Order, the provisions of the Plan and the Plan Documents shall bind every Holder of a Claim against or Interest in any Debtor and every Holder of a Channeled Claim and inure to the benefit of, and be binding on, any such Holder's respective successors and assigns, regardless of whether any Claim or Interest of such Holder is Impaired under the Plan or whether such Holder has accepted the Plan.

2. Discharge of Claims against and Interests in the Debtors

Upon the Effective Date and in consideration of the Distributions to be made under the Plan, except as otherwise provided in the Plan or in the Confirmation Order, each Holder (as well as any trustee or agent on behalf of such Holder) of a Claim or Interest and any successor, assign and affiliate of such Holder shall be deemed to have forever waived, released and discharged the Debtors (other than the Liquidating Debtors), to the fullest extent permitted by section 1141 of the

Bankruptcy Code, of and from any and all Claims, Interests, rights and liabilities that arose prior to the Effective Date. Except as otherwise provided in the Plan, upon the Effective Date, all such Holders of Claims against or Interests in the Debtors, and their successors, assigns and affiliates, shall be forever precluded and enjoined, pursuant to sections 105, 524 and 1141 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against, or terminated Interest in, any Debtor. Pursuant to section 1141(d)(3) of the Bankruptcy Code, confirmation of the Plan will not discharge the Liquidating Debtors; *provided* that, upon confirmation of the Plan and the occurrence of the Effective Date, Holders of Claims against and Interests in the Debtors may not seek or receive any payment or other Distribution from, or seek recourse against, the Debtors or their Estates or, to the extent set forth in the Plan, any other Protected Party, except as expressly provided in the Plan. The Co-Defendant Defensive Rights shall not be waived, released or discharged and all Co-Defendant Defensive Rights are preserved, as provided in Section 10.18 of the Plan.

3. Pre-Confirmation Injunctions, Stays, Stipulations and Discovery Orders

(i) Unless otherwise provided in the Plan, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under section 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

(ii) Notwithstanding paragraph (a) of Section 10.3 of the Plan, on the Effective Date, without further action by or order of the Bankruptcy Court:

(1) any and all obligations of the Shareholder Released Parties arising under the Case Stipulation shall terminate and the Case Stipulation shall be withdrawn, vacated and superseded by the Confirmation Order solely with respect to paragraphs 15, 17, 19, 22 and 25 of the Case Stipulation, and solely as such paragraphs apply to any Shareholder Released Party; provided that, for the avoidance of doubt, the terms of such paragraphs shall continue in full force and effect with respect to all other parties (if applicable), and all other provisions of the Case Stipulation shall remain in full force and effect, in each case, unless otherwise provided by the Plan;

(2) any and all obligations of any Shareholder Released Party arising under paragraph I of the voluntary injunction set forth in Appendix I to the Preliminary Injunction (and any predecessors or successors of the Preliminary Injunction) shall terminate, and the Preliminary Injunction shall be withdrawn, vacated and superseded by the Confirmation Order solely with respect to paragraph I of the voluntary injunction set forth in Appendix I; provided that, for the avoidance of doubt, all other provisions of the Preliminary Injunction shall remain in full force and effect, unless otherwise provided by the Plan; and

(3) any and all obligations of any Person arising under any subpoenas issued pursuant to any of Order Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016 Authorizing Examination of Third Parties [D.I. 992] (as amended by the Amended Order Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016 Authorizing Examination of Third Parties [D.I. 1008]), the Order Pursuant to Rules 2004 and 9016 of the Federal Rules of Bankruptcy Procedure Authorizing Examinations of Certain Financial Institutions [D.I. 1143], the Order Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016 Authorizing Examinations of and Document Production by Third Parties [D.I. 1340] and the Order Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016 Authorizing Examination of Certain Former Debtor Executives, Separately Represented Debtor Personnel, and Norton Rose Fulbright Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9006 [D.I. 1788] shall terminate.

(iii) Any and all information shared or produced by any Shareholder Released Party pursuant to the agreements or orders referenced in the foregoing paragraph (b) of Section 10.3 of the Plan, including any such information also shared with Persons not party to the Case Stipulation shall remain subject to the confidentiality terms under which it was shared, including any information that was designated under the Protective Order (or confidentiality agreement that was superseded by the Protective Order), which such information shall remain confidential under the terms of the Protective Order unless such information, materials or documents are included in the Public Document Repository in accordance with the Plan and the Master Shareholder Settlement Agreement. Names or other identifying information of investments or specific third-party counterparties or advisors with whom or with which a Shareholder Released Party has or had a third-party investment, advisory or business relationship that was disclosed in documents or information produced by a Shareholder Released Party and designated Outside Professional Eyes Only Information under the Protective Order shall retain such designation and be protected accordingly.

(iv) Except as provided in the PI TDP, nothing in the Plan shall either (i) excuse any Person from compliance with any legislative, judicial or administrative subpoena, any civil investigative demand or any request for information made in the course of a government investigation; or (ii) limit any right of any Person with respect to compliance with any legislative, judicial or administrative subpoena, any civil investigative demand or any request for information made in the course of a government investigation.

4. Injunction against Interference with Plan

Subject to Section 12.4 of the Plan, upon entry of the Confirmation Order, all Holders of Claims against or Interests in the Debtors, Holders of Channeled Claims, Releasing Parties,

Released Parties, Shareholder Released Parties and other parties in interests shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan and the Plan Documents. Section 10.4 of the Plan shall be included in the Confirmation Order.

5. Plan Injunction

(i) Except as otherwise provided in the Plan or in the Confirmation Order, as of the entry of the Confirmation Order but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against or Interests in the Debtors are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting, directly or indirectly, a Debtor or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this clause (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree or order against a Debtor or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this clause (ii) or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this clause (iv) or any property of any such transferee or successor; (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan; and (vi) commencing or continuing, in any manner or in any place, any action that does not comply, or is inconsistent, with the provisions of the Plan; *provided, however*, that nothing contained in the Plan shall preclude such Persons who have held, hold or may hold Claims against or Interests in a Debtor or an Estate from exercising their rights, or obtaining benefits, pursuant to, and consistent with, the terms of the Plan and the Plan Documents.

(ii) All Persons, including all governmental, tax and regulatory authorities, lenders, trade creditors, dealers, customers, employees, litigation claimants and other creditors holding Claims, Liens, Interests, charges, encumbrances and other interests of any kind or nature whatsoever, including rights or Claims based on any successor or transferee liability, against or in a Debtor, the NewCo Transferred Assets, the MDT Transferred Assets or the PAT Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, known or unknown), arising under

or out of, in connection with, or in any way relating to the Debtors, the NewCo Transferred Assets, the MDT Transferred Assets, the PAT Assets, the operation of the NewCo Transferred Assets prior to the Effective Date or the Restructuring Transactions are forever barred, estopped and permanently enjoined from asserting against the Released Parties, their respective successors and assigns, their property, the NewCo Transferred Assets, the MDT Transferred Assets or the PAT Assets, any Released Claim or any other Cause of Action the assertion of which does not comply with or is inconsistent with the provisions of the Plan, including, without limitation, by: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting, directly or indirectly, a Released Party, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this clause (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree or order against a Released Party, or any direct or indirect transferee of any property of, or direct or indirect successor-in-interest to, any of the foregoing Persons mentioned in this clause (i) or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing any encumbrance of any kind or asserting any Released Claims in any manner, directly or indirectly, against a Released Party or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this clause (iii) or any property of any such transferee or successor; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan.

6. Releases

(i) Releases by Debtors.

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by the Debtors and their Estates from any and all Causes of Action, including any derivative claims asserted or assertible by or on behalf of any Debtor or any of their Estates and including any claims that any Debtor or any of their Estates, or that any other Person or party claiming under or through any Debtor or any of their Estates, would have presently or in the future been legally entitled to assert in its own right (whether individually or

collectively) or on behalf of any Debtor or any of their Estates or any other Person, 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, based on or relating to, or in any manner arising from, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date (including the Debtors' Opioid-Related Activities, manufacture, marketing and sale of Products, interaction with regulators concerning Opioid-Related Activities or Products, and involvement in the subject matter of the Pending Opioid Actions, and the past, present or future use or misuse of any opioid by a Releasing Party), (ii) the Estates or (iii) the Chapter 11 Cases. The Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Creditor Trusts, NewCo, the Foundation and any other newly-formed Persons that shall be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the Releases set forth in Section 10.6(a) of the Plan.

Notwithstanding anything in the Plan to the contrary, (x) nothing in the Plan shall release any Excluded Claim and (y) nothing in Section 10.6(a) of the Plan shall (A) release any contractual Estate Cause of Action or any Estate Cause of Action that is commercial in nature and, in each case, unrelated to either the Chapter 11 Cases or the subject matter of the Pending Opioid Actions; *provided* that, with respect to the Settling Co-Defendants, only Estate Surviving Pre-Effective Date Claims shall be retained and not released, (B) release any Estate Cause of Action against a Holder of a Claim against a Debtor, to the extent such Estate Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, *provided, however*, that the foregoing shall not apply to any Holder of a Co-Defendant Claim solely with respect to such Co-Defendant Claim, (C) be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements, or (D) release any Claim or right to disgorge, recoup or recover compensation under the orders authorizing the Key Employee Plans or the orders with respect to the *Motion of Debtors for Entry of an Order Authorizing (I) Debtors to (A) Pay Pre-Petition Wages, Salaries, Employee Benefits and Other Compensation and (B) Maintain Employee Benefits Programs and Pay Related Administrative Obligations, (II) Employees and Retirees to Proceed with Outstanding Workers' Compensation Claims and (III) Financial Institutions to Honor and Process Related Checks and Transfers* [D.I. 6].

(ii) Releases by Releasing Parties.

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by the Releasing Parties from any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that any Releasing Party, or that any other Person or party claiming under or through any Releasing Party, would have presently or in the future

been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Releasing Party or any other Person, 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.

Without limiting the foregoing: (A) the foregoing releases include any Cause of Action of a Releasing Party that has been or may be asserted against any Released Party, by such Releasing Party (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) (x) 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 (y) 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; and (B) the parties intend that these releases (including the term "Released Claims") be broad and interpreted so as to give the Released Parties the broadest possible release of any liability relating in any way to the Released Claims.

For the avoidance of doubt and notwithstanding anything to the contrary in the Plan or the Confirmation Order, the releases set forth in Section 10.6(b) of the Plan, and all references to "Releasing Parties" as used in the Plan shall not apply to (i) Holders of Claims who do not opt-in to the releases through their applicable ballots, (ii) Holders of Claims whose releases will be governed solely and exclusively by a Direct Claims Shareholder Settlement Agreement and (iii) Holders of Non-Federal Domestic Governmental Claims, whose releases shall be governed solely and exclusively by the Governmental Entity Shareholder Direct Settlement Agreement.[126] For the avoidance of doubt and notwithstanding anything to the contrary in the Plan, none of the releases, injunctions, or other terms contained in the Plan or the Confirmation Order shall expand, limit, alter, or otherwise affect any releases, waivers, or disclaimers of liability or other terms contained in any of the Direct Claims Shareholder Settlement Agreements.

To the extent that, on or after the Effective Date, any Releasing Party negotiates and enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasing Party will include (or in the case of a Non-Party Settlement that is part of a Chapter 11 Plan, will take

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[126] **The Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, remain subject to ongoing negotiations. The releases in the Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, may differ from those provided for in Section 10.6(b) of the Plan. The rights of all parties to the Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, are fully reserved.**

reasonable best efforts to cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind against the Released Parties substantially equivalent to that required from the Shareholder Released Parties in Section 10.7(b)(ii)(A) of the Plan, or a release from such Non-Released Party in favor of the Released Parties (in a form equivalent to Section 10.6(b)) of the Plan of any Claim-Over. Each Releasing Party acknowledges and agrees that it shall take reasonable steps to enforce such agreement related to indemnification and contribution, and any other agreement related to indemnification and contribution from a prior opioid settlement, in each case as applicable, for the benefit of the and the Released Parties.

Notwithstanding anything in the Plan to the contrary, (x) nothing in the Plan shall release any Excluded Claim; (y) Co-Defendants (including, for the avoidance of doubt, Settling Co-Defendants) shall not be Released Parties for purposes of Section 10.6(b) of the Plan; and (z) nothing in Section 10.6(b) of the Plan shall (A) release any Non-Opioid Excluded Claims, (B) release any Estate Cause of Action against a Holder of a Claim against a Debtor, to the extent such Estate Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, *provided, however,* that the foregoing shall not apply to any Holder of a Co-Defendant Claim solely with respect to such Co-Defendant Claim, or (C) be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements.

Notwithstanding anything in the Plan to the contrary, but subject to the MDT Insurer Injunction and the Settling MDT Insurer Injunction, the Debtors shall not be released from liability for any Claim (other than any Co-Defendant Claim) that is or may be covered by any Purdue Insurance Policy; *provided* that recovery for any such Claim, including by way of settlement or judgment, shall be limited to the available proceeds of such Purdue Insurance Policy (and any extra-contractual liability of the Insurance Companies with respect to the Purdue Insurance Policies), and no Person or party shall execute, garnish or otherwise attempt to collect any such recovery from any assets other than the available proceeds of the Purdue Insurance Policies. The Debtors shall be released automatically from a Claim described in this paragraph upon the earlier of (x) the abandonment of such Claim and (y) such a release being given as part of a settlement or resolution of such Claim, and shall be released automatically from all Claims described in this paragraph upon the exhaustion of the available proceeds of the Purdue Insurance Policies (notwithstanding the nonoccurrence of either event described in the foregoing clauses (x) and (y)).

(iii) Releases by Debtors of Holders of Claims.

As of the Effective Date, all Holders of Channeled Claims (excluding, in all respects, any Excluded Party, Shareholder Release Snapback Party or MDT Insurer) are hereby released by the Debtors and their Estates from any and all Causes of Action for any Claim in connection with, or arising out of, (i) the administration of the Chapter 11 Cases; the negotiation and pursuit of the Restructuring Transactions, the Plan, the Master Disbursement Trust, the Creditor Trusts (including the trust distribution procedures and the other Creditor Trust Documents) and the solicitation of votes with respect to, and

confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the administration of the Plan and the property to be distributed under the Plan; and the wind-up and dissolution of the Liquidating Debtors and the transactions in furtherance of any of the foregoing or (ii) such Holder's participation in the Pending Opioid Actions. The Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Creditor Trusts, NewCo, the Foundation and any other newly-formed Persons that shall be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the Releases set forth in Section 10.6(c) of the Plan.

As of the Effective Date, all Holders of PI Channeled Claims (excluding, in all respects, any Excluded Party, Shareholder Release Snapback Party or MDT Insurer) are hereby released by the Debtors and their Estates from any and all Causes of Action for any Claim in connection with, or arising out of, (i) the Debtors, as such Entities existed prior to or after the Petition Date (including the Debtors' Opioid-Related Activities, manufacture, marketing and sale of Products, interaction with regulators concerning Opioid-Related Activities or Products, and involvement in the subject matter of the Pending Opioid Actions, and the past, present or future use or misuse of any opioid by a Releasing Party), (ii) the Estates or (iii) the Chapter 11 Cases, including, in each case, without limitation, any act, conduct, omission, event, transaction, occurrence, injury, damage, or continuing condition in any way relating to the foregoing.

Notwithstanding anything in the Plan to the contrary, (x) nothing in the Plan shall release any Excluded Claim and (y) nothing in Section 10.6(c) of the Plan shall (A) release any contractual Estate Cause of Action or any Estate Cause of Action that is commercial in nature and, in each case, unrelated to either the Chapter 11 Cases or the subject matter of the Pending Opioid Actions, *provided* that, with respect to the Settling Co-Defendants, only Estate Surviving Pre-Effective Date Claims shall be retained and not released, (B) release any Estate Cause of Action against a Holder of a Claim against a Debtor, to the extent such Estate Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, *provided, however,* that the foregoing shall not apply to any Holder of a Co-Defendant Claim solely with respect to such Co-Defendant Claim, (C) release any claim or right arising in the ordinary course of the Debtors' or NewCo's business, including, without limitation, any such claim with respect to taxes or (D) be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements.

7. Shareholder Releases

(i) **Releases by Debtors.**

(1) **As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Shareholder Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released, subject to clause (z) of the last**

paragraph of Section 10.7(a) of the Plan, by the Debtors and their Estates from any and all Causes of Action, including any Estate Causes of Action asserted or assertible by or on behalf of any Debtor or any of their Estates and including any claims that any Debtor or any of their Estates, or that any other Person or party claiming under or through any Debtor or any of their Estates, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Debtor or any of their Estates or any other Person, 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, based on or relating to, or in any manner arising from, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date (including the Debtors' Opioid-Related Activities, manufacture, marketing and sale of Products, interaction with regulators concerning Opioid-Related Activities or Products, and involvement in the subject matter of the Pending Opioid Actions, and the past, present or future use or misuse of any opioid by a Releasing Party), (ii) the Estates or (iii) the Chapter 11 Cases. The Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Creditor Trusts, NewCo, the Foundation and any other newly-formed Persons that shall be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the Shareholder Releases set forth in Section 10.7(a) of the Plan.

(2) **To the extent that, on or after the Effective Date, any Debtor Party negotiates and enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Debtor Party will include (or in the case of a Non-Party Settlement that is part of a Chapter 11 Plan, will take reasonable best efforts to cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind against the Shareholder Released Parties substantially equivalent to that required from the Shareholder Released Parties in Section 10.7(b)(ii)(A) of the Plan, or a release from such Non-Released Party in favor of the Shareholder Released Parties (in a form equivalent to Section 10.7(b)) of the Plan of any Claim-Over. Each Debtor Party acknowledges and agrees that it shall take reasonable steps to enforce such agreement related to indemnification and contribution, and any other agreement related to indemnification and contribution from a prior opioid**

settlement, in each case as applicable, for the benefit of the Shareholder Released Parties.

(3) **In the event that (x) any Debtor Party, after the Effective Date, either (i) obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Party that does not contain a prohibition like that described in Section 10.7(a)(ii) of the Plan; (ii) files a Non-Party Covered Conduct Claim against a Non-Released Party in bankruptcy and such Debtor Party does not use reasonable best efforts to obtain a prohibition/release like that described in Section 10.7(a)(ii) of the Plan; or (iii) enters into a Non-Party Settlement without a prohibition/release like that described in Section 10.7(a)(ii) of the Plan, and (y) such Non-Released Party asserts a Claim-Over against a Shareholder Released Party, the Shareholder Released Party shall be relieved of the prohibition in Section 10.7(b)(ii)(B) of the Plan with respect to that Non-Released Party and that Debtor Party and the Sackler Parties' Representative shall take the following actions to ensure that the Shareholder Released Parties do not pay more with respect to Covered Conduct than the amounts owed under the Plan and the Master Shareholder Settlement Agreement by Shareholder Payment Groups:**

(A) **The Sackler Parties' Representative shall notify that Debtor Party of the Claim-Over within sixty (60) calendar days of when it becomes aware of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date, whichever is later;**

(B) **The Sackler Parties' Representative and that Debtor Party shall meet and confer concerning the means to hold Shareholder Released Parties harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by the Shareholder Payment Groups under Plan and the Master Shareholder Settlement Agreement;**

(C) **That Debtor Party and the Sackler Parties' Representative shall take steps sufficient and permissible under the law of the state of the Debtor Party to hold Shareholder Released Parties harmless from the Claim-Over and ensure Shareholder Released Parties are not required to pay more with respect to Covered Conduct than the amounts owed by the Shareholder Payment Groups under Plan and the Master Shareholder Settlement Agreement. Such steps may include, where permissible:**

(A) **Filing of motions to dismiss or such other appropriate motion by the Sackler Parties' Representative or Shareholder Released Parties and supported by that Releasing Party, in response to any claim filed in litigation or arbitration;**

(B) **Reduction of that Debtor Party's Claim and any judgment it has obtained or may obtain against such Non-Released Party by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Debtor Party has obtained, may obtain, or has authority to control from such Non-Released Party;**

(C) **Placement into escrow of funds paid by the Non-Released Parties such that those funds are available to satisfy the Claim-Over;**

(D) **Payment of monies to Shareholder Released Parties by that Debtor Party to ensure they are held harmless from such Claim-Over, up to the amount that Releasing Party has obtained, may obtain, or has authority to control from such Non-Released Party;**

(E) **Credits to Shareholder Payment Groups under the Plan and the Master Shareholder Settlement Agreement to reduce the overall amounts to be paid under Plan and the Master Shareholder Settlement Agreement such that they are held harmless from the Claim-Over; and**

(F) **Such other actions as that Debtor Party and Shareholder Payment Parties, the Sackler Parties' Representative may devise to hold Shareholder Released Parties harmless from the Claim-Over.**

(D) **To the extent the preconditions for Section 10.7(b)(ii)(C) of the Plan to apply are satisfied, the actions taken pursuant to paragraph (III) must, in combination, ensure that Shareholder Payment Groups are not required to pay more with respect to Covered Conduct than the amounts owed by them to such Debtor Party under the Plan and the Master Shareholder Settlement Agreement.**

(4) **Each Debtor and each Estate will not transfer any Cause of Action and no Person shall prosecute any such Cause of Action on any Debtor's or Estate's behalf, in each case unless such transferee or Person has agreed to comply with Sections 10.7(a)(ii) and (iii) of the Plan.**

(5) **Notwithstanding anything in the Plan to the contrary, (x) nothing in the Plan shall release any Excluded Claim; (y) nothing in Section 10.7(a) of the Plan shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements and the Separation Agreements; and (z) upon the filing of a Notice of Shareholder Release Snapback, (A) the Shareholder Releases set forth in Section 10.7(a) of the Plan shall be entirely null and void, revoked and invalidated, as of the Effective Date, with respect to all members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties, (B) the *status quo ante* shall be restored in all respects for the Debtors and the Master Disbursement Trust with respect to the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties, and (C) the Master Disbursement Trust shall be deemed to have received and accepted all of the rights with respect to any member of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties, in each case, that the Debtors and their Estates had prior to the Effective Date and that the Master Disbursement Trust would have pursuant to the transfer of the MDT Shareholder Rights to the Master Disbursement Trust if the Shareholder Releases of Section 10.7(a) of the Plan had never been granted, which rights the Debtors and their Estates shall be deemed to have irrevocably transferred, granted and assigned to the Master Disbursement Trust; *provided* that, for the avoidance of doubt, notwithstanding the nullification, voiding, revocation and invalidation pursuant to the foregoing clause (A), the Shareholder Releases shall continue in effect for, and shall be fully enforceable by and for the benefit of, all other Shareholder Released Parties other than the Breaching Shareholder Family Group and the Designated Shareholder Released Parties.**

(ii) Releases by Releasing Parties.

(i) As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Shareholder Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released, subject to clause (y) of the last paragraph of Section 10.7(b) of the Plan, by the Releasing Parties from any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that any Releasing Party, or that any other Person or party claiming under or through any Releasing Party, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Releasing Party or any other Person, 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.

Without limiting the foregoing: (A) the foregoing releases include any Cause of Action of a Releasing Party that has been or may be asserted against any Shareholder Released Party, by such Releasing Party (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) (x) 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 (y) 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; and (B) the parties intend that these releases (including the term "Shareholder Released Claims") be broad and interpreted so as to give the Shareholder Released Parties the broadest possible release of any liability relating in any way to the Shareholder Released Claims.

For the avoidance of doubt and notwithstanding anything to the contrary in the Plan or the Confirmation Order, the releases set forth in Section 10.7(b) of the Plan, and all references to "Releasing Parties" as used in the Plan, shall not apply to (i) Holders of Claims who do not opt-in to the releases through their applicable ballots, (ii) Holders of Claims whose releases will be governed solely and exclusively by a Direct Claims Shareholder Settlement Agreement and (iii) Holders of Non-Federal Domestic Governmental Claims, whose releases shall be governed solely and exclusively by the Governmental Entity Shareholder Direct Settlement Agreement.[127] For the avoidance of doubt and notwithstanding anything to the contrary in the Plan, none of the releases, injunctions, or other terms contained in the Plan or the Confirmation Order shall expand, limit, alter, or otherwise affect any releases, waivers, or disclaimers of liability or other terms contained in any of the Direct Claims Shareholder Settlement Agreements.

(ii) (A) No Shareholder Released Party shall seek to recover for amounts paid under Master Shareholder Settlement Agreement and the Plan based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, health care practitioner; *provided* that a Shareholder Released Party shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it.

(B) To the extent that, on or after the Effective Date, any Releasing Party negotiates and enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasing Party will include (or in the case of a Non-Party Settlement that is part of a Chapter 11 Plan, will take reasonable best efforts to cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind against the Shareholder Released Parties substantially equivalent to that required from the Shareholder Released Parties in Section 10.7(b)(ii)(A) of the Plan, or a release from such Non-Released Party in favor of the Shareholder Released Parties (in a form equivalent to Section 10.7(b) of the Plan) of any Claim-Over. Each Releasing Party acknowledges and agrees that it shall take reasonable steps to enforce such agreement related to indemnification and contribution, and any other agreement related to indemnification and contribution from a prior opioid settlement, in each case as applicable, for the benefit of the Shareholder Released Parties.

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[127] **The Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, remain subject to ongoing negotiations. The releases in the Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, may differ from those provided for in Section 10.7 of the Plan. The rights of all parties to the Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, are fully reserved.**

(C) In the event that (x) any Releasing Party, after the Effective Date, either (i) obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Party that does not contain a prohibition like that described in Section 10.7(b)(ii)(B) of the Plan; (ii) files a Non-Party Covered Conduct Claim against a Non-Released Party in bankruptcy and such Releasing Party does not use reasonable best efforts to obtain a prohibition/release like that described in Section 10.7(b)(ii)(B); or (iii) enters into a Non-Party Settlement without a prohibition/release like that described in Section 10.7(b)(ii)(B) of the Plan, and (y) such Non-Released Party asserts a Claim-Over against a Shareholder Released Party, the Shareholder Released Party shall be relieved of the prohibition in Section 10.7(b)(ii)(B) of the Plan with respect to that Non-Released Party and that Releasing Party and the Sackler Parties' Representative shall take the following actions to ensure that the Shareholder Released Parties do not pay more with respect to Covered Conduct than the amounts owed under the Plan and the Master Shareholder Settlement Agreement by Shareholder Payment Groups:

(i) **The Sackler Parties' Representative shall notify that Releasing Party of the Claim-Over within sixty (60) calendar days of when it becomes aware of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date, whichever is later;**

(ii) **The Sackler Parties' Representative and that Releasing Party shall meet and confer concerning the means to hold Shareholder Released Parties harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by the Shareholder Payment Groups under Plan and the Master Shareholder Settlement Agreement;**

(iii) **That Releasing Party and the Sackler Parties' Representative shall take steps sufficient and permissible under the law of the state of the Releasing Party to hold Shareholder Released Parties harmless from the Claim-Over and ensure Shareholder Released Parties are not required to pay more with respect to Covered Conduct than the amounts owed by the Shareholder Payment Groups under Plan and the Master Shareholder Settlement Agreement. Such steps may include, where permissible:**

Filing of motions to dismiss or such other appropriate motion by the Sackler Parties' Representative or Shareholder Released Parties and supported by that Releasing Party, in response to any claim filed in litigation or arbitration;

(1) **Reduction of that Releasing Party's Claim and any judgment it has obtained or may obtain against such Non-Released Party by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasing Party has obtained, may obtain, or has authority to control from such Non-Released Party;**

(2) **Placement into escrow of funds paid by the Non-Released Parties such that those funds are available to satisfy the Claim-Over;**

(3) **Payment of monies to Shareholder Released Parties by that Releasing Party to ensure they are held harmless from such Claim-Over, up to the amount that Releasing Party has obtained, may obtain, or has authority to control from such Non-Released Party;**

(4) **Credits to Shareholder Payment Groups under the Plan and the Master Shareholder Settlement Agreement to reduce the overall amounts to be paid under Plan and the Master Shareholder Settlement Agreement such that they are held harmless from the Claim-Over; and**

(5) **Such other actions as that Releasing Party and Shareholder Payment Parties, the Sackler Parties' Representative may devise to hold Shareholder Released Parties harmless from the Claim-Over.**

(iv) **To the extent the preconditions for Section 10.7(b)(ii)(C) of the Plan to apply are satisfied, the actions taken pursuant to paragraph (III) must, in combination, ensure that Shareholder Payment Groups are not required to pay more with respect to Covered Conduct than the amounts owed by them to such Releasing Party under the Plan and the Master Shareholder Settlement Agreement.**

(D) To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section 10.7(b)(ii)(C) of the Plan shall extend solely to a Non-Party Covered Conduct Claim against a clinic, hospital or other purchaser, distributor or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. The Sackler Parties' Representative shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Party asserts a Claim-Over arising out of contractual indemnity against it.

(iii) Notwithstanding anything in the Plan to the contrary, (x) nothing in Section 10.7(b) of the Plan shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements and (y) upon the filing of a Notice of Shareholder Release Snapback, (A) the Shareholder Releases set forth in Section 10.7(b) of the Plan shall be entirely null and void, revoked and invalidated, as of the Effective Date, with respect to all members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties and (B) the status quo ante shall be restored in all respects for the Releasing Parties with respect to the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties; provided that, for the avoidance of doubt, notwithstanding the nullification, voiding, revocation and invalidation pursuant to the foregoing clause (A), the Shareholder Releases shall continue in effect for, and shall be fully enforceable by and for the benefit of, all other Shareholder Released Parties other than the Breaching Shareholder Family Group and the Designated Shareholder Released Parties.

(iii) Releases by Shareholder Released Parties.

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Reciprocal Releasees shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released, subject to clause (z) of the last paragraph of Section 10.7(c) of the Plan, by the Shareholder Released Parties from any and all Causes of Action, including any derivative claims asserted or assertible by or on behalf of the Debtors or their Estates and including any claims that any Shareholder Released Party, or that any other Person or party claiming under or through any Shareholder Released Party, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Shareholder Released Party or any other Person, 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, based on or relating to, or in any manner arising from, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date (including the Debtors' Opioid-Related Activities, manufacture, marketing and sale of Products, interaction with regulators concerning Opioid-Related Activities or Products, and involvement in the subject matter of the Pending Opioid Actions, and the past, present or future use or misuse of any opioid by a Releasing Party), (ii) the Estates or (iii) the Chapter 11 Cases.

Notwithstanding anything in the Plan to the contrary, (x) nothing in the Plan shall release any Excluded Claim; (y) nothing in Section 10.7(c) of the Plan shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements, and the Separation Agreement, and including the rights of any Shareholder Released Party that is a current or former director, officer or employee of the Debtors but is not a Sackler Family Member relating to plan treatment of any Claims held by such party; and (z) upon the filing of a Notice of Shareholder Release Snapback and the commencement or continuation of any action or proceeding against a member of a Breaching Shareholder Family Group or a Designated Shareholder Released Party by any Reciprocal Releasee, (A) the releases set forth in Section 10.7(c) of the Plan of any Reciprocal Releasee that has commenced or continued any such action shall be entirely null and void, revoked and invalidated, as of the Effective Date, with respect to the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties and (B) the *status quo ante* shall be restored in all respects for the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties with respect to any Reciprocal Releasee that has commenced or continued any such litigation; *provided* that, for the avoidance of doubt, notwithstanding the nullification, voiding, revocation and invalidation pursuant to the foregoing clause (A), the releases set forth in Section 10.7(c) of the Plan shall continue in effect for, and shall be fully enforceable by and for the benefit of, all other Reciprocal Releasees, and shall be binding on, and enforceable against, all other Shareholder Released Parties, including any members of the Breaching Shareholder Family Group with respect to any Reciprocal Releasee that has not commenced any such litigation.

8. Channeling Injunction

In order to supplement the injunctive effect of the Plan Injunction, the Estate Releases and the Shareholder Releases set forth in Sections 10.5, 10.6 and 10.7 of the Plan, the Confirmation Order shall provide for the following permanent injunction to take effect as of the Effective Date:

(i) Terms. In order to preserve and promote the settlements contemplated by and provided for in the Plan and to supplement, where necessary, the injunctive effect of the Plan Injunction, the Estate Releases and the Shareholder Releases described in Sections 10.5, 10.6 and 10.7 of the Plan, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 105(a) of the Bankruptcy Code, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Channeled Claim shall be permanently and forever stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payments, satisfaction, recovery or judgment of any form from or against any Protected Party with respect to any Channeled Claim, including:

(1) commencing, conducting or continuing, in any manner, whether directly or indirectly, any suit, action or other proceeding, in each case, of any kind, character or nature, in any forum in any jurisdiction with respect to any Channeled Claims, against or affecting any Protected Party, or any property or interests in property of any Protected Party with respect to any Channeled Claims;

(2) enforcing, levying, attaching, collecting or otherwise recovering, by any means or in any manner, either directly or indirectly, any judgment, award, decree or other order against any Protected Party or against the property of any Protected Party with respect to any Channeled Claims;

(3) creating, perfecting or enforcing, by any means or in any manner, whether directly or indirectly, any Lien of any kind against any Protected Party or the property of any Protected Party with respect to any Channeled Claims;

(4) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind, whether directly or indirectly, in respect of any obligation due to any Protected Party or against the property of any Protected Party with respect to any Channeled Claims; and

(5) taking any act, by any means or in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan Documents, with respect to any Channeled Claims.

(ii) **Reservations**. Notwithstanding anything to the contrary in Section 10.8 of the Plan or the Confirmation Order, this Channeling Injunction shall not stay, restrain, bar or enjoin:

(1) the rights of Holders of Channeled Claims to the treatment afforded them under the Plan and the Plan Documents, including the rights of Holders of Channeled Claims to assert such Channeled Claims solely in accordance with Section 6.21 of the Plan, the Master TDP and the Creditor Trust TDPs, in each case whether or not there are funds to make Distributions in respect of such Channeled Claims and whether or not such rights entitle such Holders to any Distributions;

(2) the rights of Persons to assert any claim, debt, litigation or liability for payment of Creditor Trust Operating Expenses solely against the applicable Creditor Trust;

(3) the rights of Persons to assert any claim, debt or litigation against any Excluded Party;

(4) the rights of the Master Disbursement Trust to pursue and enforce the MDT Shareholder Rights, the MDT Insurance Rights and the MDT Causes of Action;

(5) the rights of the parties to the LRP Agreement to enforce the terms thereof in accordance with the Plan;

(6) the Creditor Trusts from enforcing their respective rights against the Master Disbursement Trust under the Plan and the MDT Documents; or

(7) the Master Disbursement Trust and the Plan Administration Trust from enforcing its rights against NewCo under the Plan.

(iii) **Notice of Shareholder Release Snapback**. Upon the filing of a Notice of Shareholder Release Snapback, the Channeling Injunction shall terminate, be rescinded and have no application, without further order of the Bankruptcy Court, to any suit, action or other proceeding, in each case, of any kind, character or nature, brought against any member of the Breaching Shareholder Family Group and any Designated Shareholder Released Party; *provided, however*, that the extension of time provided by Section 10.9(a) of the Plan shall continue in effect in accordance with its terms; *provided further* that, for the avoidance of doubt, notwithstanding the termination and rescission pursuant to Section 10.8(c) of the Plan, the Channeling Injunction shall continue in effect for, and shall be fully enforceable by and for the benefit of, all other Protected Parties, including all other Shareholder Released Parties, other than the Breaching Shareholder Family Group and the Designated Shareholder Released Parties; and *provided further* that, in

the event of the filing of a Notice of Shareholder Release Snapback, any determination made in the claims resolution process in accordance with Section 7.6 of the Plan will not be binding against any party.

(iv) **Modifications**. Except as expressly set forth in paragraph (c) of Section 10.8 of the Plan, there can be no modification, dissolution or termination of the Channeling Injunction, which shall be a permanent injunction.

(v) **Non-Limitation of Channeling Injunction**. Except as expressly set forth in paragraphs (b) and (c) of Section 10.8 of the Plan, nothing in the Plan, the MDT Documents or the Creditor Trust Documents shall be construed in any way to limit the scope, enforceability or effectiveness of the Channeling Injunction issued in connection with the Plan.

(vi) Bankruptcy Rule 3016 Compliance. The Debtors' compliance with the requirements of Bankruptcy Rule 3016 shall not constitute an admission that the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.

9. Tolling of Shareholder Released Claims; Violations of Shareholder Releases and Channeling Injunction.

(i) **Tolling of Shareholder Released Claims**. If applicable law, an order in any proceeding or an agreement fixes a period for commencing or continuing an action or proceeding based on a Shareholder Released Claim and such Shareholder Released Claim is released pursuant to the Shareholder Releases or such action or proceeding is enjoined by the Channeling Injunction, then such period does not expire with respect to such Shareholder Released Claim with respect to the Master Disbursement Trust (or the MDT Trustees) or the Releasing Parties until the latest of (i) the end of such period; (ii) with respect to the applicable Shareholder Family Group and any Designated Shareholder Released Party, two hundred twenty-five (225) days after the filing of a Notice of Shareholder Release Snapback with respect to such Shareholder Family Group; (iii) with respect to the applicable Shareholder Family Group and any Designated Shareholder Released Party, when such Shareholder Family Group fulfills its payment obligations under the Shareholder Settlement Agreements; and (iv) with respect to the applicable Shareholder Released Party that is a Subsidiary (as defined in the Master Shareholder Settlement Agreement) of a Shareholder Payment Party, two hundred twenty-five (225) days after the reinstatement of any Estate Cause of Action against such Shareholder Released Party pursuant to Section 10.19 of the Plan.

(ii) **Violations of Shareholder Releases and Channeling Injunction**. In the event that any Person takes any action that a Shareholder Released Party believes violates the Shareholder Releases or Channeling Injunction as it

applies to any Shareholder Released Party, such Shareholder Released Party shall be entitled to make an emergency application to the Bankruptcy Court for relief, and may proceed by contested matter rather than by adversary proceeding. The Bankruptcy Court shall have jurisdiction and authority to enter final orders in connection with any dispute over whether an action violates the Shareholder Releases or Channeling Injunction. Upon determining that a violation of the Shareholder Releases or Channeling Injunction has occurred, the Bankruptcy Court, in its discretion, may award any appropriate relief against such violating Person, including, but not limited to, (i) disgorgement from the violating Person of any funds, assets or other value received, directly or indirectly, pursuant to the Plan or Plan Documents (including fees and expenses paid pursuant to the Plan or Plan Documents on account of legal or other advisory services rendered to or for the benefit of the violating Person); (ii) the termination of any rights of the violating Person to receive any funds, assets or other value pursuant to the Plan or Plan Documents; (iii) the reduction of any payments owed by any Shareholder Released Parties under the Shareholder Settlement Agreements to the violating Person in an amount equal to the amount of disgorgement ordered from, or the reduction of future payments ordered to be made to, or on account of, the violating Person (subject to the right of the violating Person to request that any amounts actually disgorged from such violating Person offset any reduction of future payments ordered to be made to, or on account of, such violating Person); (iv) an admonition, reprimand or censure of, or citation of contempt by, the violating Person and its counsel; (v) a fine or penalty paid into the Bankruptcy Court; (vi) a bond or other security in an amount equal to any financial obligation ordered by the Bankruptcy Court in respect of the violation; (vii) an appropriate sanction on any attorney or law firm responsible for the violation; (viii) injunctive relief to prevent future violations by the Person or its counsel; and (ix) attorney and other professional fees incurred by any Shareholder Released Party arising from the violation. The provision of any one form of relief shall not preclude the provision of any other form of relief.

10. MDT Insurer Injunction.

(i) **Terms**. In accordance with section 105(a) of the Bankruptcy Code, upon the occurrence of the Effective Date, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Claim based on, arising under or attributable to an MDT Insurance Policy shall be, and hereby are, permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payment or recovery on account of any such Claim based on, arising under or attributable to an MDT Insurance Policy from or against any MDT Insurer, including:

(1) commencing, conducting or continuing, in any manner, any action or other proceeding of any kind (including an arbitration or other

form of alternate dispute resolution) against any MDT Insurer, or against the property of any MDT Insurer, on account of any Claim based on, arising under or attributable to an MDT Insurance Policy;

(2) enforcing, attaching, levying, collecting or otherwise recovering, by any manner or means, any judgment, award, decree or other order against any MDT Insurer, or against the property of any MDT Insurer, on account of any Claim based on, arising under or attributable to an MDT Insurance Policy;

(3) creating, perfecting or enforcing in any manner any Lien of any kind against any MDT Insurer, or against the property of any MDT Insurer, on account of any Claim based on, arising under or attributable to an MDT Insurance Policy;

(4) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind, whether directly or indirectly, against any obligation due to any MDT Insurer, or against the property of any MDT Insurer, on account of any Claim based on, arising under or attributable to an MDT Insurance Policy; and

(5) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan applicable to any Claim based on, arising under or attributable to an MDT Insurance Policy.

(ii) **Reservations**. The provisions of this MDT Insurer Injunction shall not preclude the Master Disbursement Trust from pursuing any Claim based on, arising under or attributable to an MDT Insurance Policy, or any other claim that may exist under any MDT Insurance Policy against any MDT Insurer, or enjoin the rights of the Master Disbursement Trust to prosecute any action based on or arising from the MDT Insurance Policies or the rights of the Master Disbursement Trust to assert any claim, debt, obligation, cause of action or liability for payment against an MDT Insurer based on or arising from the MDT Insurance Policies. The provisions of this MDT Insurer Injunction are not issued for the benefit of any MDT Insurer, and no such insurer is a third-party beneficiary of this MDT Insurer Injunction. This MDT Insurer Injunction shall not enjoin, impair or affect (i) any claims between or among MDT Insurers that are not Settling MDT Insurers; (ii) the rights of current and former directors, officers, employees and authorized agents of the Debtors that are not Sackler Family Members that are preserved under the Plan; or (iii) the terms of the Master Shareholder Settlement Agreement with respect to the MDT Shareholder Insurance Rights. For the avoidance of doubt, with respect to a Person that purports to be insured under any MDT Insurance Policy, the MDT Insurer Injunction shall enjoin only derivative claims and rights. Nothing in the Plan shall

determine whether any Claim or right under any MDT Insurance Policy is either derivative or direct, or otherwise would be disallowed or subordinated under the Bankruptcy Code, which determination shall be made, as necessary, to the extent such Claim or right is not otherwise released under the Plan, in accordance with applicable law.

(iii) **Modifications**. To the extent the MDT Trustees make a good faith determination that some or all of the MDT Insurance Proceeds are substantially unrecoverable by the Master Disbursement Trust, the Master Disbursement Trust shall have the sole and exclusive authority at any time, upon written notice to any affected MDT Insurer, to terminate, reduce or limit the scope of this MDT Insurer Injunction with respect to any MDT Insurer; provided that any termination, reduction, or limitation of the MDT Insurer Injunction (A) shall apply in the same manner to all beneficiaries of the Creditor Trusts that are MDT Beneficiaries and (B) shall comply with any procedures set forth in the MDT Agreement.

(iv) **Non-Limitation of MDT Insurer Injunction**. Except as set forth in paragraphs (b) and (c) of Section 10.10 of the Plan, nothing in the Plan, the MDT Documents or the Creditor Trust Documents shall be construed in any way to limit the scope, enforceability or effectiveness of the MDT Insurer Injunction issued in connection with the Plan.

11. Settling MDT Insurer Injunction.

(i) **Terms**. In accordance with section 105(a) of the Bankruptcy Code, upon the occurrence of the Effective Date, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Claim based on, arising under or attributable to an MDT Insurance Policy shall be, and hereby are, permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payment or recovery on account of any such Claim based on, arising under or attributable to an MDT Insurance Policy from or against any Settling MDT Insurer, solely to the extent that such Settling MDT Insurer has been released from such Claim under such MDT Insurance Policy pursuant to an MDT Insurance Settlement, including:

(1) commencing, conducting or continuing, in any manner any action or other proceeding of any kind (including an arbitration or other form of alternate dispute resolution) against any such Settling MDT Insurer, or against the property of such Settling MDT Insurer, on account of such Claim based on, arising under or attributable to such MDT Insurance Policy;

(2) enforcing, attaching, levying, collecting or otherwise recovering, by any manner or means, any judgment, award, decree or other order against any such Settling MDT Insurer, or against the property of

such Settling MDT Insurer, on account of such Claim based on, arising under or attributable to such MDT Insurance Policy;

(3) creating, perfecting or enforcing in any manner any Lien of any kind against any such Settling MDT Insurer, or against the property of such Settling MDT Insurer, on account of such Claim based on, arising under or attributable to such MDT Insurance Policy;

(4) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind, whether directly or indirectly, against any obligation due to any such Settling MDT Insurer, or against the property of such Settling MDT Insurer, on account of such Claim based on, arising under or attributable to such MDT Insurance Policy; and

(5) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan applicable to such Claim based on, arising under or attributable to such MDT Insurance Policy.

(ii) **Reduction of Insurance Judgments**. Any right, Claim or cause of action that an Insurance Company may have been entitled to assert against any Settling MDT Insurer but for the Settling MDT Insurer Injunction, if any such right, Claim or cause of action exists under applicable non-bankruptcy law, shall become a right, Claim or cause of action solely as a setoff claim against the Master Disbursement Trust and not against or in the name of the Settling MDT Insurer in question. Any such right, Claim or cause of action to which an Insurance Company may be entitled shall be solely in the form of a setoff against any recovery of the Master Disbursement Trust from that Insurance Company, and under no circumstances shall that Insurance Company receive an affirmative recovery of funds from the Master Disbursement Trust or any Settling MDT Insurer for such right, Claim or cause of action. In determining the amount of any setoff, the Master Disbursement Trust may assert any legal or equitable rights the Settling MDT Insurer would have had with respect to any right, Claim or cause of action.

(iii) **Modifications**. There can be no modification, dissolution or termination of the Settling MDT Insurer Injunction, which shall be a permanent injunction.

(iv) **Non-Limitation of Settling MDT Insurer Injunction**. Except as set forth in paragraphs (b) and (c) of Section 10.11 of the Plan, nothing in the Plan, the MDT Documents or the Creditor Trust Documents shall be construed in any way to limit the scope, enforceability or effectiveness of the Settling MDT Insurer Injunction issued in connection with the Plan.

12. Exculpation

To the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from: any Cause of Action for any Claim in connection with, or arising out of, the administration of the Chapter 11 Cases; the negotiation and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom), the Restructuring Transactions, the Plan, the Master Disbursement Trust (including the Master TDP and the MDT Agreement), the Creditor Trusts (including the Creditor Trust TDPs and the other Creditor Trust Documents) and the solicitation of votes for, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the administration of the Plan and the property to be distributed under the Plan; and the wind-up and dissolution of the Liquidating Debtors and the transactions in furtherance of any of the foregoing, in each case other than Causes of Action arising out of, or related to, any act or omission of an Exculpated Party that is a criminal act or constitutes fraud, gross negligence or willful misconduct. This exculpation shall be in addition to, and not in limitation of, all other Releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties from liability. For the avoidance of doubt, Section 10.12 of the Plan shall not exculpate or release any Exculpated Party with respect to any act or omission of such Exculpated Party prior to the Effective Date that is later found to be a criminal act or to constitute fraud, gross negligence or willful misconduct, including findings after the Effective Date. Notwithstanding anything in the Plan to the contrary, nothing in the Plan shall release any Causes of Action that may be asserted against any Excluded Party.

13. Injunction Related to Releases and Exculpation

To the maximum extent permitted under applicable law, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any Causes of Action released pursuant to the Plan, including, without limitation, the Causes of Action released or exculpated in the Plan and with respect to any Claims, Interests, Liens, other encumbrances or liabilities that are subject to Sections 5.3(b), 5.4(c), or 5.6(b) of the Plan (but, for the avoidance of doubt, excluding any Excluded Claims).

14. Subordinated Claims

The allowance, classification and treatment of all Claims and Interests and the respective Distributions and treatments in respect thereof under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with contractual, legal and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 509(c), 510(a), 510(b) or 510(c) of the Bankruptcy Code or otherwise. Pursuant to sections 509(c) and 510 of the Bankruptcy Code or otherwise, the Debtors reserve the right to reclassify any Allowed Claim or Allowed Interest in accordance with any contractual, legal or equitable subordination relating thereto.

15. Preservation of Causes of Action and Reservation of Rights

As of the Effective Date, (a) the Master Disbursement Trust shall have the right to prosecute any and all MDT Causes of Action, (b) the Plan Administration Trust shall have the

right to prosecute any and all Retained Causes of Action relating to and necessary for the administration of Claims against the Debtors (other than Channeled Claims) or the other responsibilities of the Plan Administration Trustee in accordance with the PAT Agreement, (c) each Creditor Trust shall have the right to prosecute any and all Retained Causes of Action relating to and necessary for the administration of the applicable Channeled Claims in accordance with the applicable Creditor Trust TDP and (d) NewCo shall have the right to prosecute any and all Retained Causes of Action constituting NewCo Transferred Assets. Pursuant to section 1123(b) of the Bankruptcy Code, except as expressly provided in Sections 10.5 through 10.13 of the Plan, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any Causes of Action that the Debtors had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law, including but not limited to any actions specifically enumerated in the Schedule of Retained Causes of Action. Subject to Sections 10.5 through 10.13 of the Plan, all such Causes of Action shall be transferred to the Master Disbursement Trust, the Plan Administration Trust, the applicable Creditor Trust or NewCo, as applicable, which shall have, retain, reserve and be entitled to assert all such Causes of Action in accordance with the Plan as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights with respect to any Claim or Interest may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

16. Ipso Facto and Similar Provisions Ineffective

Any term of any policy, contract or other obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent such policy, contract, or other obligation is conditioned on, creates an obligation of any Debtor as a result of, or gives rise to a right of any Person based on any of the following: (a) the insolvency or financial condition of a Debtor; (b) the commencement of the Chapter 11 Cases; (c) the confirmation or consummation of the Plan, including any change of control that shall occur as a result of such consummation; or (d) the Restructuring Transactions.

17. No Successor Liability

Except as otherwise expressly provided in the Plan and the Confirmation Order, each of NewCo, the Foundation, the Master Disbursement Trust, the Plan Administration Trust and the Creditor Trusts (a) is not, and shall not be deemed to assume, agree to perform, pay or otherwise have any responsibilities for any liabilities or obligations of the Debtors or any other Person relating to or arising out of the operations or the Assets of the Debtors on or prior to the Effective Date, (b) is not, and shall not be, a successor to the Debtors by reason of any theory of law or equity or responsible for the knowledge or conduct of any Debtor prior to the Effective Date and (c) shall not have any successor or transferee liability of any kind or character.

18. Co-Defendant Defensive Rights.

Except as provided in the MDT Insurer Injunction, the Settling MDT Insurer Injunction or clause (ii) of the penultimate sentence of Section 10.18 of the Plan, notwithstanding anything to the contrary in Article X of the Plan or in the Plan as it currently exists or as it might be further amended, the Confirmation Order or any order entered in connection with the Plan (or the Plan as

amended) (or any such order, as amended, modified or supplemented), or any supplement to the Plan (or the Plan as amended), nothing contained in the Plan or any of the foregoing documents or orders (including, without limitation, the classification, treatment, allowance, disallowance, release, bar, injunction, Channeling Injunction or any other provision of the Plan or the Plan as amended with respect to, impacting, affecting, modifying, limiting, subordinating, impairing, in any respect, a Co-Defendant Claim), will release, bar, enjoin, impair, alter, modify, amend, limit, prohibit, restrict, reduce, improve or enhance any Co-Defendant Defensive Rights of any Holder of a Co-Defendant Claim or Excluded Party as such rights exist or might in the future exist under applicable non-bankruptcy law. Nothing in the Plan, any of the Plan Documents or in the Confirmation Order shall preclude, operate to or have the effect of, impairing any Holder of a Co-Defendant Claim or Excluded Party from asserting in any proceeding any and all Co-Defendant Defensive Rights that it has or may have under applicable law. Nothing in the Plan, any of the Plan Documents or the Confirmation Order shall be deemed to waive any Co-Defendant Defensive Rights, and nothing in the Chapter 11 Cases, the Plan, any of the Plan Documents or the Confirmation Order may be used as evidence of any determination regarding any Co-Defendant Defensive Rights, and under no circumstances shall any Person be permitted to assert issue preclusion or claim preclusion, waiver, estoppel or consent in response to the assertion of any Co-Defendant Defensive Rights. Section 10.18 of the Plan shall be included in the Confirmation Order. Co-Defendant Defensive Rights (i) may be used to offset, set-off, recoup, allocate or apportion fault, liability, or damages, or seek judgment reduction or otherwise defend against any Cause of Action brought by any Person against the Holder of any Co-Defendant Claim or the Excluded Party based in whole or in part on Opioid-Related Activities and (ii) shall in no case be used to seek or obtain any affirmative monetary recovery from any Protected Party or any Asset of any Protected Party (including from any Purdue Insurance Policy or any other insurance policy of a Protected Party) on account of any Released Claim or Shareholder Released Claim. The foregoing does not constitute a release of any Co-Defendant's Class 14 Claim or any other Excluded Party's Class 11(c) Claim.

19. Reinstatement of Certain Shareholder Released Claims

As set forth in the Shareholder Settlement Agreements, if any Shareholder Released Party that is a Subsidiary (as defined in the Master Shareholder Settlement Agreement) of a Shareholder Payment Party voluntarily or involuntarily becomes subject to an insolvency, bankruptcy, reorganization, winding-up, administration, dissolution, composition or similar proceeding, upon election by notice from the Sackler Parties' Representative, with the consent of the Master Disbursement Trust, any Estate Causes of Action against such Shareholder Released Party that were previously held by the Debtors and that were released pursuant to Section 10.7(a) of the Plan shall be reinstated in full (and the Shareholder Release provided under Section 10.7(a) of the Plan shall be deemed null and void with respect thereto, and the Channeling Injunction shall terminate, be rescinded and have no application with respect thereto) and the Master Disbursement Trust, in its sole discretion and upon receipt of an advance for fees and expenses provided by the Shareholder Released Parties in an amount determined by the Master Disbursement Trust in its sole discretion (which advance shall be repaid to the extent not used), shall utilize commercially reasonable efforts to maximize the value of any such Estate Causes of Action in such insolvency or liquidation proceeding, and any recovery shall be treated in accordance with the terms as set forth in the Shareholder Settlement Agreements.

20. Special Provisions for United States

(i) to the United States, notwithstanding anything contained in the Plan or Confirmation Order to the contrary (except Section 5.2(i) of the Plan and in respect of the United States-PI Claimant Medical Expense Claim Settlement), including but not limited to this Article X, nothing in the Plan or Confirmation Order (except Section 5.2(i) of the Plan and in respect of the United States-PI Claimant Medical Expense Claim Settlement) shall:

(1) limit or expand the scope of discharge, release or injunction permitted to debtors under the Bankruptcy Code. The discharge, release, and injunction provisions contained in the Plan and Confirmation Order are not intended and shall not be construed to bar the United States from, subsequent to the Confirmation Order, pursuing any police or regulatory action, or any criminal action;

(2) discharge, release, exculpate, impair or otherwise preclude: (A) any liability to the United States that is not a "claim" within the meaning of section 101(5) of the Bankruptcy Code; (B) any Claim of the United States arising on or after the Effective Date; (C) any liability of the Debtors under police or regulatory statutes or regulations to the United States as the owner, lessor, lessee or operator of property that such Entity owns, operates or leases after the Effective Date; or (D) any liability to the United States, including but not limited to any liabilities arising under the IRC, the environmental laws, the criminal laws, the civil laws or common law, of any Person, including any Released Parties, Shareholder Released Parties or any Exculpated Parties, in each case, other than the Debtors; *provided, however*, that the foregoing shall not (x) limit the scope of discharge granted to the Debtors under sections 524 and 1141 of the Bankruptcy Code, (y) diminish the scope of any exculpation to which any Person is entitled under section 1125(e) of the Bankruptcy Code or (z) change the treatment of the DOJ Forfeiture Judgment Claim pursuant to Section 2.3 of the Plan or the treatment of the Federal Government Unsecured Claims pursuant to Section 4.3 of the Plan;

(3) enjoin or otherwise bar the United States from asserting or enforcing, outside the Bankruptcy Court, any liability described in the preceding clause (2); *provided, however*, that the non-bankruptcy rights and defenses of all Persons with respect to (A)-(D) in clause (2) are likewise fully preserved;

(4) affect any valid right of setoff or recoupment of the United States against any of the Debtors; *provided, however*, that the rights and defenses of the Debtors with respect thereto are fully preserved (other than any rights or defenses based on language in the Plan or

the Confirmation Order that may extinguish setoff or recoupment rights);

(5) divest any court, commission or tribunal of jurisdiction to determine whether any liabilities asserted by the United States are discharged or otherwise barred by the Confirmation Order, the Plan or the Bankruptcy Code; *provided, however*, that the Bankruptcy Court shall retain jurisdiction as set forth in and pursuant to the terms of the Plan to the extent permitted by law; or

(6) be deemed to (A) determine the tax liability of any Person, including but not limited to the Debtors, (B) have determined the federal tax treatment of any item, distribution or Entity, including the federal tax consequences of the Plan or Confirmation Order, or (C) expressly expand or diminish the jurisdiction of the Bankruptcy Court to make determinations as to federal tax liability and federal tax treatment under the Bankruptcy Code and 28 U.S.C. §§ 157, 1334.

For the avoidance of doubt, the Channeling Injunction set forth in Section 10.8 of the Plan does not apply to the rights and causes of action protected by Section 10.20 of the Plan.

(ii) Notwithstanding anything to the contrary in the Plan, nothing in the Plan, the Confirmation Order, the Shareholder Settlement Agreements or any other document filed in connection with the Plan shall release claims held by the United States of America against the Shareholder Released Parties; *provided* that, for the avoidance of doubt, nothing in the Plan, Confirmation Order, the Shareholder Settlement Agreements or any other document filed in connection with the Plan shall limit the releases contained in the Settlement Agreement between the United States of America and Purdue Pharma L.P., executed on October 21, 2020, or the Settlement Agreement between the United States of America and Dr. Richard Sackler, David Sackler, Mortimer D.A. Sackler, Kathe Sackler, and the Estate of Jonathan Sackler, executed on October 21, 2020.

(iii) Several of the Debtors are parties to the various following agreements with the Secretary of the Department of Health and Human Services under which the Debtors owe rebates to third parties:

(1) The Medicare Coverage Gap Discount Program Agreement is established under 42 U.S.C. §§ 1395w-l14A, 1395w-153 and is required should manufacturers wish to have coverage for their products under Medicare Part D. Under the Medicare Coverage Gap Discount Program Agreement, manufacturers agree to reimburse Medicare Part D plan sponsors for certain Coverage Gap discounts the plans provide to Medicare beneficiaries in the Part D coverage gap. The Centers for Medicare & Medicaid Services require that a

new entity that seeks to assume a Medicare Coverage Gap Discount Program Agreement enter into a novation agreement with the Centers for Medicare & Medicaid Services with respect to the transfer of such agreement. The Debtors that have entered into Medicare Coverage Gap Discount Program Agreements with the Secretary are: Purdue Pharma L.P. (P1180) and Rhodes Pharmaceuticals L.P. (P1281);

(2) The Medicaid Drug Rebate Program, established under section 1927 of the Social Security Act, requires manufacturers to enter into National Drug Rebate Agreements with the Secretary for the coverage and payment of a manufacturer's covered outpatient drugs. Under the Medicaid Drug Rebate Program, if a manufacturer has entered into and has in effect a National Drug Rebate Agreement, Medicaid covers and pays for all of the drugs of that manufacturer dispensed and paid for under the state plan, and in return manufacturers pay applicable rebates to the states. The Debtors that have National Drug Rebate Agreements and the labeler codes associated with the National Drug Rebate Agreements are as follows: Rhodes Pharmaceuticals L.P. (42858), Purdue Pharma L.P. (59011), and Adlon Therapeutics L.P. (72912);

(3) Manufacturers with National Drug Rebate Agreements must also comply with the Drug Pricing Program under section 340B of the Public Health Service Act, 42 U.S.C. § 256b, and have Pharmaceutical Pricing Agreements with the Secretary of the Department of Health and Human Services. Under the Pharmaceutical Pricing Agreements, manufacturers agree to charge a price for covered outpatient drugs that will not exceed the average manufacturer price decreased by a rebate percentage. The Debtors that have Pharmaceutical Pricing Agreements and the labeler codes associated with such agreements are as follows: Rhodes Pharmaceuticals L.P. (42858), Purdue Pharma L.P. (59011), and Adlon Therapeutics L.P. (72912); and

(4) The Medicare Coverage Gap Discount Program Agreements, the Medicaid National Drug Rebate Agreements and the Pharmaceutical Pricing Agreements identified above provide that, in the event of a transfer of ownership, such agreements are automatically assigned to the new owner and all terms and conditions of such agreements remain in effect as to the new owner. Accordingly, notwithstanding anything contained in the Plan or the Confirmation Order which may be to the contrary, the Debtors shall assume such agreements pursuant to section 365 of the Bankruptcy Code, and upon the Effective Date, the Medicare Coverage Gap Discount Program Agreements, the Medicaid National Drug Rebate Agreements and the Pharmaceutical Pricing Agreements identified

above shall be assigned to NewCo. NewCo, as the new owner, will assume the obligations of the Debtors who are parties under such agreements from and after the Effective Date, and to fully perform all the duties and responsibilities that exist under such agreements in accordance with their terms, including the payment of discounts owed to Part D Plan sponsors or payment of rebates owed to states and wholesalers for quarters prior to the Effective Date. For the avoidance of doubt, NewCo shall be liable for any outstanding rebates or discounts owed to third parties (and any applicable interest thereon) arising prior to the Effective Date, as well as any penalties associated with noncompliance by the Debtors with the Medicare Coverage Gap Discount Program Agreements, the Medicaid National Drug Rebate Agreements and the Pharmaceutical Pricing Agreements identified above prior to the Effective Date.

(iv) Notwithstanding anything to the contrary in the Plan, nothing in the Plan, the Confirmation Order, the Shareholder Settlement Agreements or any other document filed in connection with the Plan shall bind the United States in any application of statutory, or associated regulatory, authority grounded in Title 19 of the Social Security Act, 42 U.S.C. § 1396-1 et seq. (the "**Medicaid Program**") or in section 1115 of Title 11 of the Social Security Act. The United States is neither enjoined nor in any way prejudiced in seeking recovery of any funds owed to the United States under the Medicaid Program.

J. Retention of Jurisdiction

1. Retention of Jurisdiction

(i) The Bankruptcy Court shall retain exclusive jurisdiction of all matters arising under, arising out of or related to the Chapter 11 Cases and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

(1) to hear and determine applications for the assumption or rejection of executory contracts and unexpired leases and any Disputed Cure Claims or Disputed Claims in respect of rejection damages resulting therefrom;

(2) to hear and determine any motions, adversary proceedings, applications, contested matters and other litigated matters pending on, or commenced after, entry of the Confirmation Order;

(3) to hear and resolve any disputes arising from or related to (A) any orders of the Bankruptcy Court still in effect granting relief under Bankruptcy Rule 2004 or (B) any protective orders entered by the

Bankruptcy Court in connection with the foregoing (including the Protective Order);

(4) to ensure that Distributions to Holders of Allowed Claims are accomplished as provided in the Plan and the Confirmation Order;

(5) to consider Claims or the allowance, classification, priority, compromise, estimation or payment of any Claim, including any Administrative Claim or, solely to the extent provided in the Master TDP and/or the applicable Creditor Trust TDP, any Channeled Claim;

(6) to enter, implement or enforce such orders as may be appropriate in the event that the Confirmation Order is, for any reason, stayed, reversed, revoked, modified or vacated;

(7) to issue and enforce injunctions, enter and implement other orders and take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation or enforcement of the Plan, the Confirmation Order or any other order of the Bankruptcy Court;

(8) to hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistency in the Plan, the Disclosure Statement or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(9) to hear and determine all Professional Fee Claims;

(10) to resolve disputes concerning any reserves with respect to Non-Participating Channeled Claims and other Disputed Claims or the administration thereof;

(11) to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan, the Confirmation Order, any transactions or payments in furtherance of the Plan or the Confirmation Order or any agreement, instrument or other document governing, or related to, any of the foregoing, including the Plan Documents;

(12) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, enforce, implement, execute and consummate the Plan, including any release (including, but not limited to, the United States-PI Claimant Medical Expense Claim Releases), exculpation

or injunction provisions set forth in the Plan, or to maintain the integrity of the Plan following the occurrence of the Effective Date;

(13) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(14) to hear, determine and resolve disputes arising in connection with the interpretation, implementation or enforcement of the Plan or Confirmation Order;

(15) to resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any Bar Date established in the Chapter 11 Cases or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose of determining whether a Claim or Interest is discharged under the Plan or for any other purpose;

(16) to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Shareholder Settlement Agreements, the Public Entity Settlements and the Private Entity Settlements;

(17) to hear and determine disputes arising in connection with the MDT Claims or operations of the Master Disbursement Trust or the actions of the MDT Trustees;

(18) to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Creditor Trust Documents, and to hear and determine disputes concerning violations of the Confirmation Order or the use of funds from the Creditor Trusts in a manner inconsistent with the applicable Creditor Trust Documents; provided that, with respect to the Governmental Remediation Trust and the Tribe Trust, such jurisdiction shall be concurrent and not exclusive to the extent set forth in the Governmental Remediation Trust Documents and the Tribe Trust Documents, respectively, as in effect on the Effective Date;

(19) to hear and resolve any disputes arising from or related to (A) Liens, collateral, or other forms of credit protections that are granted or otherwise effected pursuant to the Shareholder Settlement Agreements, the Public Entity Settlements and the Private Entity Settlements or (B) any other attempt by any Person to seek orders of attachment, Liens, or collateral involving any Assets, in full or in part, of the Shareholder Released Parties;

(20) to determine such other matters, and for such other purposes, as may be provided in the Confirmation Order;

(21) to hear and determine all matters relating to the Plan Settlements, to the extent permitted under applicable law; and

(22) to enter a final decree closing each of the Chapter 11 Cases.

(ii) The Bankruptcy Court shall retain concurrent, rather than exclusive, jurisdiction of all matters arising under, arising out of or related to the Chapter 11 Cases and the Plan to, among other things, hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code (including the expedited determination of taxes under section 505(b) of the Bankruptcy Code), and to hear and resolve or recommend resolution of disputes related to the MDT Insurance Rights.

(iii) Notwithstanding anything in Article XI of the Plan to the contrary, the resolution of Channeled Claims against the Debtors and the forum in which such resolution shall be determined shall be governed by, and in accordance with, Section 6.21 of the Plan, the Master TDP and the Creditor Trust TDPs, if applicable.

(iv) By consenting to the treatment provided by the Plan or otherwise supporting the Plan, no State or Tribe shall be construed to have waived any claim of Sovereign Immunity that it may have in any other action or proceeding, including any action or proceeding occurring after the Effective Date.

(v) Nothing in Article XI of the Plan shall be construed to alter the jurisdiction of a court in which an Opt-Out Class Action is pending or was adjudicated in respect of such Opt-Out Class Action.

(vi) As of the earlier of the Effective Date or the expiration of the Preliminary Injunction, all Persons are permanently enjoined from commencing, conducting, or continuing, directly or indirectly, any litigation or prosecution of an Estate Cause of Action (including in any proceeding in a judicial, arbitral, administrative, or other forum). Any Person seeking to commence, conduct, or continue litigation or prosecution of a Cause of Action against a Shareholder Released Party or a Released Party may, but is not required to, seek a prior determination in the Bankruptcy Court that a Cause of Action is not an Estate Cause of Action. If any Person commences, conducts or continues litigation or prosecution of such Cause of Action without a prior determination by the Bankruptcy Court, the Person against which such Cause of Action was asserted, and the Master Disbursement Trust or NewCo, shall be entitled to make an emergency application to the Bankruptcy Court for a determination that such Cause of Action is an Estate Cause of Action and that the injunction in Section 11.1(f) of the Plan has

been violated. In either event, the determination whether or not a Cause of Action is an Estate Cause of Action shall be based on an appropriate evidentiary record, and the only Persons with standing to be heard shall be: (i) the Person seeking to bring such Cause of Action; (ii) the Person or entity against which such Cause of Action would be or has been brought; or (iii) the Debtors, the Creditors' Committee, the PAT, each Governmental Consent Party, the Master Disbursement Trust or NewCo. Upon determining that a violation of the injunction has occurred, damages may be awarded in the amount of attorneys' fees and other litigation costs and expenses incurred by the Person against which the Estate Cause of Action was brought or who is otherwise seeking to enforce the injunction, including in connection with litigation or prosecution of the Estate Cause of Action and in connection with enforcing the injunction in Section 11.1(f) of the Plan subject to the discretion of the Bankruptcy Court. Without limiting the foregoing, the Bankruptcy Court, in its discretion, also may award any additional appropriate relief against a violating Person and may award any sanctions against any other Person engaging in otherwise sanctionable conduct in connection with the enforcement of the injunction in Section 11.1(f) of the Plan.

K. Miscellaneous Provisions

1. Exemption from Certain Transfer Taxes

To the maximum extent permitted pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property under the Plan pursuant to (a) the issuance, distribution, transfer or exchange of any debt, equity security or other interest in the Debtors, (b) the Restructuring Transactions, (c) the creation, modification, consolidation, termination, refinancing and/or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means, or (d) the making, assignment, recording or surrender of any lease or sublease, or the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including any deeds, bills of sale or other assignments or instruments of transfer, or assignments executed in connection with any disposition of Assets contemplated by the Plan (including transfers of Assets to and by the Debtors, the Plan Administration Trust, NewCo, the Foundation, the Master Disbursement Trust and the Creditor Trusts) shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles tax, transfer tax (including real estate transfer tax), mortgage tax or mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee or other similar tax or governmental assessment, and the appropriate federal, state, provincial or local government officials or agents shall forego collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

2. Dates of Actions to Implement Plan

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act

may be completed on or as soon as reasonably practicable after the next succeeding Business Day but shall be deemed to have been completed as of the required date.

3. Amendments

(i) **Plan Modifications**. The Plan may be amended, modified or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court; *provided* that (i) any such amendment, modification or supplement shall be reasonably acceptable to the Governmental Consent Parties; *provided further* that any such amendment, modification or supplement that expands the scope of the Releases or modifies any provision relating to the MDT Insurance Policies (including the scope thereof) or the transfer of the MDT Insurance Rights shall be acceptable to the Governmental Consent Parties, (ii) any such amendment, modification or supplement shall be reasonably acceptable to the Creditors' Committee to the extent that it (A) relates to the MDT Insurance Rights, (B) modifies Section 5.9 of the Plan as it relates to payment of the attorneys' fees and costs of Holders of Healthcare Provider Claims, Third-Party Payor Claims, or PI Claims, the Ad Hoc Group of Individual Victims, the Ratepayer Mediation Participants or the NAS Committee, (C) modifies the Creditors' Committee's consent rights under the Plan, (D) expands the scope of the Releases or (E) materially and adversely affects the treatment of Holders of Healthcare Provider Claims, Third-Party Payor Claims, PI Claims, ER Physician Claims or Other General Unsecured Claims (it being understood that (x) any reduction in the amount of any Initial Private Creditor Trust Distribution, the PI Trust Obligation or any Private Creditor Trust's MDT Claim, (y) any elimination of any consent rights in favor of such Holders or (z) any modification to Section 5.2, 5.6, or 5.7 of the Plan to the extent such modification relates to the Master Disbursement Trust or a Private Creditor Trust shall constitute such a material and adverse effect), and (iii) any such amendment, modification or supplement shall be acceptable to the Sackler Parties' Representative with respect to the Specified Shareholder Provisions and, to the extent set forth in the Master Shareholder Settlement Agreement, reasonably acceptable to the Sackler Parties' Representative with respect to modification of terms relating to the rights, obligations, or interests of the Shareholder Released Parties; *provided* that solely with respect to the Creditor Trust Documents, such consent shall only apply to the extent set forth in the Master Shareholder Settlement Agreement. In addition, after the Confirmation Date, as long as such action does not materially and adversely affect the treatment of Holders of Allowed Claims pursuant to the Plan, the Debtors may remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of the Plan,

and any Holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan as amended, modified or supplemented.

(iii) Certain Technical Amendments. Prior to the Effective Date, the Debtors may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court; *provided, however*, that such technical adjustments and modifications do not adversely affect in a material way the treatment of Holders of Claims and Interests under the Plan.

4. Revocation or Withdrawal of Plan

The Debtors reserve the right to revoke or withdraw the Plan prior to the Effective Date as to any or all of the Debtors; *provided* that each Debtor shall be entitled to revoke the Plan only in full and not in part. If, with respect to a Debtor, the Plan has been revoked or withdrawn prior to the Effective Date, or if confirmation or the occurrence of the Effective Date as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor: (a) the Plan and the Plan Documents shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts and unexpired leases effected by the Plan and any document or agreement executed pursuant to the Plan (including the Plan Documents) shall be deemed null and void; and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Person, (ii) prejudice in any manner the rights of such Debtor or any other Person, or (iii) constitute an admission of any sort by any Debtor or any other Person; provided that any provisions under the Shareholder Settlement Agreements that are expressly contemplated to survive revocation or reversal of the Plan shall survive.

5. Payment of Statutory Fees

All fees payable under section 1930 of chapter 123 of title 28 of the United States Code shall be paid on or before the Effective Date by the Debtors. After the Effective Date, the Plan Administration Trust shall assume liability for and shall pay, or cause to be paid, any and all quarterly fees owed to the U.S. Trustee when due in accordance with applicable law, and shall continue to file, or cause to be filed, with the Bankruptcy Court quarterly reports to show the calculation of such fees for the Debtors' Estates. Each of the Debtors shall remain obligated to pay quarterly fees to the U.S. Trustee until such Debtor's Chapter 11 Case is closed, dismissed or converted to a case under chapter 7 of the Bankruptcy Code.

6. Severability

(i) Notwithstanding anything else contained in the Plan, (i) the Plan provisions effectuating the Releases provided by the Debtors, their Estates, and the Releasing Parties and the Channeling Injunction (A) are integrated with and integral to all other provisions of the Master Shareholder Settlement Agreement, the Plan and the Plan Documents, (B) are not and shall not be severable from the remainder of the Master Shareholder Settlement

Agreement, the Plan or the Plan Documents and (C) shall not be excised or modified other than in accordance with the Plan and the Master Shareholder Settlement Agreement and (ii) if the Plan provisions effectuating the Releases provided by the Debtors, their Estates, and the Releasing Parties and the Channeling Injunction are deemed null, void, illegal or unenforceable, then the terms, provisions, covenants and restrictions of the Master Shareholder Settlement Agreement and the Plan shall be void and shall not remain in force or effect, except as specifically and expressly stated otherwise in the Master Shareholder Settlement Agreement or the Plan, or as specifically and expressly agreed in writing by all parties to the Master Shareholder Settlement Agreement.

(ii) If, prior to entry of the Confirmation Order, any term or provision of the Plan that is not related to the Master Shareholder Settlement Agreement or the Releases provided by the Debtors, their Estates, and the Releasing Parties and the Channeling Injunction is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation by the Bankruptcy Court, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with Section 12.6 of the Plan, is valid and enforceable pursuant to its terms.

(iii) The impact of any modification, reversal, or vacatur of the Confirmation Order, the Plan, or the Shareholder Settlements following the Effective Date will be governed by the Master Shareholder Settlement Agreement.

7. Governing Law

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent that a Plan Document provides otherwise, the rights, duties and obligations arising under the Plan and the Plan Documents shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without giving effect to the principles of conflicts of laws thereof (other than section 5-1401 and section 5-1402 of the New York General Obligations Law).

8. Immediate Binding Effect

Subject only to Bankruptcy Rules 3020(e), 6004(h) and 7062, as applicable, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Documents shall be

immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the other Protected Parties, all Holders of Claims against or Interests in the Debtors, all Holders of Channeled Claims, all Releasing Parties and each of their respective successors and assigns.

9. Successors and Assigns

The rights, benefits and obligations of any Person named or referred to **in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrat**or, successor or permitted assign, if any, of each such Person.

10. Entire Agreement

On the Effective Date, the Plan, the Plan Supplement and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations concerning such documents, all of which have become merged and integrated into the Plan.

11. Computing Time

In computing any period of time prescribed or permitted by the Plan, unless otherwise set forth in the Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

12. Exhibits to Plan

All exhibits, schedules, supplements and appendices to the Plan (including the Plan Supplement) are incorporated into and are part of the Plan as if set forth in full in the Plan.

13. Notices

All notices, requests and demands to or upon the Debtors shall be in writing (including by facsimile transmission) and, unless otherwise provided the Plan, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, New York 10017
Attn: Marshall S. Huebner, Benjamin S. Kaminetzky, Eli J. Vonnegut, Christopher S. Robertson, Joshua Y. Sturm and Abraham Bane.

Counsel to the Debtors
and Debtors in Possession

After the occurrence of the Effective Date, the Plan Administration Trustee shall have authority to send a notice to Entities providing that, to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entities must file a renewed request to receive documents pursuant

to Bankruptcy Rule 2002; *provided, however*, that the U.S. Trustee need not file such a renewed request and shall continue to receive documents without any further action being necessary. After the occurrence of the Effective Date, the Debtors and the Plan Administration Trustee are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to the U.S. Trustee and those Entities that have filed such renewed requests.

14. Dissolution of the Creditors' Committee

On the Effective Date, the Creditors' Committee will dissolve; provided, however, that following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) applications, and any relief related thereto, for compensation by Professional Persons and requests for allowance of fees and/or expenses under section 503(b) of the Bankruptcy Code, (b) any appeals of, or related to, the Confirmation Order or (c) any other appeal to which the Creditors' Committee is a party. Upon the dissolution of the Creditors' Committee, the Creditors' Committee, each of its members (including each officer, director, employee or agent thereof) and its respective Professional Persons will cease to have any duty, obligation or responsibility arising from, or related to, the Chapter 11 Cases and shall be released and discharged from all rights and duties from, or related to, the Chapter 11 Cases.

15. Reservation of Rights

Except as otherwise provided in the Plan, the Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of the Plan, any statement or provisions of the Plan or the taking of any action by the Debtors with respect to the Plan shall be, or deemed to be, an admission or waiver of any rights of the Debtors with respect to any Claim or Interest prior to the Effective Date.

ARTICLE V

VOTING REQUIREMENTS; ACCEPTANCE AND CONFIRMATION OF THE PLAN

A. General

The following is a brief summary of the confirmation process for the Plan. Individuals, partnerships, corporations, joint ventures, trusts, governmental units and Native American Tribes holding a prepetition Claim or interest (an "**Interest**") as defined in section 101(16) of the Bankruptcy Code against the Debtors (such holders of Claims or Interests, "**Holders of Claims or Interests**") are encouraged to review the relevant provisions of the Bankruptcy Code and/or consult their own attorneys.

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after notice, to hold a confirmation hearing. Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to confirmation of the Plan.

Section 1129 of the Bankruptcy Code requires that, in order to confirm the Plan, the Bankruptcy Court must make a series of findings concerning the Plan and the Debtors, including that (i) the Plan has classified Claims in a permissible manner; (ii) the Plan complies with

applicable provisions of the Bankruptcy Code; (iii) the Plan has been proposed in good faith and not by any means forbidden by law; (iv) the disclosure required by section 1125 of the Bankruptcy Code has been made; (v) the Plan has been accepted by the requisite votes of holders of Claims (except to the extent that cramdown is available under section 1129(b) of the Bankruptcy Code); (vi) the Plan is feasible and confirmation is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors unless such liquidation or reorganization is proposed in the Plan; (vii) the Plan is in the "best interests" of all holders of Claims in an impaired Class by providing to such holders on account of their Claims property of a value, as of the Effective Date, that is not less than the amount that such holders would receive or retain in a chapter 7 liquidation, unless each holder of a Claim in such Class has accepted the Plan; and (viii) all fees payable under section 1930 of chapter 123 of title 28 of the United States Code shall be paid on or before the Effective Date by the Debtors. After the Effective Date, the Plan Administration Trust shall assume liability for and shall pay, or cause to be paid, any and all quarterly fees owed to the U.S. Trustee when due in accordance with applicable law, and shall continue to file, or cause to be filed, with the Bankruptcy Court quarterly reports to show the calculation of such fees for the Debtors' Estates. Each of the Debtors shall remain obligated to pay quarterly fees to the U.S. Trustee until such Debtor's Chapter 11 Case is closed, dismissed or converted to a case under chapter 7 of the Bankruptcy Code. The Debtors believe that the Plan satisfies section 1129 of the Bankruptcy Code.

B. Parties in Interest Entitled to Vote

Pursuant to the Bankruptcy Code, only Classes of Claims that are "impaired" (as defined in section 1124 of the Bankruptcy Code) under the Plan are entitled to vote to accept or reject the Plan. A Class is impaired if the legal, equitable, or contractual rights to which the Claims of that Class entitled the holders of such Claims are modified, other than by curing defaults and reinstating the Claims. Classes that are not impaired are not entitled to vote on the Plan and are conclusively presumed to have accepted the Plan. In addition, Classes that receive no distributions under the Plan are not entitled to vote on the Plan and are deemed to have rejected the Plan.

C. Classes Impaired and Entitled to Vote Under the Plan

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are (i) Impaired and Unimpaired under the Plan, (ii) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code, and (iii) deemed to accept or reject the Plan:

Class	**Type of Claim or Interest**	**Impairment**	**Entitled to Vote**
Class 1	Secured Claims	Unimpaired	No (Presumed to Accept)
Class 2	Other Priority Claims	Unimpaired	No (Presumed to Accept)
Class 3	Federal Government Unsecured Claims	Impaired	Yes
Class 4	Non-Federal Domestic Governmental Claims	Impaired	Yes
Class 5	Tribe Claims	Impaired	Yes
Class 6	Public School Claims	Impaired	Yes

Class 7	Healthcare Provider Claims	Impaired	Yes
Class 8	Third-Party Payor Claims	Impaired	Yes
Class 9	ER Physician Claims	Impaired	Yes
Class 10(a)	NAS PI Claims	Impaired	Yes
Class 10(b)	Non-NAS PI Claims	Impaired	Yes
Class 11(a)	Avrio General Unsecured Claims	Unimpaired	No (Presumed to Accept)
Class 11(b)	Adlon General Unsecured Claims	Unimpaired	No (Presumed to Accept)
Class 11(c)	Other General Unsecured Claims	Impaired	Yes
Class 12	Intercompany Claims	Unimpaired or Impaired	No (Presumed to Accept or Deemed to Reject)
Class 13	Shareholder Claims	Impaired	No (Deemed to Reject)
Class 14	Co-Defendant Claims	Impaired	No (Deemed to Reject)
Class 15	Other Subordinated Claims	Impaired	No (Deemed to Reject)
Class 16	PPLP Interests	Impaired	No (Deemed to Reject)
Class 17	PPI Interests	Impaired	No (Deemed to Reject)
Class 18	Intercompany Interests	Unimpaired or Impaired	No (Presumed to Accept or Deemed to Reject)

In general, if a Claim or Interest is unimpaired under a plan, section 1126(f) of the Bankruptcy Code deems the holder of such Claim or Interest to have accepted the plan, and thus, the holders of Claims in such unimpaired Classes are not entitled to vote on the plan. Because Classes 1, 2, 11(a) and 11(b) are unimpaired under the Plan, the holders of Claims and Interests in these Classes are not entitled to vote.

In general, if the holder of an impaired Claim or impaired Interest will not receive any distribution under a plan in respect of such Claim or Interest, section 1126(g) of the Bankruptcy Code deems the holder of such Claim or Interest to have rejected the plan, and thus the holders of Claims in such Classes are not entitled to vote on the plan. The holders of Claims and Interests in Classes 13, 14, 15, 16, and 17 are conclusively presumed to have rejected the Plan and are therefore not entitled to vote.

Holders of Interests in Classes 12 and 18 are either conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such Holders are not entitled to vote to accept or reject the Plan.

D. Voting Procedures and Requirements

The Bankruptcy Court can confirm the Plan only if it determines that the Plan complies with the technical requirements of chapter 11 of the Bankruptcy Code. One of these technical requirements is that the Bankruptcy Court find, among other things, that the Plan has been accepted by the requisite votes of all Classes of impaired Claims and Interests unless approval will be sought

under section 1129(b) of the Bankruptcy Code in spite of the nonacceptance by one or more such Classes.

If you have any questions about (i) the procedures for voting your Claim or with respect to the packet of materials that you have received or (ii) the amount of your Claim, please contact the Debtors' Solicitation Agent at (844) 217-0912 (domestic toll-free) or (347) 859-8093 (if calling from outside the United States or Canada). If you wish to obtain (at no charge) an additional copy of the Plan, this Disclosure Statement, or other solicitation documents, you can obtain them from the Debtors' Solicitation Agent by: (a.) calling (844) 217-0912 (U.S./Canada, toll-free) or +1 (347) 859-8093 (international, toll); (b.) visiting the Debtors' restructuring website at: https://restructuring.ra.kroll.com/purduepharma/; (c.) writing to Purdue Pharma Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232; and/or (d.) emailing purduepharmainfo@kroll.com (with a reference to "Purdue Pharma Solicitation Inquiry" in the subject line) and request paper copies of the corresponding materials.

1. Ballots

Pursuant to Bankruptcy Rule 3017(c), May 12, 2025 shall be the record date for purposes of determining which holders of Claims are entitled to receive solicitation packages and, where applicable, vote on the Plan (the "**Voting Record Date**"). Accordingly, only holders of record as of the Initial Voting Record Date that are otherwise entitled to vote under the Plan.

In voting for or against the Plan, please use (i) only the Ballot sent to you with this Disclosure Statement or (ii) the online electronic ballot portal. If you are a holder of a Claim in Classes 3, 4, 5, 6, 7, 8, 9, 10(a), 10(b) and 11(c) and did not receive a Ballot, if your Ballot is damaged or lost or if you have any questions concerning voting procedures, please contact your attorney or the Solicitation Agent at (844) 217-0912 (U.S./Canada, toll-free) or +1 (347) 859-8093 (international, toll) or by email at purduepharmaballots@kroll.com (with a reference to "Purdue Pharma Solicitation Inquiry" in the subject line), as applicable.

In addition, the Debtors intend to seek approval for an attorney representing four or more holders of Claims in certain Classes to submit the votes of such clients through a single master ballot (a "**Master Ballot**") so long as such attorney follows specified procedures associated therewith. An attorney electing to utilize such procedure will be required to collect and record the votes of such clients through customary and accepted practices, or obtain authority to procedurally cast such clients' votes. If your attorney has indicated that your vote will be submitted by Master Ballot, but you prefer to vote by means of an individual Ballot, you may contact the Solicitation Agent at (844) 217-0912 (U.S./Canada, toll-free) or +1 (347) 859-8093 (international, toll) or by email at purduepharmaballots@kroll.com (with a reference to "Purdue Pharma Solicitation Inquiry" in the subject line).

2. Submitting Ballots

If you are entitled to vote to accept or reject the Plan, you should read carefully, complete and submit your Ballot in accordance with the instructions below.

For your vote to be counted, your Ballot (or the Master Ballot including your vote) must be properly completed, signed, and returned so that it is actually received by the Solicitation Agent,

Kroll Restructuring Administration LLC, by no later than the Voting Deadline (as defined in the Solicitation Order), unless such time is extended in writing by the Debtors. If your Ballot (or the Master Ballot including your vote) is not received by the Solicitation Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted. Ballots must be delivered to the Solicitation Agent at the appropriate address listed below:

If by E-Ballot:	**If by standard mail, overnight courier or hand delivery:**
Visit https://restructuring.ra.kroll.com/purduepharma and click on the "Submit E-Ballot" link.	Purdue Pharma Ballot Processing c/o Kroll Restructuring Administration LLC 850 Third Avenue, Suite 412 Brooklyn, NY 11232
For your E-Ballot log-in credentials and further detail, please see your Ballot.	If you plan to hand deliver your Ballot to Kroll's office, please email purduepharmaballots@kroll.com at least twenty-four (24) hours in advance to arrange delivery.

Ballots will not be accepted by telecopy, facsimile, email, or other electronic means of transmission (other than by E-Ballot). Furthermore, Master Ballots may only be submitted to the Solicitation through the E-Ballot portal referenced above.

The method of delivery of Ballots to the Solicitation Agent is at the risk of each holder of a Claim, and such delivery will be deemed made only when the original Ballot (or Master Ballot including your vote) is actually received by the Solicitation Agent. In all cases, sufficient time should be allowed to assure timely delivery. Any unsigned Ballot will not be counted in determining the acceptance or rejection of the Plan; *provided* that a Ballot or Master Ballot cast via the Solicitation Agent's online "E-Balloting" portal or pursuant to the solicitation procedures will be deemed signed. No Ballot should be sent to the Debtors, the Debtors' agents (other than the Solicitation Agent), or the Debtors' financial or legal advisors, and if so sent, and not otherwise properly and timely delivered to the Solicitation Agent, will not be counted. If no holders of Claims in a particular Class that is entitled to vote on the Plan vote to accept or reject the Plan, then such Class shall be deemed to accept the Plan.

If you are a holder of a Claim in Classes 6, 7, 8, 9 or 10 and are represented by an attorney who represents four or more clients that may hold Claims in Classes 6, 7, 8, 9 or 10, you may be eligible to have your attorney vote to accept or reject the Plan on your behalf via Master Ballot. In such case, your attorney will be required to collect and record your vote through customary and accepted practices, or obtain authority to procedurally cast your vote. In the event that your attorney votes to accept or reject the Plan on your behalf via Master Ballot and you also submit an individual ballot to accept or reject the Plan, your individual ballot will control over any duplicate vote on the Master Ballot.

3. Voting of Disputed Claims

The Plan shall provide that if any party in interest with appropriate standing has filed an objection to a Claim (such claim, a "**Disputed Claim**"), such Disputed Claim is temporarily disallowed, except as otherwise provided in a stipulation, settlement, or other agreement filed by

the Debtors or as ordered by the Court prior to or concurrent with entry of an order confirming the Plan, including pursuant to an order on any motion with the Court for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such claim for voting purposes filed regarding such Claim that is timely filed pursuant to procedures established by the Bankruptcy Court; *provided* that if the objection seeks to reclassify or reduce the allowed amount of such Claim, then such Claim is temporarily allowed for voting purposes in the reduced amount and/or as reclassified, except as otherwise provided in a stipulation, settlement, or other agreement filed by the Debtors or as may be otherwise ordered by the Court prior to or concurrent with entry of an order confirming the Plan.

E. Acceptance of the Plan

As a condition to confirmation of the Plan, the Bankruptcy Code requires that each class of impaired claims vote to accept a plan, except under certain circumstances. *See* "*Confirmation Without Necessary Acceptances; Cramdown*" below. A class of claims or interests that is unimpaired under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such class is not required. A class is impaired unless the plan (i) leaves unaltered the legal, equitable, and contractual rights to which the claim or interest entitles the holder of such claim or interest or (ii) cures any default, reinstates the original terms of the obligation, and does not otherwise alter the legal, equitable, or contractual rights to which the claim or interest entitles the holder of such claim or interest.

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by an impaired class as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of claims in that class. Only those holders that are eligible to vote and that actually vote to accept or reject the plan are counted for purposes of determining whether these dollar and number thresholds are met. Thus, a class of claims will have voted to accept a plan only if two-thirds in amount and a majority in number that actually vote cast their ballots in favor of acceptance. Under section 1126(d) of the Bankruptcy Code, a class of interests has accepted a plan if holders of such interests holding at least two-thirds in amount that actually vote have voted to accept the plan. Holders of claims or interests who fail to vote are not counted as either accepting or rejecting a plan.

In addition to this voting requirement, section 1129 of the Bankruptcy Code requires that a plan be accepted by each holder of a claim or interest in an impaired class or that the plan otherwise be found by a court to be in the best interests of each holder of a claim or interest in such class. *See* "Best Interests Test" below. Moreover, each impaired class must accept the plan for the plan to be confirmed without application of the "fair and equitable" and "unfair discrimination" tests set forth in section 1129(b) of the Bankruptcy Code discussed below. *See* "*Confirmation Without Necessary Acceptances; Cramdown*" below.

F. Confirmation Without Necessary Acceptances; Cramdown

In the event that any impaired class of claims or interests does not accept a plan, a debtor nevertheless may move for confirmation of the plan. A plan may be confirmed, even if it is not accepted by all impaired classes, if the plan has been accepted by at least one impaired class of claims and the plan meets the "cramdown" requirements set forth in section 1129(b) of the

Bankruptcy Code. Section 1129(b) of the Bankruptcy Code requires that a court find that a plan (i) "does not discriminate unfairly" and (ii) is "fair and equitable," with respect to each non-accepting impaired class of claims or interests. Here, because holders of Claims and Interests in Classes 13, 14, 15, 16, and 17 are deemed to reject the Plan, the Debtors will seek confirmation of the Plan from the Bankruptcy Court by satisfying the "cramdown" requirements set forth in section 1129(b) of the Bankruptcy Code. The Debtors believe that such requirements are satisfied, as no holder of a Claim or Interest junior to those in Classes 13, 14, 15, 16, and 17 will receive any property under the Plan.

A plan "does not discriminate unfairly" if (i) the legal rights of a non-accepting class are treated in a manner that is consistent with the treatment of other classes whose legal rights are similar to those of the non-accepting class and (ii) no class receives payments in excess of that which it is legally entitled to receive for its claims or interests. The Debtors believe that, under the Plan, all impaired Classes of Claims and Interests are treated in a manner that is consistent with the treatment of other Classes of Claims and Interests that are similarly situated, if any, and no class of Claims or Interests will receive payments or property with an aggregate value greater than the aggregate value of the Allowed Claims or Allowed Interests in such Class. Accordingly, the Debtors believe that the Plan does not discriminate unfairly as to any impaired Class of Claims or Interests.

The Bankruptcy Code provides a non-exclusive definition of the phrase "fair and equitable." In order to determine whether a plan is "fair and equitable," the Bankruptcy Code establishes "cramdown" tests for secured creditors, unsecured creditors, and equity holders, as follows:

1. Secured Creditors. Either (i) each impaired secured creditor retains its liens securing its secured claim and receives on account of its secured claim deferred Cash payments having a present value equal to the amount of its allowed secured claim, (ii) each impaired secured creditor realizes the "indubitable equivalent" of its allowed secured claim, or (iii) subject to section 363(k) of the Bankruptcy Code, the property securing the claim is sold free and clear of liens, with such liens to attach to the proceeds of the sale and the treatment of such liens on proceeds to be as provided in clause (i) or (ii) above.

2. Unsecured Creditors. Either (i) each impaired unsecured creditor receives or retains under the plan property of a value equal to the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.

3. Equity Interests. Either (i) each holder of an equity interest will receive or retain under the plan property of a value equal to the greatest of the fixed liquidation preference to which such holder is entitled, the fixed redemption price to which such holder is entitled or the value of the interest or (ii) the holder of an interest that is junior to the non-accepting class will not receive or retain any property under the plan.

As discussed above, the Debtors believe that the distributions provided under the Plan satisfy the "fair and equitable" standard, where required.

AS EXPLAINED ABOVE, THE BANKRUPTCY CODE CONTAINS PROVISIONS FOR CONFIRMATION OF A PLAN EVEN IF IT IS NOT ACCEPTED BY ALL CLASSES. THESE SO-CALLED "CRAMDOWN" PROVISIONS ARE SET FORTH IN SECTION 1129(B) OF THE BANKRUPTCY CODE, WHICH PROVIDES THAT A PLAN CAN BE CONFIRMED EVEN IF IT HAS NOT BEEN ACCEPTED BY ALL IMPAIRED CLASSES OF CLAIMS AND INTERESTS AS LONG AS, AMONG OTHER THINGS, AT LEAST ONE IMPAIRED CLASS OF NON-INSIDER CLAIMS HAS VOTED TO ACCEPT THE PLAN.

G. Classification

The Bankruptcy Code requires that, for purposes of treatment and voting, a chapter 11 plan divide the different claims (excluding administrative claims) against, and equity interests in, a debtor into separate classes based upon their legal nature. Pursuant to section 1122 of the Bankruptcy Code, a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests of such class. The Debtors believe that the Plan classifies all Claims and Interests in compliance with the provisions of the Bankruptcy Code because valid business, factual and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan. Accordingly, the classification of Claims and Interests in the Plan complies with section 1122 of the Bankruptcy Code.

ARTICLE VI

FEASIBILITY AND BEST INTERESTS OF CREDITORS

A. Best Interests Test

As noted above, even if a plan is accepted by the holders of each class of claims and interests, the Bankruptcy Code requires a court to determine that such plan is in the best interests of all holders of claims or interests that are impaired by that plan and that have not accepted the plan. The "best interests" test (the "**Best Interests Test**"), as set forth in section 1129(a)(7) of the Bankruptcy Code, requires a court to find either that all members of an impaired class of claims or interests have accepted the plan or that the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the Plan, that is not less than the amount that such holder would recover if the debtor were liquidated under chapter 7 of the Bankruptcy Code.

To calculate the probable distribution to holders of each impaired class of claims and interests if the debtor were liquidated under chapter 7, a court must first determine the aggregate dollar amount that would be generated from a debtor's assets if its chapter 11 cases were converted to chapter 7 cases under the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the present value of the distributions from the proceeds of a liquidation of the debtor's unencumbered assets and properties, after subtracting the amounts attributable to the costs, expenses and administrative claims associated with a chapter 7 liquidation, must be compared with the value offered to such impaired classes under the plan. If the hypothetical liquidation distribution to holders of claims or interests in any impaired class is greater than the distributions

to be received by such parties under the plan, then such plan is not in the best interests of the holders of claims or interests in such impaired class.[128]

B. Liquidation Analysis

Amounts that a holder of Claims or Interests in an impaired class would receive in a hypothetical chapter 7 liquidation are discussed in the liquidation analysis of the Debtors prepared by the Debtors' management with the assistance of its advisors (the "**Liquidation Analysis**"), which is attached hereto as **Appendix C**.

As described in the Liquidation Analysis, underlying the analysis are a number of estimates and assumptions that, although developed and considered reasonable by the Debtors' management and advisors, are inherently subject to significant uncertainties and contingencies beyond the control of the Debtors and their management. The Liquidation Analysis is based on assumptions with regard to liquidation decisions and circumstances that are subject to change. Accordingly, the values reflected in the Liquidation Analysis might not be realized if the Debtors were, in fact, to undergo a liquidation.

This Liquidation Analysis is solely for the purposes of (i) providing "adequate information" under section 1125 of the Bankruptcy Code to enable the holders of Claims and Interests entitled to vote under the Plan to make an informed judgment about the Plan and (ii) providing the Bankruptcy Court with appropriate support for the satisfaction of the "Best Interests Test" pursuant to section 1129(a)(7) of the Bankruptcy Code, and should not be used or relied upon for any other purpose, including the purchase or sale of securities of, or Claims or Interests in, the Debtors or any of their affiliates.

The Debtors do not intend to and do not undertake any obligation to update or otherwise revise the Liquidation Analysis to reflect events or circumstances existing or arising after the date the Liquidation Analysis is initially filed or to reflect the occurrence of unanticipated events. Therefore, the Liquidation Analysis may not be relied upon as a guarantee or other assurance of the actual results that will occur.

In deciding whether to vote to accept or reject the Plan, holders of Claims must make their own determinations as to the reasonableness of any assumptions underlying the Liquidation Analysis and the reliability of the Liquidation Analysis.

C. Application of the Best Interests Test

The Debtors believe that, based on the Liquidation Analysis, the Plan satisfies the Best Interests Test. As the Plan and the Liquidation Analysis attached hereto as **Appendix C** indicate, Confirmation of the Plan will provide each holder of an Allowed Claim in an impaired class with

[128] To the extent relevant for purposes of the Best Interest Test, the Liquidation Analysis assumes that, in a chapter 7 scenario, Holders of Claims and Interests and other non-Debtor Persons would retain their direct claims, if any, against the Shareholder Released Parties. Section III.AA(2)(ii)(c) above contains a discussion of the value of such claims in a chapter 7 scenario.

an equal or greater recovery than the value of any distributions if the Chapter 11 Cases were converted to cases under chapter 7 of the Bankruptcy Code.

D. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires, as a condition to the confirmation of the Plan ("**Confirmation**"), that the Bankruptcy Court finds that Confirmation is not likely to be followed by the liquidation of the Debtors or the need for further financial reorganization, unless such liquidation is contemplated by the Plan. For purposes of demonstrating that the Plan meets this "feasibility" standard, the Debtors' management has prepared the financial projections, as set forth in **Appendix D** (the "**Financial Projections**").

The Debtors have prepared the Financial Projections solely for the purpose of providing "adequate information" under section 1125 of the Bankruptcy Code to enable the holders of Claims entitled to vote under the Plan to make an informed judgment about the Plan and should not be used or relied upon for any other purpose, including the purchase or sale of securities of, or Claims or Interests in, the Debtors.

In addition to the cautionary notes contained elsewhere in this Disclosure Statement and in the Financial Projections, it is underscored that the Debtors make no representation as to the accuracy of the Financial Projections or their or NewCo's ability to achieve the projected results. Many of the assumptions on which the Financial Projections are based are subject to significant uncertainties. Inevitably, some assumptions will not materialize, and unanticipated events and circumstances may affect the financial results. Therefore, the actual results achieved throughout the Projection Period (as defined in the Financial Projections) may vary from the Financial Projections, and the variations may be material. All holders of Claims in the impaired classes are urged to examine carefully all of the assumptions on which the Financial Projections are based in connection with their evaluation of, and voting on, the Plan.

Based upon the Financial Projections, the Debtors believe that they will be able to make all distributions and payments under the Plan and that confirmation of the Plan is not likely to be followed by liquidation of NewCo or the need for further restructuring.

ARTICLE VII

SECURITIES LAW MATTERS

This Disclosure Statement was not approved by the SEC or any state regulatory authority. Neither the SEC nor any state regulatory authority has passed upon the accuracy or adequacy of this Disclosure Statement, or the exhibits or statements contained herein, and any representation to the contrary is unlawful.

The Plan provides for the offer, issuance, and distribution of interests in the Creditor Trusts and the Master Disbursement Trust (collectively, the "**Trust Interests**"). The Debtors believe any and all Trust Interests and the right to receive distributions on account of the Trust Interests will not constitute "securities" as defined in section 2(a)(1) of the Securities Act, section 101(49) of the Bankruptcy Code, and applicable state and local securities laws, and will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and any

applicable state or local securities laws and regulations. The Trust Interests will not be evidenced by any certificate, security, receipt, or in any other form or manner whatsoever, except as maintained on the books and records of the applicable trust. Further, the Trust Interests shall not be listed for trading on any national securities exchange.

If it is determined that the Trust Interests, the right to receive distributions on account of Trust Interests constitute "securities," the Debtors believe that the issuance and distribution of the Trust Interests satisfies the requirements of section 1145(a)(1) of the Bankruptcy Code and are, therefore, exempt from registration under the Securities Act and state and local securities laws.

To the extent the Trust Interests, the right to receive distributions on account of Trust Interests are determined to be "securities" that do not satisfy the requirements of section 1145(a)(1) of the Bankruptcy Code, the Debtors believe that such interests are issuable without registration under the Securities Act under section 4(a)(2) of the Securities Act. Section 4(a)(2) of the Securities Act provides that the issuance of securities by an issuer in transactions not involving any public offering are exempt from registration under the Securities Act.

ARTICLE VIII

CERTAIN RISK FACTORS TO BE CONSIDERED PRIOR TO VOTING

THE PLAN AND ITS IMPLEMENTATION ARE SUBJECT TO CERTAIN RISKS, INCLUDING, BUT NOT LIMITED TO, THE RISK FACTORS SET FORTH BELOW. HOLDERS OF CLAIMS WHO ARE ENTITLED TO VOTE ON THE PLAN SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS, AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT AND THE DOCUMENTS DELIVERED TOGETHER HEREWITH REFERRED TO OR INCORPORATED BY REFERENCE HEREIN, BEFORE DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. THESE FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN AND ITS IMPLEMENTATION.

A. Risks Associated with the Bankruptcy Process

1. Plan Confirmation

The Debtors can make no assurances that the conditions to confirmation of the Plan will be satisfied or waived or that they will receive the requisite acceptances to confirm the Plan. Further, if the requisite acceptances are not received, the Debtors may seek to accomplish an alternative chapter 11 plan and obtain acceptances to an alternative plan for the Debtors, or otherwise, that may not have the support of the holders of Claims and/or may be required to liquidate these Estates under chapter 7 or 11 of the Bankruptcy Code. There can be no assurance that the terms of any such alternative restructuring arrangement or plan would be similar to or as favorable to Creditors as those proposed in the Plan.

Even if the Debtors receive the requisite acceptances, there is no assurance that the Bankruptcy Court will confirm the Plan. Even if the Bankruptcy Court determined that the Disclosure Statement and the balloting procedures and results were appropriate, the Bankruptcy

Court could still decline to confirm the Plan if it found that any of the statutory requirements for confirmation had not been met. Moreover, there can be no assurance that modifications to the Plan will not be required for confirmation or that such modifications would not necessitate the resolicitation of votes. If the Plan is not confirmed, it is unclear what distributions holders of Claims ultimately would receive with respect to their Claims in a subsequent plan.

2. Potential Appeals of Confirmation Order

If the Confirmation Order is entered, certain parties may appeal such Order. Any appealing party may seek a stay of judgment with respect to the Confirmation Order, which, if granted by the Bankruptcy Court or the district court with appellate jurisdiction with respect to the Confirmation Order, would maintain the status quo that has existed during the Chapter 11 Cases while an appeal remains pending. Absent the grant of a stay pending appeal (or if applicable conditions to the grant of such a stay, which could include a requirement to post a supersedeas bond, are not satisfied), the Debtors and other parties will have the authority to execute upon and enforce the Confirmation Order so long as the Confirmation Order has not been reversed on appeal. Accordingly, absent a stay pending appeal, the Effective Date may occur, subject to the terms and conditions precedent in the Plan, and the Plan may be substantially consummated during the pendency of the appeal. Upon substantial consummation of the Plan, any appeal of the Confirmation Order may become equitably moot. *See, e.g.*, *In re Chateaugay Corp.*, 10 F.3d 944 (2d Cir. 1993). If any appeal is found not to be equitably moot in its entirety and confirmation of the Plan is reversed on appeal, the form of available relief and the impact of such relief on the post-Effective Date structure contemplated by the Plan is difficult to predict, but such relief could potentially have a materially adverse impact on the timing or amount of distributions contemplated under the Plan.

3. Objections to Classification of Claims

Section 1122 of the Bankruptcy Code requires that the Plan classify Claims against, and Interests in, the Debtors. The Bankruptcy Code also provides that the Plan may place a Claim or Interest in a particular Class only if such Claim or Interest is substantially similar to the other Claims or Interests of such Class. The Debtors believe that all Claims and Interests have been appropriately classified in the Plan.

To the extent that the Bankruptcy Court finds that a different classification is required for the Plan to be confirmed, the Debtors would seek (i) to modify the Plan to provide for whatever classification might be required for confirmation and (ii) to use the acceptances received from any holder of Claims pursuant to this solicitation for the purpose of obtaining the approval of the Class or Classes of which such holder ultimately is deemed to be a member. Any such reclassification of Claims, although subject to the notice and hearing requirements of the Bankruptcy Code, could adversely affect the Class in which such holder was initially a member, or any other Class under the Plan, by changing the composition of such Class and the vote required for approval of the Plan. There can be no assurance that the Bankruptcy Court, after finding that a classification was inappropriate and requiring a reclassification, would approve the Plan based upon such reclassification. Except to the extent that modification of classification in the Plan requires resolicitation, the Debtors will, in accordance with the Bankruptcy Code and the Bankruptcy Rules, seek a determination by the Bankruptcy Court that acceptance of the Plan by any holder of

Claims pursuant to this solicitation will constitute a consent to the Plan's treatment of such holder, regardless of the Class as to which such holder is ultimately deemed to be a member.

4. Failure to Consummate the Plan

As of the date of this Disclosure Statement, there can be no assurance that the conditions to consummation of the Plan will be satisfied or waived. Accordingly, even if the Plan is confirmed by the Bankruptcy Court, there can be no assurance that the Plan will be consummated and the restructuring completed.

5. The Chapter 11 Cases May Be Converted to Cases under Chapter 7 of the Bankruptcy Code

If the Bankruptcy Court finds that it would be in the best interest of creditors and/or the debtor in a chapter 11 case, the Bankruptcy Court may convert a chapter 11 bankruptcy case to a case under chapter 7 of the Bankruptcy Code. In such event, a chapter 7 trustee would be appointed or elected to liquidate the debtor's assets for distribution in accordance with the priorities established by the Bankruptcy Code. The Debtors believe that liquidation under chapter 7 would result in significantly smaller distributions being made to creditors than those provided for in a chapter 11 plan because of (i) the likelihood that the assets would have to be sold or otherwise disposed of in a disorderly fashion over a short period of time, rather than reorganizing or selling the business as a going concern at a later time in a controlled manner, (ii) additional administrative expenses involved in the appointment of a chapter 7 trustee, and (iii) additional expenses and Claims, some of which would be entitled to priority, that would be generated during the liquidation, including Claims resulting from the rejection of unexpired leases and other executory contracts in connection with cessation of operations.

6. Risk of Delayed Confirmation or Effective Date

Although the Debtors expect that the Plan will be confirmed on or shortly after the Confirmation Hearing scheduled for November 10, 2025 at 10:00 a.m. (Prevailing Eastern Time), there is a risk that confirmation of the Plan will be delayed. The occurrence of the Effective Date is subject to the receipt of all authorizations, consents, regulatory approvals, rulings and documents that are necessary to implement and effectuate the Plan. The governmental approval process could take substantial time after confirmation of the Plan. Any delay in the governmental approval processes, or the failure to obtain such approvals, could prolong the Chapter 11 Cases (or result in a liquidation of the Debtors), and reduce recoveries available to creditors.

7. Plan Releases, Injunctions and Exculpations May Not Be Approved

There can be no assurance that the Plan releases, injunctions and exculpations as provided in Article X of the Plan, will be granted. Failure of the Bankruptcy Court to grant such relief may result in a plan of reorganization that differs from the Plan or the Plan not being confirmed.

8. Channeling Injunction

The Channeling Injunction, which, among other things, bars all persons that have held or asserted, or that hold or assert Channeled Claims or any Released Claims arising out of or related

thereto against the Released Parties, is a necessary element of the Plan. There is no guarantee that the validity and enforceability of the Channeling Injunction or the application of the Channeling Injunction to the Channeled Claims and Released Claims arising out of or related thereto will not be challenged, either before or after Confirmation of the Plan.

9. Insurance Neutrality Provisions

Certain of Debtors' insurers assert that the language in Section 5.11 of the Plan, titled "Insurance Neutrality," does not adequately protect their rights. They have proposed alternative insurance neutrality language to the Debtors, which is filed at D.I. 2710, Exhibit A, in Case No. 19-23649. Those insurers contend that the language they have proposed is consistent with language in other plans of reorganization that have been confirmed, and confirmation orders that have been entered, in this district, and they further contend that this Court, or a court on appeal, may require that such language be included within the Plan as a condition to confirmation.

10. Credit Risk Attendant to Settlement of Claims Against the Sackler Parties

The Shareholder Settlement Agreements will provide for the Sackler Parties to remit up to $7.0 billion over fifteen years to the Master Disbursement Trust. The Sackler Payment Parties will provide collateral and other forms of credit support to secure the Required Settlement Payments and other obligations of the Sackler Parties under the Shareholder Settlement Agreements, as more fully set forth in the Credit Support Annexes to the Master Shareholder Settlement Agreement. Remedies for breach of the Shareholder Settlement Agreements may include, without limitation, acceleration of the unpaid and unfunded obligations of the defaulting Sackler Parties, voiding the Shareholder Releases provided pursuant to the Plan and Shareholder Settlement Agreements, foreclosure by the Master Disbursement Trust on the collateral provided under the Shareholder Settlement Agreements, enforcement of confessions of judgment by the applicable Sackler Parties admitting the obligations that have come due, and certain other remedies to be mutually agreed. However, some or all of the Sackler Parties may fail to make such payments in whole or in part (or fail to make timely payments) notwithstanding the satisfaction of all conditions to payment in the Shareholder Settlement Agreements and the covenants contained therein. Such an event presents a credit risk to the Master Disbursement Trust and, to the extent the Master Disbursement Trust is not able to collect such unpaid amounts through the enforcement of remedies under the Shareholder Settlement Agreements, could prevent the Master Disbursement Trust from making required or anticipated payments to the Creditor Trusts. Moreover, Required Settlement Payments may be made into escrow or paused, depending on whether the Confirmation Order is modified, reversed or vacated in a manner that materially and adversely affects the rights, interests, or obligations of certain key stakeholders. As such, to the extent the Confirmation Order is modified, reversed or vacated, payments to the Master Disbursement Trust under the Shareholder Settlement Agreements may be deferred and, to the extent the Confirmation Order is not reinstated, the Master Disbursement Trust may not receive payments and previously received amounts may be credited (or amounts held in escrow may be returned) to the Sackler Parties under the Shareholder Settlement Agreements.

11. Recovery on Account of Other General Unsecured Claims Depends on the Aggregate Amount of Allowed Other General Unsecured Claims

The Debtors estimate that, following completion of Claims litigation and related matters, the Other General Unsecured Claim Cash will exceed the aggregate amount of Allowed Other General Unsecured Claims. This estimate is based on certain assumptions based on a variety of factors. Should these underlying assumptions prove incorrect, the actual Allowed Other General Unsecured Claims may differ from the Debtors' estimates, and such differences could be material. Because distributions to Holders of Other General Unsecured Claims are linked to the value of Allowed Other General Unsecured Claims, any material increase in the amount of Allowed Other General Unsecured Claims in excess of the Other General Unsecured Claim Cash would materially reduce the recovery to Holders of Other General Unsecured Claims under the Plan.

12. Recoveries on Account of Federal Government Unsecured Claims May Impact the Amount of Distributions Made to the Governmental Remediation Trust and the Tribe Trust

Under the terms of the Plan, residual value after satisfying other obligations under the Plan will effectively ultimately be distributed to the Governmental Remediation Trust and the Tribe Trust, in the proportions determined pursuant to the Plan. As a result, the amount of distributions to the Governmental Remediation Trust and the Tribe Trust are linked to, *inter alia*, the amount of distributions on account of the Allowed Federal Government Unsecured Claims. The amount of distributions on account of the Allowed Federal Government Unsecured Claims remains to be agreed with the Holders of such Claims or to be determined pursuant to the Plan. The amount of such distribution that is ultimately made will reduce the amount of distributions to the Governmental Remediation Trust and the Tribe Trust.

B. Risks Associated with the Debtors' and NewCo's Business Operations and Financial Condition

1. NewCo May Not Be Able to Achieve Its Projected Financial Results

Actual financial results may differ materially from the Financial Projections. If the Debtors and/or NewCo do not achieve projected revenue or cash flow levels, NewCo may lack sufficient liquidity to continue operating its business consistent with the Financial Projections after the Effective Date. The Financial Projections represent management's view based on currently known facts and hypothetical assumptions about their future operations; they do not guarantee NewCo's future financial performance.

2. NewCo's Effective Tax Rate May Vary From Projections

The Financial Projections include assumptions as to NewCo's effective tax rate in future years. This assumed tax rate may be higher or lower than NewCo's actual tax rate, which will vary depending upon available tax deductions and changes in statutory tax rates.

3. The Financial Projections Are Subject to Inherent Uncertainty Due to the Numerous Assumptions upon Which They Are Based

The Financial Projections are based on numerous assumptions including, without limitation, the timing, confirmation and consummation of the Plan in accordance with its terms, the anticipated future performance of the Debtors and NewCo, general business and economic conditions, and other matters, many of which are beyond the control of the Debtors and some or all of which may not materialize. Particular uncertainties with respect to the Debtors' operations and financial results arise from the risks and uncertainties relating to, among other things, the following: changes in the demand for the Debtors' pharmaceutical products; legislation and regulations relating to the pharmaceutical industry; operational, permit, and labor factors; fluctuations in the amount of cash the Debtors generate from operations; and numerous other matters of national, regional and global scale, including those of a political, economic, business, competitive, or regulatory nature. Because the actual results achieved throughout the periods covered by the Financial Projections may vary from the projected results, the Financial Projections should not be relied upon as an assurance of the actual results that will occur.

Except with respect to the Financial Projections and except as otherwise specifically and expressly stated herein, this Disclosure Statement does not reflect any events that might occur subsequent to the date hereof. Such events could have a material impact on the information contained in this Disclosure Statement. Neither the Debtors nor NewCo intend to update the Financial Projections. The Financial Projections, therefore, may not reflect the impact of any subsequent events not already accounted for in the assumptions underlying the Financial Projections.

4. The Debtors Will Be Subject to the Risks and Uncertainties Associated with the Chapter 11 Cases

For the duration of the Chapter 11 Cases, the Debtors' ability to operate, develop and execute a business plan, and continue as a going concern, will be subject to the risks and uncertainties associated with bankruptcy. These risks include the following: (i) the ability to develop, confirm and consummate the Plan and transactions contemplated thereunder; (ii) the ability to obtain Bankruptcy Court approval with respect to motions filed in the Chapter 11 Cases from time to time; (iii) the ability to maintain relationships with suppliers, vendors, service providers, customers, employees and other third parties; (iv) the ability to maintain contracts that are critical to the Debtors' operations; (v) the ability of third parties to seek and obtain Bankruptcy Court approval to terminate contracts and other agreements with the Debtors; (vi) the ability of third parties to seek and obtain Bankruptcy Court approval to terminate or shorten the exclusivity period for the Debtors to propose and confirm a chapter 11 plan, to appoint a chapter 11 trustee, or to convert the Chapter 11 Cases to chapter 7 proceedings; and (vii) the actions and decisions of the Debtors' creditors and other third parties who have interests in the Chapter 11 Cases that may be inconsistent with the Debtors' plans.

These risks and uncertainties could affect the Debtors' businesses and operations in various ways. For example, negative events associated with the Chapter 11 Cases could adversely affect the Debtors' relationships with suppliers, service providers, customers, employees and other third parties, which in turn could adversely affect the Debtors' operations and financial condition. Also,

the Debtors will need the prior approval of the Bankruptcy Court for transactions outside the ordinary course of businesses, which may limit the Debtors' ability to respond timely to certain events or take advantage of certain opportunities. Because of the risks and uncertainties associated with the Chapter 11 Cases, the Debtors cannot accurately predict or quantify the ultimate impact of events that occur during the Chapter 11 Cases that may be inconsistent with the Debtors' plans.

5. Certain Claims May Not Be Discharged and May Have a Material Adverse Effect on the Debtors' Financial Condition and Results of Operations

The Bankruptcy Code provides that the confirmation of a plan of reorganization discharges a debtor from substantially all debts arising prior to confirmation. With few exceptions, all Claims that arise prior to the Debtors' filing of their petitions or before confirmation of the plan of reorganization (i) would be subject to compromise and/or treatment under the plan of reorganization, and/or (ii) would be discharged and/or released in accordance with the terms of the plan of reorganization. Any Claims not ultimately discharged or released through a plan of reorganization could be asserted against NewCo and may have an adverse effect on NewCo's financial condition and results of operations.

6. Regulatory Risk

As a manufacturer of controlled substances and prescription products, the Debtors are subject to regulatory oversight by numerous governmental entities. For example, the Debtors must comply with laws, regulations, guidance documents and standards promulgated by the FDA, the DEA, the Department of Health and Human Services (including its Office of Inspector General), the Center for Medicare and Medicaid Services ("**CMS**"), the Environmental Protection Agency, state boards of pharmacy, and state controlled substance authorities. In particular, the Debtors interact with the FDA on a regular basis in connection with, among other things, new drug applications, abbreviated new drug applications and monitoring of production facilities. The Debtors regularly interact with the DEA in connection with controlled substance facility registrations and obtaining quota to manufacture controlled substances. The Debtors also interact with state agencies regarding their manufacturing and selling of controlled substances and pharmaceutical products and the licenses required to engage in these activities. The Debtors are also subject to healthcare fraud and abuse laws, such as the Federal Anti-Kickback Statute, the Federal False Claims Act, and state equivalents thereof.

- If the Debtors fail to comply with applicable federal and state laws and regulations, the Debtors could face substantial enforcement actions, including civil, criminal and administrative penalties including product seizures or injunctions, damages, fines and exclusion from federal or state healthcare programs, and their financial condition and operations could be adversely affected. Although compliance programs can mitigate the risk of investigation and prosecution for violations of these laws, the risks cannot be entirely eliminated. In addition, in order to operate their businesses, the Debtors are required to maintain licenses under the laws of various states, which may be impacted by the DOJ Resolution.

Moreover, continued compliance with prevailing laws and regulations imposes significant financial and operational costs on the Debtors, including because these laws and regulations are

subject to ongoing government review and interpretation, which can result in shifts in review protocol, government interpretation, and government implementation. Additionally, governments and regulators may modify existing laws or regulations or impose new ones, which may increase the Debtors' costs of compliance significantly. All of these factors can have material impacts on the Debtors' businesses.

7. The Debtors' Revenues Are Highly Dependent on Medicare, Medicaid, and Commercial Payor Payment Rates

The Debtors' ability to generate revenue relies on the prescribing of their medicines which are reimbursed by commercial managed care and government managed Medicare and Medicaid programs. The Debtors provide discounts and rebates to participating managed care organizations and federal and/or state governments to maintain patient access to their medications. The future revenue of the debtors is highly dependent on the continued formulary coverage from these entities.

Payment rates for Medicaid reimbursable products are set by law and regulation and are therefore beyond the Debtors' ability to control. Prevailing reimbursement for the Debtors' products could be significantly reduced in the future, materially impairing the Debtors' revenue. For example, pursuant to the Debtors' national rebate agreement with the Department of Health and Human Services, Medicaid covers a number of the Debtors' products under a designated rebate program. In accordance with this program, the Debtors are also required to comply with the United States Department of Health and Human Services' 340B Drug Pricing Program (the "**340B Program**"). Moreover, certain products sold by the Debtors could cease to be reimbursed by Medicaid at all. More generally, ongoing healthcare reform efforts, including efforts to curb the costs of prescription medications, also may impact the Debtors' revenues in the future.

The Debtors business also critically relies on contractual agreements with private third party payors, such as insurance companies or pharmacy benefit managers and with the federal government. The Debtors have entered into several contracts with private insurers with commercial and/or Medicare Part D business lines and with the CMS to cover certain of their products, pursuant to which the Debtors agreed to pay the private insurers or their representatives which administer the program or CMS certain rebates related to these programs. Rebate rates required by these payors could change materially depending on a variety of factors, including regulatory changes and cost pressures affecting the commercial payors' own businesses. In particular, commercial payors are highly cost sensitive as a result of the rising cost of healthcare and other macroeconomic factors and may pressure the Debtors to accept higher rebate rates as a result. The future revenues of the debtors is highly dependent on the private commercial payers maintaining the Debtors products on their list of drugs that are given formulary coverage. If formulary coverage is lost it is unlikely to be regained in the future by the debtors.

Additionally, based on its agreement with CMS for Medicaid and relevant statutes, the Debtors must also comply with the Department of Veterans Affairs Federal Supply Schedule, which requires the Debtors to make their products available to federal agencies such as, but not limited to, the Department of Veterans Affairs, Department of Defense, the Coast Guard, Federal Bureau of Prisons and the Public Health Service at deeply discounted prices (collectively, the "**Federal Supply Schedule Programs**"). Because the price the Debtors charge under the Federal Supply Schedule is lower than the wholesale acquisition cost (a base price set by the Debtors in

their sole discretion and adjusted from time to time), wholesalers charge back the Debtors for the difference ("**FSS Chargebacks**"). The deeply discounted prices at which the Debtors make their products available under the Federal Supply Schedule Programs (and the resulting FSS Chargebacks owed by the Debtors) are subject to change materially based on the FSS set by the Department of Veterans Affairs, which may adjust such prices based on the rising cost of healthcare and other macroeconomic factors. Failure to comply with the Federal Supply Schedule Programs may result in substantial fines and penalties and exclusion from other federal programs, which would diminish the Debtors' customer base as well as harm the Debtors' relationship with wholesalers.

All of the foregoing may materially impact the Debtors' performance in ways that may be difficult to predict or mitigate.

8. The Debtors' Revenues Are Highly Dependent on Wholesale Distribution Channels

The Debtors' primary channel for sale of prescription products is through wholesalers (collectively, the "**Distributors**") who distribute these products to retail drugstores, pharmacies, hospitals, long-term care and other mail, retail and non-retail institutions in the United States. These buyers, in turn, dispense these products to patients. If the Distributors refuse to do business with NewCo due to the rejection of their contracts or otherwise, NewCo would lose access to its primary channel for sale of prescription products, which would likely have a material adverse impact on its operations and revenues and make sale of NewCo at a future date more difficult. Although Purdue Pharma and Rhodes together have 40 different customer/distributors for their products, Cardinal, McKesson, and Cencora (formerly Amerisource Bergen) generally account for over 90 percent of their gross sales.

9. The Debtors' Intellectual Property May Be Misappropriated or the Debtors May Be Subject to Infringement Claims

The Debtors rely on intellectual property rights, including licensing arrangements and third-party nondisclosure and assignment agreements, to conduct their businesses. The Debtors' failure to adequately maintain and protect its intellectual property could materially affect the Debtors' intellectual property rights. The Debtors' intellectual property rights could be challenged, invalidated or circumvented by others and may be insufficient in scope and strength to meaningfully protect the Debtors. While the Debtors attempt to protect their intellectual property rights, the Debtors cannot guarantee that they will be successful in defending such rights against third parties who may infringe upon them. Similarly, it is possible that third parties will make claims of infringement against the Debtors, and there is no guarantee that the Debtors will successfully defend or otherwise resolve such claims. Any such claims, even if meritless, could disrupt or impose significant costs on the Debtors' businesses.

C. Miscellaneous Risk Factors and Disclaimers

1. The Financial Information Is Based on the Debtors' Books and Records and, Unless Otherwise Stated, No Audit Was Performed

In preparing this Disclosure Statement, the Debtors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have used their reasonable business judgment to assure the accuracy of the financial information provided in this Disclosure Statement, and while the Debtors believe that such financial information fairly reflects their financial condition, the Debtors are unable to warrant or represent that the financial information contained in this Disclosure Statement (or any information in any of the exhibits to the Disclosure Statement) is without inaccuracies.

2. Certain Tax Considerations

There are a number of material income tax considerations, risks and uncertainties associated with the consummation of the Plan. Holders of Claims and other interested parties should read carefully the discussion in "*Certain U.S. Federal Income Tax Consequences of the Plan*" below.

3. No Legal or Tax Advice Is Provided by This Disclosure Statement

This Disclosure Statement is not legal advice to any person or Entity. The contents of this Disclosure Statement should not be construed as legal, business or tax advice. Each reader should consult its own legal counsel and accountant with regard to any legal, tax and other matters concerning its Claim. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote to accept or reject the Plan or whether to object to Confirmation.

4. No Admissions Made

The information and statements contained in this Disclosure Statement will neither (i) constitute an admission of any fact or liability by any Entity (including the Debtors) nor (ii) be deemed evidence of the tax or other legal effects of the Plan on the Debtors, NewCo, Holders of Allowed Claims or Interests, or any other parties in interest.

5. Failure to Identify Litigation Claims or Projected Objections

No reliance should be placed on the fact that a particular litigation claim or projected objection to a particular Claim is, or is not, identified in this Disclosure Statement. The Debtors may seek to investigate, file, and prosecute Claims and may object to Claims after Confirmation and Consummation of the Plan, irrespective of whether this Disclosure Statement identifies such Claims or objections to Claims.

6. Information Was Provided by the Debtors and Was Relied Upon by the Debtors' Advisors

Counsel to and other advisors retained by the Debtors have relied upon information provided by the Debtors in connection with the preparation of this Disclosure Statement. Although

counsel to and other advisors retained by the Debtors have performed certain limited due diligence in connection with the preparation of this Disclosure Statement and the exhibits to the Disclosure Statement, they have not independently verified the information contained in this Disclosure Statement or the information in the exhibits to the Disclosure Statement.

7. The Debtors Have No Duty to Update

The statements contained in this Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has not been a change in the information set forth herein since that date. While the Debtors have used their reasonable business judgment so that the information provided in this Disclosure Statement and in the Plan is as accurate as possible, the Debtors nonetheless cannot, and do not, confirm the current accuracy of all statements appearing in this Disclosure Statement. Further, although the Debtors may subsequently update the information in this Disclosure Statement, the Debtors have no affirmative duty to do so unless ordered to do so by the Bankruptcy Court.

8. No Representations Outside This Disclosure Statement Are Authorized

No representations concerning or relating to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure voting Holders' acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement, should not be relied upon by voting Holders in arriving at their decision. Voting Holders should promptly report unauthorized representations or inducements to counsel to the Debtors and the Office of the United States Trustee for the Southern District of New York.

ARTICLE IX

CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A. General

The following discussion summarizes certain material U.S. federal income tax consequences of the implementation of the Plan to the Debtors and to certain U.S. Holders of Claims. This summary does not address the federal income tax consequences to: (i) Holders of Claims who are deemed to have rejected the Plan in accordance with the provisions of section 1126(g) of the Bankruptcy Code; (ii) Holders whose Claims are Unimpaired; (iii) Holders of Federal Government Unsecured Claims; or (iv) purchasers of Claims following the Effective Date. This summary does not discuss the U.S. federal income tax consequences of the Direct Claims Shareholder Settlements or the receipt of any payments in respect thereof.

This summary is based on the IRC, existing and proposed Treasury Regulations, judicial decisions, and published administrative rules and pronouncements of the IRS as in effect on the date of this Disclosure Statement, all of which are subject to change, possibly on a retroactive basis. Any such change could significantly affect the U.S. federal income tax consequences described below. Many of the tax consequences described herein are uncertain. As of the date of this Disclosure Statement, no opinion of counsel or ruling from the IRS has been requested with respect

to any of the tax aspects of the Plan. The Plan is not conditioned upon the request for or receipt of a private letter ruling from the IRS. There is no assurance that the IRS would not take a contrary position as to the federal income tax consequences described herein and that a court would not uphold such a position.

This discussion does not address non-U.S., state, local, or territorial tax consequences of the Plan, nor does it purport to address the U.S. federal income tax consequences of the Plan that may be relevant to special classes of taxpayers (e.g., small business investment companies, regulated investment companies, real estate investment trusts, banks and certain other financial institutions, insurance companies, retirement plans, individual retirement accounts and other tax-deferred accounts, persons that are, or hold Claims through, S corporations, partnerships or other pass-through entities for U.S. federal income tax purposes, persons whose functional currency is not the U.S. dollar, persons who are residents of or otherwise subject to taxation by a U.S. territory or persons who use the accrual method of accounting and report income on an "applicable financial statement" within the meaning of IRC section 451). In addition, this discussion does not address any alternative minimum tax, the "Medicare" tax on unearned income, the Foreign Account Tax Compliance Act, or U.S. federal taxes other than income taxes. This discussion does not address the U.S. federal income tax consequences of the Plan to non-U.S. Holders. Non-U.S. Holders should consult their own tax advisors with respect to the tax consequences of the Plan applicable to them.

As used herein, the term "**U.S. Holder**" means a beneficial owner of a Claim that is for U.S. federal income tax purposes: (i) an individual who is a citizen or resident of the United States; (ii) a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia; (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source; (iv) a trust, if a court within the United States is able to exercise primary jurisdiction over its administration and one or more U.S. persons have authority to control all of its substantial decisions, or if the trust has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person; (v) the government of the United States, any state, political subdivision or territory thereof or the District of Columbia; or (vi) any Tribe. As used herein, the term "**non-U.S. Holder**" means a beneficial owner of a Claim that is not a U.S. Holder or a partnership (or other entity or arrangement treated as a partnership or other pass-through entity for U.S. federal income tax purposes).

If a partnership or other entity or arrangement treated as a partnership for U.S. federal income tax purposes holds Claims, the tax treatment of a partner in such partnership generally will depend upon the status of the partner and the activities of the partnership. ***Partners in such a partnership holding any Claims should consult their own tax advisors.***

THE FOLLOWING SUMMARY IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR TAX PLANNING OR FOR ADVICE BASED UPON THE PARTICULAR CIRCUMSTANCES PERTAINING TO A HOLDER OF A CLAIM. EACH HOLDER OF A CLAIM IS URGED TO CONSULT ITS OWN TAX ADVISORS FOR THE U.S. FEDERAL, STATE, LOCAL AND NON-U.S. INCOME AND OTHER TAX CONSEQUENCES APPLICABLE TO IT UNDER THE PLAN.

B. Consequences to the Debtors

PPLP and most of its subsidiaries are entities that are disregarded as separate from their owners for U.S. federal income tax purposes. Accordingly, the U.S. federal income tax consequences arising under the Plan in respect of PPLP and most of its subsidiaries generally will not be recognized by a Debtor, but will instead be recognized by PPLP's parent, PRA L.P., which is not a Debtor. Because PRA L.P. is treated as a partnership for U.S. federal income tax purposes, the tax consequences arising under the Plan in respect of PPLP and most of its subsidiaries generally are expected to be borne by the beneficial owners of PRA L.P. In addition, certain Debtors are direct or indirect subsidiaries of PPLP and are treated as partnerships for U.S. federal income tax purposes. The U.S. federal income tax consequences of consummating the Plan with respect to such Debtors generally are expected to be recognized by PRA L.P. and generally borne by the beneficial owners of PRA L.P. Finally, certain Debtors (including PPI) are subject to tax as corporations for U.S. federal income tax purposes and may recognize tax consequences resulting from the consummation of the Plan, as discussed below.

The Plan provides that, on the Effective Date, the Debtors will enter into the Restructuring Transactions. Additional information regarding these transactions will be provided in the Restructuring Steps Memorandum. The tax consequences of the Restructuring Transactions to PPLP and any of its subsidiaries that are disregarded as separate from PRA L.P. are expected to be recognized by PRA L.P. and generally borne by the beneficial owners of PRA L.P. The tax consequences of the Restructuring Transactions to a Debtor that is treated as a corporation for U.S. federal income tax purposes will depend on whether the Debtor is a Transferred Debtor. If a corporate Debtor is a Transferred Debtor, it is generally not expected to transfer its assets that are NewCo Transferred Assets in the Restructuring Transactions and therefore is not expected to recognize any gain or loss with respect to those assets. The transfer by a corporate Debtor that is a Transferred Debtor of any NewCo Transferred Assets or any other assets that is recognized for U.S. federal income tax purposes is expected to generally be taxable, and such Debtor may recognize gain or loss with respect to those assets, if any. If a corporate Debtor is not a Transferred Debtor, the transfer of any of its assets that is recognized for U.S. federal income tax purposes is expected to generally be taxable, and such Debtor may recognize gain or loss with respect to those assets. Any gain or loss upon a taxable transfer by a Debtor of an asset is equal to the difference between the fair market value of the transferred asset and the Debtor's tax basis in such asset. Tax on the resulting gain, if any, may be reduced by the Debtor's available tax attributes or deductions, if any.

C. Consequences to Holders of Certain Claims

1. Holders of Allowed Non-Federal Domestic Governmental Channeled Claims and Allowed Tribe Channeled Claims (Classes 4 and 5)

The Plan provides that: (i) on the Effective Date, in full and final satisfaction, settlement, release and discharge of the Debtors' obligations in respect of the Non-Federal Domestic Governmental Claims and Tribe Claims, (a) with respect to the Non-Federal Domestic Governmental Claims, the Governmental Remediation Trust shall receive the Initial Governmental Remediation Trust Distribution, the MDT Governmental Remediation Trust Interest and the right to receive 96.7% of the Governmental NewCo Distributable Cash pursuant to Section 5.4(e) of the

Plan, and (b) with respect to the Tribe Claims, the Tribe Trust shall receive the Initial Tribe Trust Distribution, the MDT Tribe Interest, and the right to receive 3.3% of the Governmental NewCo Distributable Cash pursuant to Section 5.4(e) of the Plan; and (ii) as of the Effective Date, any and all liability of the Debtors and the other Protected Parties for any and all Non-Federal Domestic Governmental Channeled Claims and Tribe Channeled Claims shall be channeled exclusively to and assumed by the Governmental Remediation Trust and the Tribe Trust, respectively, without further act, deed or court order. For discussion of the tax treatment of the Governmental Remediation Trust and the Tribe Trust, see *"—D. Tax Treatment of NewCo, the Foundation, the Master Disbursement Trust and the Creditor Trusts—4. Governmental Remediation Trust*" and "*—D. Tax Treatment of NewCo, the Foundation, the Master Disbursement Trust and the Creditor Trusts—5. Tribe Trust*."

The Debtors understand that each U.S. Holder of an Allowed Non-Federal Domestic Governmental Channeled Claim or an Allowed Tribe Channeled Claim is either (i) the government of a U.S. state, territory, the District of Columbia or political subdivision of any of the foregoing, or (ii) a Tribe. The Debtors expect that such holders will not be subject to U.S. federal income tax in respect of the Restructuring Transactions or any subsequent Distributions from the Governmental Remediation Trust or the Tribe Trust.

2. Holders of Allowed Public School Claims (Class 6)

The Plan provides that: (i) on the Effective Date, in full and final satisfaction, settlement, release and discharge of the Debtors' obligations in respect of the Public School Claims, the Public School Trust shall receive (a) the Initial Public Schools Distribution (less any required payments to the Common Benefit Fund and/or in respect of attorneys' fees and expenses of the Public School District Claimants in accordance with Sections 5.9(d) and 5.9(i) of the Plan) (b) the MDT Public School Districts Claim; and (ii) as of the Effective Date, any and all liability of the Debtors and the other Protected Parties for any and all Public School Channeled Claims shall be channeled exclusively to and assumed by the Public School Trust without further act, deed or court order and shall be exclusively satisfied by payments from the Public School Trust. The Plan further provides that the Public School Trust is intended to be treated as a "qualified settlement fund" for U.S. federal income tax purposes and that no Holder of Claims shall be treated as receiving a distribution for U.S. federal income tax purposes except to the extent such Holder is entitled to receive that distribution directly under the Plan or such distribution is made in satisfaction of an obligation of such Holder.

The Debtors understand that each U.S. Holder of an Allowed Public School Claim is a political subdivision of the government of a U.S. state, territory, or the District of Columbia. The Debtors expect that such Holders will not be subject to U.S. federal income tax in respect of the Restructuring Transactions or any subsequent Distributions from the Public School Trust or any required payments to the Common Benefit Fund or in respect of attorneys' fees and expenses.

For a discussion of the tax treatment of the Public School Trust, see "*—D. Tax Treatment of NewCo, the Foundation, the Master Disbursement Trust and the Creditor Trusts—6. Public School Trust*," below.

3. Holders of Allowed Healthcare Provider Channeled Claims (Class 7)

The Plan provides that: (i) on the Effective Date, in full and final satisfaction, settlement, release and discharge of the Debtors' obligations in respect of the Healthcare Provider Claims, the Healthcare Provider Trust shall receive (a) the Initial Healthcare Provider Trust Distribution and (b) the MDT Healthcare Provider Claim; and (ii) as of the Effective Date, any and all liability of the Debtors and the other Protected Parties for any and all Healthcare Provider Channeled Claims shall be channeled exclusively to and assumed by the Healthcare Provider Trust without further act, deed or court order and shall be exclusively satisfied by payments from the Healthcare Provider Trust. The Plan further provides that a portion of each Distribution from the Healthcare Provider Trust will be paid to the Common Benefit Fund. The Plan further provides that the Healthcare Provider Trust is intended to be treated as a "qualified settlement fund" for U.S. federal income tax purposes and that no Holder of a Claim shall be treated as receiving a distribution for U.S. federal income tax purposes except to the extent such Holder is entitled to receive that distribution directly under the Plan or such distribution is made in satisfaction of an obligation of such Holder.

Accordingly, assuming this treatment is respected for U.S. federal income tax purposes, a U.S. Holder of an Allowed Healthcare Provider Channeled Claim generally is not expected to be treated as receiving a distribution from the Healthcare Provider Trust unless and until the Holder is entitled to receive that distribution directly (or a distribution is made in satisfaction of an obligation of such Holder, including the portion of the distribution to such Holder that is paid to the Common Benefit Fund), and any amounts received or treated as received by a U.S. Holder of an Allowed Healthcare Provider Channeled Claim from the Healthcare Provider Trust generally are expected to be treated by such Holder as if received directly from PRA L.P. or another Sackler party. The U.S. federal income tax consequences to a U.S. Holder of an Allowed Healthcare Provider Channeled Claim—including whether such Holder may have income or loss on account of distributions it receives in respect of the Claim or payments made in satisfaction of obligations of such Holder (including obligations to pay attorney fees and the portion of the distributions to such Holder that is paid to the Common Benefit Fund) or whether such Holder may be entitled to claim a deduction on account of a distribution that satisfied an obligation of such Holder—generally will depend upon the nature and origin of the Claim and the particular circumstances applicable to such Holder, including whether the Holder has previously claimed deductions or losses for U.S. federal income tax purposes with respect to such Claim. Because the tax consequences under the Plan relevant to U.S. Holders of Allowed Healthcare Provider Channeled Claims will depend on facts particular to each Holder, all U.S. Holders of Allowed Healthcare Provider Channeled Claims are urged to consult their own tax advisors as to their proper tax treatment under the Plan in light of their particular facts and circumstances.

For a discussion of the tax treatment of the Healthcare Provider Trust, see "*—D. Tax Treatment of NewCo, the Foundation, the Master Disbursement Trust and the Creditor Trusts—7. Healthcare Provider Trust*," below.

4. Holders of Allowed Third-Party Payor Channeled Claims (Class 8)

The Plan provides that: (i) on the Effective Date, in full and final satisfaction, settlement, release and discharge of the Debtors' obligations in respect of the Third-Party Payor Claims, the

TPP Trust shall receive (a) the Initial TPP Distribution and (b) the MDT TPP Claim; and (ii) as of the Effective Date, any and all liability of the Debtors and the other Protected Parties for any and all Third-Party Payor Channeled Claims shall be channeled exclusively to and assumed by the TPP Trust without further act, deed or court order and shall be exclusively satisfied by payments from the TPP Trust. The Plan further provides that a portion of each Distribution from the TPP Trust will be paid to the Common Benefit Fund. The Plan further provides that the TPP Trust is intended to be treated as a "qualified settlement fund" for U.S. federal income tax purposes and that no Holder of a Claim shall be treated as receiving a distribution for U.S. federal income tax purposes except to the extent such Holder is entitled to receive that distribution directly under the Plan or such Distribution is made in satisfaction of an obligation of such Holder. The Plan further provides that certain Holders of Third-Party Payor Channeled Claims will be eligible to receive payments from the TPP LRP Escrow Account pursuant to the LRP Agreement.

Accordingly, assuming this treatment is respected for U.S. federal income tax purposes, with respect to a U.S. Holder of an Allowed Third-Party Payor Channeled Claim's distribution from the TPP Trust, such Holder generally is not expected to be treated as receiving a distribution from the TPP Trust unless and until the Holder is entitled to receive that distribution directly (or a distribution is made in satisfaction of an obligation of such Holder, including the portion of the distribution to such Holder that is paid to the Common Benefit Fund), and any amounts received or treated as received by a U.S. Holder of an Allowed Third-Party Payor Channeled Claim from the TPP Trust generally are expected to be treated by such Holder as if received directly from PRA L.P. or another Sackler Party. The U.S. federal income tax consequences to a U.S. Holder of an Allowed Third-Party Payor Channeled Claim for such Holder's distribution from the TPP Trust—including whether such Holder may have income or loss on account of distributions it receives in respect of the Claim or payments made in satisfaction of obligations of such Holder (including obligations to pay attorney fees and the portion of the distributions to such Holder that is paid to the Common Benefit Fund) or may be entitled to claim a deduction on account of a distribution that satisfied an obligation of such Holder—generally will depend upon the nature and origin of the Claim and the particular circumstances applicable to such Holder, including whether the Holder has previously claimed deductions or losses for U.S. federal income tax purposes with respect to such Claim. The tax treatment of amounts paid to U.S. Holders of an Allowed Third-Party Payor Channeled Claim pursuant to the LRP Agreement will depend in part on circumstances relevant to the nature of such Holder's underlying lien. Because the tax consequences under the Plan relevant to U.S. Holders of Allowed Third-Party Payor Channeled Claims will depend on facts particular to each Holder, all U.S. Holders of Allowed Third-Party Payor Channeled Claims are urged to consult their own tax advisors as to their proper tax treatment under the Plan in light of their particular facts and circumstances.

For discussion of the tax treatment of the TPP Trust, see "*—D. Tax Treatment of NewCo, the Foundation, the Master Disbursement Trust and the Creditor Trusts—8. TPP Trust*," below.

5. Holders of Allowed ER Physician Channeled Claims (Class 9)

The Plan provides that: (i) on the Effective Date, in full and final satisfaction, settlement, release and discharge of the Debtors' obligations in respect of the ER Physician Claims, the ERP Trust shall receive (a) the Initial ERP Trust Distribution and (b) the MDT ERP Claim; and (ii) as of the Effective Date, any and all liability of the Debtors and the other Protected Parties for any

and all ER Physician Channeled Claims shall be channeled exclusively to and assumed by the ERP Trust without further act, deed or court order and shall be exclusively satisfied by payments from the ERP Trust. The Plan further provides that a portion of each Distribution from the ERP Trust will be paid to the Common Benefit Fund. The Plan further provides that the ERP Trust is intended to be treated as a "qualified settlement fund" for U.S. federal income tax purposes and that no Holder of Claims shall be treated as receiving a distribution for U.S. federal income tax purposes except to the extent such Holder is entitled to receive that distribution directly under the Plan or such distribution is made in satisfaction of an obligation of such Holder.

Accordingly, assuming this treatment is respected for U.S. federal income tax purposes, a U.S. Holder of an Allowed ER Physician Channeled Claim generally is not expected to be treated as receiving a distribution from the ERP Trust unless and until the Holder is entitled to receive that distribution directly (or a distribution is made in satisfaction of an obligation of such Holder, including the portion of the distribution to such Holder that is paid to the Common Benefit Fund), and any amounts treated as received by a U.S. Holder of an Allowed ER Physician Channeled Claim from the ERP Trust generally are expected to be treated by such Holder as if received directly from PRA L.P. or another Sackler Party. The U.S. federal income tax consequences to a U.S. Holder of an Allowed ER Physician Channeled Claim—including whether such Holder may have income or loss on account of distributions it receives in respect of the Claim or payments made in satisfaction of obligations of such Holder (including obligations to pay attorney fees and the portion of the distributions to such Holder that is paid to the Common Benefit Fund) or whether such Holder may be entitled to claim a deduction on account of a distribution that satisfied an obligation of such Holder—generally will depend upon the nature and origin of the Claim and the particular circumstances applicable to such Holder, including whether the Holder has previously claimed deductions or losses for U.S. federal income tax purposes with respect to such Claim. Because the tax consequences under the Plan relevant to U.S. Holders of Allowed ER Physician Channeled Claims will depend on facts particular to each Holder, all U.S. Holders of Allowed ER Physician Channeled Claims are urged to consult their own tax advisors as to their proper tax treatment under the Plan in light of their particular facts and circumstances.

For a discussion of the tax treatment of the ERP Trust, see "*—D. Tax Treatment of NewCo, the Foundation, the Master Disbursement Trust and the Creditor Trusts—9. ERP Trust*," below.

6. Holders of Allowed PI Channeled Claims (Classes 10(a) and 10(b))

The Plan provides that: (i) on the Effective Date, in full and final satisfaction, settlement, release and discharge of the Debtors' obligations in respect of the PI Claims, the PI Trust shall receive (a) the Initial PI Trust Distribution, and (b) the MDT PI Claim; (ii) as of the Effective Date, any and all liability of the Debtors and the other Protected Parties for any and all PI Channeled Claims shall be channeled exclusively to and assumed by the PI Trust without further act, deed or court order and shall be exclusively satisfied by payments from the PI Trust; and (iii)(a) distributions in respect of NAS PI Channeled Claims shall be exclusively in the form of distributions from the PI Trust NAS Fund or a Sub-Qualified Settlement Fund to Holders of Allowed NAS PI Channeled Claims and (b) distributions in respect of Non-NAS PI Channeled Claims shall be exclusively in the form of Distributions from the PI Trust Non-NAS Fund or a Sub-Qualified Settlement Fund to Holders of Allowed Non-NAS PI Channeled Claims. The Plan further provides that the PI Trust and any Sub-Qualified Settlement Fund are intended to be treated

as "qualified settlement funds" for U.S. federal income tax purposes and that no Holder of a Claim shall be treated as receiving a distribution for U.S. federal income tax purposes except to the extent such Holder is entitled to receive that distribution directly under the Plan or such distribution is made in satisfaction of an obligation of such Holder. The Plan further provides that LRP Participating TPPs will be eligible to receive payments from the TPP LRP Escrow Account pursuant to the LRP Agreement in respect of certain claims they may hold against Holders of PI Claims and Distributions to Holders of PI Claims. The Plan further provides that a portion of each Distribution from the PI Trust will be paid to the Common Benefit Fund.

Accordingly, assuming this treatment is respected for U.S. federal income tax purposes, a U.S. Holder of an Allowed PI Channeled Claim generally is not expected to be treated as receiving a distribution from the PI Trust or a Sub-Qualified Settlement Fund unless and until the Holder is entitled to receive that distribution directly (or a distribution is made in satisfaction of an obligation of such Holder, including the portion of the distribution to such Holder that is paid to the Common Benefit Fund). In the case of a U.S. Holder of an Allowed PI Channeled Claim who is a minor under applicable law for whom the PI Trust or a Sub-Qualified Settlement Fund places funds in an account, whether the Holder is treated as receiving a distribution from the PI Trust or a Sub-Qualified Settlement Fund at the time the funds are placed in such account, and whether the Holder (or an eligible parent of the Holder that elects to recognize the income in lieu of the Holder) will be required to recognize income in respect of any interest or other amounts earned by the account, will depend on the terms of that account. Any amounts received or treated as received by a U.S. Holder of an Allowed PI Channeled Claim from the PI Trust or a Sub-Qualified Settlement Fund generally are expected to be treated by such Holder as if received directly from PRA L.P. or another Sackler Party. The U.S. federal income tax consequences to a U.S. Holder of an Allowed PI Channeled Claim—including (i) whether such Holder may have income or loss on account of distributions it receives in respect of the Claim or payments made in satisfaction of obligations of such Holder (including any obligation to pay attorney fees), the portion of the distributions to such Holder that is paid to the Common Benefit Fund, or any obligation relating to payments to Participating Third-Party Payors pursuant to the LRP Agreement, (ii) for a U.S. Holder of a PI Channeled Claim who is a minor, the consequences to the Holder if the PI Trust or a Sub-Qualified Settlement Fund places funds in an account for the Holder, or (iii) whether such Holder may be entitled to claim a deduction on account of a distribution that satisfied an obligation of such Holder—generally will depend upon the nature and origin of the Claim and the particular circumstances applicable to such Holder. Amounts received or treated as received by a U.S. Holder of an Allowed PI Channeled Claim generally are not expected to be taxable to such Holder for U.S. federal income tax purposes to the extent they represent payment for damages (other than punitive damages) received on account of personal physical injuries or physical sickness, within the meaning of IRC section 104. However, to the extent such payments are attributable to medical expense deductions allowed under IRC section 213 for a prior taxable year, such payments are expected to be taxable as ordinary income to the U.S. Holder. To the extent a payment from the PI Trust or a Sub-Qualified Settlement Fund is treated as a payment on account of damages in respect of a Claim other than for personal physical injury or physical sickness, whether the payment will be includable in the gross income of the Holder will depend upon the nature and origin of the Claim and the particular circumstances applicable to the Holder, including whether the Holder has previously claimed deductions or losses for U.S. federal income tax purposes with respect to such Claim. Because the tax consequences under the Plan relevant to U.S. Holders of Allowed PI Channeled Claims will depend on facts particular to each Holder, all U.S. Holders of

Allowed PI Channeled Claims are urged to consult their own tax advisors as to their proper tax treatment under their particular facts and circumstances.

For a discussion of the U.S. federal income tax treatment of the PI Trust and any Sub-Qualified Settlement Funds, see "*—D. Tax Treatment of NewCo, the Foundation, the Master Disbursement Trust and the Creditor Trusts—10. PI Trust and Sub-Qualified Settlement Funds*" below.

7. Holders of Allowed Other General Unsecured Claims (Class 11(c))

All Other General Unsecured Claims are Disputed. The Plan provides that, except to the extent a Holder of an Allowed Other General Unsecured Claim and the Debtor against which such Claim is asserted agree to different treatment, after the Effective Date upon the Allowance of such Claim in accordance with Article VII of the Plan, each Holder of an Allowed Other General Unsecured Claim shall receive, on account of such Allowed Claim, such Holder's Pro Rata Share of the Other General Unsecured Claim Cash, up to payment in full of such Allowed Claim. The receipt of Cash (or a distribution made in satisfaction of an obligation of such Holder) by a U.S. Holder of an Allowed Other General Unsecured Claim is expected to be treated as a taxable exchange of such Holder's Claim for Cash. Accordingly, such Holder generally will recognize gain or loss equal to the difference between (i) the Cash received (or deemed received) in exchange for the Claim and (ii) the Holder's adjusted tax basis, if any, in the Claim. The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the Holder, whether the Claim constitutes a capital asset in the hands of the Holder, whether the Claim was purchased at a discount, whether and to what extent the Claim became worthless in a prior tax year and whether and to what extent the Holder has previously claimed a bad debt deduction with respect to its Claim. The deductibility of capital losses is subject to limitations.

If any portion of the Cash received (or deemed received) by a U.S. Holder of an Allowed Other General Unsecured Claim is treated as being received in satisfaction of accrued interest, such amount is expected to be taxable to the U.S. Holder as ordinary interest income (if not previously included in the U.S. Holder's gross income under the Holder's normal method of accounting). Conversely, a U.S. Holder generally will recognize a deductible loss to the extent any accrued interest was previously included in its gross income and is not paid in full. Such loss may be ordinary, but the tax law is unclear on this point.

The Plan provides that it is intended, subject to applicable law, that distributions with respect to an Allowed Other General Unsecured Claim that is treated as a debt instrument for U.S. federal income tax purposes will be allocated first to the principal portion of such Claim (as determined for U.S. federal income tax purposes) and, thereafter, to the remaining portion of such Claim, if any. However, there is no assurance that such allocation would be respected by the IRS for U.S. federal income tax purposes. U.S. Holders of such Claims are urged to consult their own tax advisors regarding the allocation of consideration received (or deemed received) under the Plan, as well as the deductibility of any accrued but unpaid interest and the character of any loss claimed with respect to accrued but unpaid interest previously included in gross income for U.S. federal income tax purposes.

D. Tax Treatment of NewCo, the Foundation, the Master Disbursement Trust and the Creditor Trusts

1. NewCo

The Plan provides that the NewCo Managers shall cause NewCo to timely elect to be treated as a corporation for U.S. federal income tax purposes effective as of the date immediately succeeding the Effective Date. Consequently, NewCo will be subject to corporate-level federal income tax (currently at a rate of 21%) on its net income (including any income earned by an entity disregarded as separate from NewCo).

As discussed above at "*—B. Consequences to the Debtors*," the Restructuring Transactions are expected to be treated as taxable asset transfers. As a result, NewCo is expected to have an initial tax basis in the assets it acquires from the Debtors (including any such assets acquired by any entity disregarded as separate from NewCo) equal to their respective fair market values as of the Effective Date and will generally be entitled to deductions for amortization and depreciation with respect to its tax basis in certain of its assets, including patents and other intangible property.

Any Transferred Debtors that are treated as corporations for U.S. federal income tax purposes will generally be subject to tax in the same manner as NewCo except they generally will have the same tax basis in their assets as they had before the Effective Date.

2. Foundation

The Plan provides that the Foundation is intended to be formed as a corporation and treated as an exempt organization under IRC section 501(c)(4) for U.S. federal income tax purposes, and the following discussion assumes that this treatment is respected.

The Foundation generally will not be subject to U.S. federal income tax on its net income. However, the Foundation may be subject to U.S. federal income tax on any unrelated business taxable income ("**UBTI**") it realizes, depending on how it is treated for U.S. federal income tax purposes. UBTI is equal to the gross income derived from any unrelated trade or business regularly carried on by an exempt organization, less certain allowable deductions that are directly connected with the carrying on of such trade or business. However, UBTI generally excludes certain specified types of income, including interest, dividends or gains from the sale, exchange or other disposition of property other than inventory or property held primarily for sale to customers in the ordinary course of a trade or business. The Foundation is not expected to realize any UBTI as a result of holding the NewCo Interest or receiving Foundation Distributable Cash, but it is possible that the Foundation could recognize UBTI as a result of other activities or certain types of investments that it may enter into after the Effective Date. To the extent that the Foundation is subject to tax on UBTI, any UBTI derived by the Foundation would be subject to corporate-level federal income tax (currently at a rate of 21%).

3. Master Disbursement Trust

The Plan provides that the Master Disbursement Trust is intended to be treated as a "qualified settlement fund" for U.S. federal income tax purposes, and the following discussion assumes that this treatment is respected. The Plan further provides that all parties (including,

without limitation, the Shareholder Payment Parties, Holders of Claims against or Interests in the Debtors, the Related Parties of such Holders, the Debtors, the Creditor Trusts, the Creditor Trustees, the Foundation, the MDT Trustees and the Master Disbursement Trust) will be required to treat the Master Disbursement Trust as a qualified settlement fund for all applicable tax reporting purposes.

A qualified settlement fund is subject to entity-level tax under generally applicable U.S. federal income tax principles at the maximum federal income tax rate applicable to trusts and estates (currently 37%, increasing to 39.6% beginning in 2026). The determination of taxable income of qualified settlement funds for U.S. federal income tax purposes is subject to certain exceptions, including: (i) any amounts transferred by or on behalf of the transferors to the qualified settlement fund to resolve or satisfy a liability for which the transferor is liable and the qualified settlement fund is established will generally be excluded from the qualified settlement fund's income, other than dividends on stock of a transferor (or a related person of the transferor), interest on debt of a transferor (or a related person of the transferor) or payments in compensation for late or delayed transfers, (ii) any distribution of property by the qualified settlement fund generally will result in the recognition of gain or loss in an amount equal to the difference between the fair market value of the property on the date of disposition and the qualified settlement fund's adjusted tax basis in such property, and (iii) only limited, specified deductions will be permitted, including deductions for administrative costs and state and local taxes incurred by the qualified settlement fund, and excluding any deductions that would generally be allowable to a corporation or partnership for expenses incurred in the course of a taxpayer's trade or business. In general, the adjusted tax basis of property received (or treated as received for U.S. federal income tax purposes) by a qualified settlement fund from a transferor will be the fair market value of such property at the time of receipt.

While it is not free from doubt, the Master Disbursement Trust is not expected to recognize income in respect of the Shareholder Settlement Agreements other than in respect of any payments in compensation for late or delayed transfers due thereunder.

The Master Disbursement Trust's administrator will be required to file tax returns on behalf of the Master Disbursement Trust and will be responsible for causing the Master Disbursement Trust to pay any taxes imposed upon the Master Disbursement Trust.

4. Governmental Remediation Trust

The Plan provides that the Governmental Remediation Trust is intended to be treated as a qualified settlement fund, and the following discussion assumes that this treatment is respected. The Plan further provides that all parties (including, without limitation, the Shareholder Payment Parties, Holders of Claims against or Interests in the Debtors, the Related Parties of such Holders, the Debtors, the Creditor Trusts, the Creditor Trustees, the Foundation, the MDT Trustees and the Master Disbursement Trust) will be required to treat the Governmental Remediation Trust as a qualified settlement fund for all applicable tax reporting purposes.

The Governmental Remediation Trust may seek guidance upon which it may rely from the IRS that all or a portion of its income is exempt from U.S. federal income tax. The Plan is not

conditioned on the receipt of such guidance, and it is possible that no such guidance will be sought or obtained.

Regardless of whether the Governmental Remediation Trust's income qualifies for an exemption from U.S. federal income tax, the Governmental Remediation Trust is not expected to be subject to U.S. federal income tax on its receipt of distributions from the Master Disbursement Trust. The receipt of Governmental NewCo Distributable Cash by the Governmental Remediation Trust may be subject to tax to the extent not treated as a return of capital for U.S. federal income tax purposes, unless the Governmental Remediation Trust's income qualifies for exemption from tax. If the Governmental Remediation Trust qualifies for tax-exempt status, its income may generally be exempt from U.S. federal income tax; however, depending on the exemption for which it qualifies, it may be subject to tax on UBTI and may be subject to certain excise taxes. To the extent that Governmental Remediation Trust's income does not qualify for exemption from U.S. federal income tax, Governmental Remediation Trust would be subject to tax on such income in a manner substantially similar to that described above with respect to the Master Disbursement Trust (see "*—3. Master Disbursement Trust*").

The Governmental Remediation Trust Administrator will be required to file any required tax returns on behalf of the Governmental Remediation Trust and will be responsible for causing the Governmental Remediation Trust to pay any taxes imposed upon the Governmental Remediation Trust. The Debtors express no view as to whether the Governmental Remediation Trust may qualify for an exemption from U.S. federal income tax, and the Governmental Remediation Trust should consult its tax advisor regarding whether it may qualify for an exemption from U.S. federal income tax and the tax consequences to it under the Plan.

5. Tribe Trust

The Plan provides that any Tribe Trust entity that is formed as a trust is intended to be treated as a qualified settlement fund for U.S. federal income tax purposes, and the following discussion assumes that this treatment is respected. The Plan further provides that all parties (including, without limitation, the Shareholder Payment Parties, Holders of Claims against or Interests in the Debtors, the Related Parties of such Holders, the Debtors, the Creditor Trusts, the Creditor Trustees, the Foundation, the MDT Trustees and the Master Disbursement Trust) will be required to treat such an entity as a qualified settlement fund for all applicable tax reporting purposes.

Whether such a Tribe Trust qualifies for tax-exempt status will depend on facts particular to such Tribe Trust and its Tribe TDP. Regardless of whether such Tribe Trust's income qualifies for an exemption from U.S. federal income tax, such Tribe Trust is not expected to be subject to U.S. federal income tax on its receipt of distributions from the Master Disbursement Trust. If such Tribe Trust does not qualify for an exemption from federal income tax, it generally is otherwise expected to be taxed in a manner substantially similar to the treatment described above with respect to the Master Disbursement Trust (see "*—3. Master Disbursement Trust*"). However, the receipt of Governmental NewCo Distributable Cash by such a Tribe Trust may be subject to tax to the extent not treated as a return of capital for U.S. federal income tax purposes. If the Tribe Trust qualifies for tax-exempt status, all income it realizes will be exempt from U.S. federal income tax, generally including any income attributable to the receipt of Governmental NewCo Distributable

Cash, except for UBTI (which would be subject to tax as described above under "*—2. Foundation*"), but the Tribe Trust may be subject to certain excise taxes. The Debtors express no view as to whether any Tribe Trust entity may qualify for an exemption from U.S. federal income tax, and the Tribe Trust should consult its tax advisor regarding whether it may qualify for an exemption from U.S. federal income tax and the tax consequences to it under the Plan.

Such an entity's administrator will be required to file tax returns on behalf of such trust and will be responsible for causing such trust to pay any taxes imposed upon it. Such an entity should consult its own tax advisors regarding its treatment for U.S. federal income tax purposes, including whether such a Tribe Trust may qualify for tax-exempt status based on facts particular to such a Tribe Trust and its Tribe TDP.

This discussion does not address the U.S. federal income tax treatment of a Tribe Trust entity that is not formed as a trust, if any. The tax treatment of such an entity will depend upon the terms of the relevant Tribe Trust Documents, which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Native American Tribe Group and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

6. Public School Trust

The Plan provides that the Public School Trust is intended to be treated as a qualified settlement fund for U.S. federal income tax purposes, and the following discussion assumes that this treatment is respected. The Plan further provides that all parties (including, without limitation, the Shareholder Payment Parties, Holders of Claims against or Interests in the Debtors, the Related Parties of such Holders, the Debtors, the Creditor Trusts, the Creditor Trustees, the Foundation, the MDT Trustees and the Master Disbursement Trust) will be required to treat the Public School Trust as a qualified settlement fund for all applicable tax reporting purposes.

Whether the Public School Trust qualifies for tax-exempt status will depend on facts particular to the Public School Trust and the Public School TDP. Regardless of whether the Public School Trust's income qualifies for an exemption from U.S. federal income tax, the Public School Trust is not expected to be subject to U.S. federal income tax on its receipt of distributions from the Master Disbursement Trust. If the Public School Trust does not qualify for an exemption from federal income tax, it generally is otherwise expected to be subject to tax in a manner substantially similar to the treatment described above with respect to the Master Disbursement Trust (see "*—3. Master Disbursement Trust*"). If the Public School Trust qualifies for tax-exempt status, all income it realizes will be exempt from U.S. federal income tax; however, depending on the exemption for which it qualifies, it may be subject to tax on UBTI and may be subject to certain excise taxes. The Public School Trust's administrator will be required to file any required tax returns on behalf of the Public School Trust and will be responsible for causing the Public School Trust to pay all taxes, if any, imposed upon the Public School Trust. The Debtors express no view as to whether the Public School Trust may qualify for an exemption from U.S. federal income tax, and the Public School Trust should consult its tax advisor regarding whether it may qualify for an exemption from U.S. federal income tax and the tax consequences to it under the Plan.

7. Healthcare Provider Trust

The Plan provides that the Healthcare Provider Trust is intended to be treated as a qualified settlement fund for U.S. federal income tax purposes, and the following discussion assumes that this treatment is respected. The Plan further provides that all parties (including, without limitation, the Shareholder Payment Parties, Holders of Claims against or Interests in the Debtors, the Related Parties of such Holders, the Debtors, the Creditor Trusts, the Creditor Trustees, the Foundation, the MDT Trustees and the Master Disbursement Trust) will be required to treat the Healthcare Provider Trust as a qualified settlement fund for all applicable tax reporting purposes.

Whether the Healthcare Provider Trust qualifies for tax-exempt status will depend on facts particular to the Healthcare Provider Trust and the Healthcare Provider TDP. Regardless of whether the Healthcare Provider Trust's income qualifies for an exemption from U.S. federal income tax, the Healthcare Provider Trust is not expected to be subject to U.S. federal income tax on its receipt of distributions from the Master Disbursement Trust. If the Healthcare Provider Trust does not qualify for such an exemption, it generally is otherwise expected to be taxed in a manner substantially similar to the treatment described above with respect to the Master Disbursement Trust (see "*—3. Master Disbursement Trust*"). If the Healthcare Provider Trust qualifies for tax-exempt status, all income it realizes will be exempt from U.S. federal income tax, except for UBTI (which would be subject to tax as described above under "*—2. Foundation*"), but the Healthcare Provider Trust may be subject to certain excise taxes. The Healthcare Provider Trust's administrator will be required to file tax returns on behalf of the Healthcare Provider Trust and will be responsible for causing the Healthcare Provider Trust to pay all taxes, if any, imposed upon the Healthcare Provider Trust. The Debtors express no view as to whether the Healthcare Provider Trust may qualify for an exemption from U.S. federal income tax, and the Healthcare Provider Trust should consult its tax advisor regarding whether it may qualify for an exemption from U.S. federal income tax and the tax consequences to it under the Plan.

8. TPP Trust

The Plan provides that the TPP Trust is intended to be treated as a qualified settlement fund for U.S. federal income tax purposes, and the following discussion assumes that this treatment is respected. The Plan further provides that all parties (including, without limitation, the Shareholder Payment Parties, Holders of Claims against or Interests in the Debtors, the Related Parties of such Holders, the Debtors, the Creditor Trusts, the Creditor Trustees, the Foundation, the MDT Trustees and the Master Disbursement Trust) will be required to treat the TPP Trust as a qualified settlement fund for all applicable tax reporting purposes.

Whether the TPP Trust qualifies for tax-exempt status will depend on facts particular to the TPP Trust and the TPP TDP. Regardless of whether the TPP Trust's income qualifies for an exemption from U.S. federal income tax, the TPP Trust is not expected to be subject to U.S. federal income tax on its receipt of distributions from the Master Disbursement Trust. If the TPP Trust does not qualify for such an exemption, it generally is otherwise expected to be taxed in a manner substantially similar to the treatment described above with respect to the Master Disbursement Trust (see "*—3. Master Disbursement Trust*"). If the TPP Trust qualifies for tax-exempt status, all income it realizes will be exempt from U.S. federal income tax, except for UBTI (which would be subject to tax as described above under "*—2. Foundation*"), but the TPP Trust may be subject

to certain excise taxes. The TPP Trust's administrator will be required to file tax returns on behalf of the TPP Trust and will be responsible for causing the TPP Trust to pay all taxes, if any, imposed upon the TPP Trust. The Debtors express no view as to whether the TPP Trust may qualify for an exemption from U.S. federal income tax, and the TPP Trust should consult its tax advisor regarding whether it may qualify for an exemption from U.S. federal income tax and the tax consequences to it under the Plan.

9. ERP Trust

The Plan provides that the ERP Trust is intended to be treated as a qualified settlement fund for U.S. federal income tax purposes, and the following discussion assumes that this treatment is respected. The Plan further provides that all parties (including, without limitation, the Shareholder Payment Parties, Holders of Claims against or Interests in the Debtors, the Related Parties of such Holders, the Debtors, the Creditor Trusts, the Creditor Trustees, the Foundation, the MDT Trustees and the Master Disbursement Trust) will be required to treat the ERP Trust as a qualified settlement fund for all applicable tax reporting purposes.

Whether the ERP Trust qualifies for tax-exempt status will depend on facts particular to the ERP Trust and the ERP TDP. Regardless of whether the ERP Trust's income qualifies for an exemption from U.S. federal income tax, the ERP Trust is not expected to be subject to U.S. federal income tax on its receipt of distributions from the Master Disbursement Trust. If the ERP Trust does not qualify for such an exemption, it generally is otherwise expected to be taxed in a manner substantially similar to the treatment described above with respect to the Master Disbursement Trust (see "*—3. Master Disbursement Trust*"). If the ERP Trust qualifies for tax-exempt status, all income it realizes will be exempt from U.S. federal income tax, except for UBTI (as described above under "*—2. Foundation*"), but the ERP Trust may be subject to certain excise taxes. The ERP Trust's administrator will be required to file tax returns on behalf of the ERP Trust and will be responsible for causing the ERP Trust to pay all taxes, if any, imposed upon the ERP Trust. The Debtors express no view as to whether the ERP Trust may qualify for an exemption from U.S. federal income tax, and the ERP Trust should consult its tax advisor regarding whether it may qualify for an exemption from U.S. federal income tax and the tax consequences to it under the Plan.

10. PI Trust and Sub-Qualified Settlement Funds

The Plan provides that the PI Trust and each Sub-Qualified Settlement Fund are intended to be treated as separate qualified settlement funds for U.S. federal income tax purposes, and the following discussion assumes that this treatment is respected. The Plan further provides that all parties (including, without limitation, the Shareholder Payment Parties, Holders of Claims against or Interests in the Debtors, the Related Parties of such Holders, the Debtors, the Creditor Trusts, the Creditor Trustees, the administrators of each Sub-Qualified Settlement Fund, the Foundation, the MDT Trustees and the Master Disbursement Trust) will be required to treat the PI Trust and each Sub-Qualified Settlement Fund as separate qualified settlement funds for all applicable tax reporting purposes.

The PI Trust is not expected to be subject to U.S. federal income tax on the receipt of distributions from the Master Disbursement Trust. The PI Trust generally is otherwise expected to

be subject to tax in a manner substantially similar to the treatment described above with respect to the Master Disbursement Trust (see "*—3. Master Disbursement Trust*"). The PI Trust is expected to be treated for U.S. federal income tax purposes as the owner of the TPP LRP Escrow Account, and, accordingly, the PI Trust is expected to recognize as taxable income any income earned by the TPP LRP Escrow Account. The PI Trust's administrator will be required to file tax returns on behalf of the PI Trust and will be responsible for causing the PI Trust to pay all taxes, if any, imposed upon the PI Trust.

The Sub-Qualified Settlement Funds are not expected to be subject to U.S. federal income tax on the receipt of distributions from the PI Trust. The Sub-Qualified Settlement Funds generally are otherwise expected to be subject to tax in a manner substantially similar to the treatment described above with respect to the Master Disbursement Trust (see "*—3. Master Disbursement Trust*"). Each Sub-Qualified Settlement Fund's administrator will be required to file all tax returns on behalf of the applicable Sub-Qualified Settlement Fund and will be responsible for causing the Sub-Qualified Settlement Fund to pay all taxes, if any, imposed upon the applicable Sub-Qualified Settlement Fund.

11. Plan Administration Trust

The Plan provides that the Plan Administration Trust will be established for purposes described in the Plan and PAT Agreement, including to: (i) hold, manage, sell, invest and distribute the PAT Assets for the benefit of Holders of Allowed Claims (other than Channeled Claims and Federal Government Unsecured Claims); (ii) administer, process, resolve and liquidate Claims (other than Channeled Claims and Federal Government Unsecured Claims), including through the prosecution and resolution of objections to Disputed Avrio General Unsecured Claims, Disputed Adlon General Unsecured Claims or Disputed Other General Unsecured Claims; (iii) hold and maintain the PAT Reserves and the PAT Distribution Account and maintain the Professional Fee Escrow Account and the account described in Section 5.3(e) of the Plan; and (iv) make Distributions to Holders of Allowed Claims (other than Channeled Claims and Federal Government Unsecured Claims) and other payments from the Plan Administration Trust, the Professional Fee Escrow Account and the account described in Section 5.3(e) of the Plan. The Plan provides (i) that the Plan Administration Trust is intended to be treated as a trust described in IRC sections 661 through 664 and the applicable Treasury Regulations (a "complex trust") and (ii) that the PAT Disputed Claims Reserves are intended to be treated as part of the Plan Administration Trust and not as separate taxable entities, and the following discussion assumes that this treatment is respected.

A complex trust is treated as a separate entity for U.S. federal income tax purposes that is taxable in accordance with Subchapter J of Chapter 1 of Subtitle A of the IRC, including sections 661 through 664. Any net income earned by a complex trust is generally subject to tax (currently at a top marginal tax rate of 37%, increasing to 39.6% beginning in 2026). In computing its net income, a complex trust is generally allowed a deduction equal to the lesser of (i) the trust's distributable net income (as determined for U.S. federal income tax purposes) for the taxable year and (ii) the sum of the amounts of income required to be distributed to beneficiaries for the taxable year and other amounts properly paid or credited (or deemed paid or credited) for the taxable year. A distribution is includible in the beneficiary's gross income in the year of receipt or deemed distribution by the trust, unless previously included in the beneficiary's income under such

beneficiary's applicable method of accounting. It is expected that the Master Disbursement Trust will be treated as the only beneficiary of the Plan Administration Trust and thus distributions to the Master Disbursement Trust may be subject to these rules. The Plan Administration Trustee will file all tax returns of the Plan Administration Trust and will be responsible for causing the Plan Administration Trust to pay all taxes imposed upon the Plan Administration Trust.

No opinion of counsel or ruling from the IRS has been requested by the Debtors or Plan Administration Trustee concerning the tax status of Plan Administration Trust. Accordingly, there can be no assurance that the IRS would not take a contrary position.

E. Tax Treatment of the Claims Reserves, the Released Claims Reserves and the Special Operating Reserve

1. Creditor Trust Non-PRA Non-Participating Claims Reserves

The Plan provides that each of the Creditor Trust Non-PRA Non-Participating Claims Reserves are intended to be treated and shall be reported as an account of the corresponding Creditor Trust and not as an entity separate from the corresponding Creditor Trust for U.S. federal income tax purposes and, to the extent permitted under applicable law, for state and local tax purposes. If this treatment is respected, any income accruing to a Creditor Trust Non-PRA Non-Participating Claims Reserve will be subject to tax as described above with respect to the applicable Creditor Trust.

The Debtors express no view, and no opinion of counsel or ruling from the IRS has been requested by the Debtors concerning the tax status of any of the Creditor Trust Non-PRA Non-Participating Claims Reserves. Accordingly, there can be no assurance that the IRS would not take a contrary position. If any Creditor Trust Non-PRA Non-Participating Claims Reserve is not respected as an account of the corresponding Creditor Trust for U.S. federal income tax purposes, such Claims Reserve may be treated as and subject to tax in a manner substantially similar to the treatment described above with respect to the applicable Creditor Trust.

2. Creditor Trust PRA Non-Participating Claims Reserves and Select Private Creditor Trust Non-Participating Claims Reserves

The Plan provides that each Creditor Trust PRA Non-Participating Claims Reserve and each Select Private Creditor Trust Non-Participating Claims Reserve is intended to be treated and shall be reported as a qualified settlement fund for U.S. federal income tax purposes. The Plan provides that PRA L.P. will elect to treat each Creditor Trust PRA Non-Participating Claims Reserve and each Select Private Creditor Trust Non-Participating Claims Reserve as a "grantor trust" pursuant to Section 1.468B-1(k) of the Treasury Regulations, for U.S. federal income tax purposes and, to the extent permitted under applicable law, for state and local tax purposes, as to which PRA L.P. is the sole grantor, owner and transferor, and that PRA L.P. will not revoke such election. The following discussion assumes that PRA L.P. makes such election and that this treatment is respected.

As grantor trusts, the Creditor Trust PRA Non-Participating Claims Reserves and the Select Private Creditor Trust Non-Participating Claims Reserves are not subject to U.S. federal income tax. Instead, PRA L.P. is treated as the owner of the assets of each Creditor Trust PRA Non-

Participating Claims Reserve and each Select Private Creditor Trust Non-Participating Claims Reserve and takes into account all items of income, gain, loss, deduction, and credit (including capital gains and losses) recognized or otherwise attributable to the Creditor Trust PRA Non-Participating Claims Reserves and the Select Private Creditor Trust Non-Participating Claims Reserves in accordance with Treasury Regulations Section 1.671-4 for purposes of computing its (or its direct or indirect owners') income tax liability. In addition, distributions from the Creditor Trust PRA Non-Participating Claims Reserves and from the Select Private Creditor Trust will be treated for U.S. federal income tax purposes as if paid directly by PRA L.P. PRA L.P. is responsible for reporting such items of income, gain, loss, deduction and credit on its income tax return.

The Debtors express no view, and no opinion of counsel or ruling from the IRS has been requested by the Debtors or PRA L.P. concerning the tax status of any of the Creditor Trust PRA Non-Participating Claims Reserves or the Select Private Creditor Trust Non-Participating Claims Reserves. Accordingly, there can be no assurance that the IRS would not take a contrary position. If any Creditor Trust PRA Non-Participating Claims Reserve or any Select Private Creditor Trust Non-Participating Claims Reserve is not respected as a grantor trust as to which PRA L.P. is treated as the sole grantor, owner and transferor for U.S. federal income tax purposes or PRA L.P. does not properly make an election to have any Creditor Trust PRA Non-Participating Claims Reserve or any Select Private Creditor Trust Non-Participating Claims Reserve be so treated, such Creditor Trust PRA Non-Participating Claims Reserve or such Select Private Creditor Trust Non-Participating Claims Reserve, as applicable, may (i) be treated as a qualified settlement fund and subject to tax in a manner substantially similar to the treatment described above with respect to the applicable Creditor Trust or (ii) be disregarded as separate from the Creditor Trust that holds such Creditor Trust PRA Non-Participating Claims Reserve or such Select Private Creditor Trust Non-Participating Claims Reserve, as applicable.

3. Released Claims Reserves

The Plan provides that each Released Claims Reserve is intended to be treated and shall be reported as a qualified settlement fund for U.S. federal income tax purposes. The Plan provides that PRA L.P. will elect to treat each Released Claims Reserve as a "grantor trust" pursuant to Section 1.468B-1(k) of the Treasury Regulations, for U.S. federal income tax purposes and, to the extent permitted under applicable law, for state and local tax purposes, as to which PRA L.P. is the sole grantor, owner and transferor, and that PRA L.P. will not revoke such election. The following discussion assumes that the above is followed and that this treatment is respected.

As grantor trusts, the Released Claims Reserves are not subject to U.S. federal income tax. Instead, PRA L.P. is treated as the owner of the assets of each Released Claims Reserve and takes into account all items of income, gain, loss, deduction, and credit (including capital gains and losses) recognized or otherwise attributable to the Released Claims Reserves in accordance with Section 1.671-4 of the Treasury Regulations for purposes of computing its (or its direct or indirect owners') income tax liability. In addition, distributions from the Released Claims Reserves will be treated for U.S. federal income tax purposes as if paid directly by PRA L.P. PRA L.P. is responsible for reporting such items of income, gain, loss, deduction and credit on its income tax return.

The Debtors express no view, and no opinion of counsel or ruling from the IRS has been requested by the Debtors or PRA L.P. concerning the tax status of any of the Released Claims Reserves. Accordingly, there can be no assurance that the IRS would not take a contrary position. If any Released Claims Reserve is not respected as a grantor trust as to which PRA L.P. is treated as the sole owner, grantor and transferor for U.S. federal income tax purposes or PRA L.P. does not properly make an election to have any Released Claims Reserves be so treated, such Released Claims Reserve may (i) be treated as a qualified settlement fund and subject to tax in a manner substantially similar to the treatment described above with respect to the applicable Creditor Trust or (ii) be disregarded as separate from the Creditor Trust that holds such Released Claims Reserve.

4. Special Operating Reserve

The Plan provides that the Special Operating Reserve is intended to be treated and shall be reported as a qualified settlement fund for U.S. federal income tax purposes. The Plan provides that PRA L.P. will elect to treat the Special Operating Reserve as a "grantor trust" pursuant to Section 1.468B-1(k) of the Treasury Regulations, for U.S. federal income tax purposes and, to the extent permitted under applicable law, for state and local tax purposes, as to which PRA L.P. is the sole grantor, owner and transferor, and that PRA L.P. will not revoke such election. The following discussion assumes that the above is followed and that this treatment is respected.

As a grantor trust, the Special Operating Reserve is not subject to U.S. federal income tax. Instead, PRA L.P. is treated as the owner of the assets of the Special Operating Reserve and takes into account all items of income, gain, loss, deduction, and credit (including capital gains and losses) recognized or otherwise attributable to the Special Operating Reserve in accordance with Section 1.671-4 of the Treasury Regulations for purposes of computing its (or its direct or indirect owners') income tax liability. In addition, distributions from the Special Operating Reserve will be treated for U.S. federal income tax purposes as if paid directly by PRA L.P. PRA L.P. is responsible for reporting such items of income, gain, loss, deduction and credit on its income tax return.

The Debtors express no view, and no opinion of counsel or ruling from the IRS has been requested by the Debtors or PRA L.P. concerning the tax status of the Special Operating Reserve. Accordingly, there can be no assurance that the IRS would not take a contrary position. If the Special Operating Reserve is not respected as a grantor trust as to which PRA L.P. is treated as the sole grantor, owner and transferor for U.S. federal income tax purposes or PRA L.P. does not properly make an election to have the Special Operating Reserve be so treated, the Special Operating Reserve may (i) be treated as a qualified settlement fund and subject to tax in a manner substantially similar to the treatment described above with respect to the Master Disbursement Trust (see "—*3. Master Disbursement Trust*") or (ii) be disregarded as separate from the Master Disbursement Trust.

F. Withholding on Distributions and Information Reporting

Information reporting requirements may apply to distributions or payments, including payments of interest, if any, pursuant to the Plan and the Shareholder Settlement Agreements. All distributions to Holders of Claims under the Plan and the Shareholder Settlement Agreements are subject to any applicable tax withholding. Under U.S. federal income tax law, interest, dividends

and other reportable payments to U.S. Holders may, under certain circumstances, be subject to "backup withholding" at the then-applicable withholding rate (currently 24%). Backup withholding generally applies if the holder: (i) fails to furnish its social security number or other taxpayer identification number; (ii) furnishes an incorrect taxpayer identification number; (iii) fails to properly report interest or dividends; or (iv) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the tax identification number provided is its correct number and that it is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax by timely filing an appropriate claim for refund with the IRS (generally, a U.S. federal income tax return). Certain persons are exempt from backup withholding and information reporting, including governments of U.S. states or political subdivisions thereof and non-U.S. governments and, in certain circumstances, corporations and financial institutions. Holders of Claims are urged to consult their own tax advisors regarding the potential for and applicable law governing backup and other tax withholding and information reporting in connection with the transactions contemplated by the Plan.

In addition, Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. U.S. Holders are urged to consult their tax advisors regarding these regulations and whether the transactions contemplated by the Plan would be subject to these regulations and require disclosure on the U.S. Holders' tax returns.

G. Importance of Obtaining Professional Advice

THE FOREGOING DISCUSSION OF CERTAIN MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE U.S. FEDERAL INCOME TAX CONSEQUENCES TO THEM OF THE CONSUMMATION OF THE PLAN DESCRIBED HEREIN, AS WELL AS OTHER APPLICABLE TAX CONSEQUENCES, INCLUDING ANY TAX CONSEQUENCES ARISING UNDER STATE, LOCAL OR NON-U.S. TAX LAWS. NEITHER THE DEBTORS NOR THEIR PROFESSIONALS WILL HAVE ANY LIABILITY TO ANY PERSON ARISING FROM OR RELATED TO THE U.S. FEDERAL, STATE, LOCAL, NON-U.S. OR ANY OTHER TAX CONSEQUENCES OF THE PLAN OR THE FOREGOING DISCUSSION.

ARTICLE X

RECOMMENDATION

The Debtors believe that confirmation and consummation of the Plan are in the best interests of the Debtors, their Estates and their creditors. The Plan provides for an equitable distribution to holders of Claims. The Debtors believe that any alternative to confirmation of the Plan, such as liquidation under chapter 7 of the Bankruptcy Code, could result in significant delay, litigation and additional costs, as well as a reduction in the distributions to holders of Claims in certain Classes. ***Consequently, the Debtors, the States AG Negotiating Group, the Ad Hoc***

Committee, the MSGE Group, the Native American Tribes Group, the Ad Hoc Group of Individual Victims, the Ad Hoc Group of Hospitals, the ER Physicians, the Third-Party Payor Group, the Ratepayer Mediation Participants, the NAS Committee, and the Public School District Claimants urge all eligible holders of impaired Claims to: (i) vote to ACCEPT the Plan; (ii) grant the Third-Party Releases; and (iii) complete and submit their Ballots so that they will be RECEIVED by the Solicitation Agent on or before the Voting Deadline.

Dated: July 1, 2025

By: */s/ Keith Darragh*
Name: Keith Darragh
Title: Authorized Signatory

PURDUE PHARMA L.P.
PURDUE PHARMA INC.
PURDUE TRANSDERMAL TECHNOLOGIES L.P.
PURDUE PHARMA MANUFACTURING L.P.
PURDUE PHARMACEUTICALS L.P.
IMBRIUM THERAPEUTICS L.P.
ADLON THERAPEUTICS L.P.
GREENFIELD BIOVENTURES L.P.
SEVEN SEAS HILL CORP.
OPHIR GREEN CORP.
PURDUE PHARMA OF PUERTO RICO
PURDUE PRODUCTS L.P.
PURDUE PHARMACEUTICAL
PURDUE NEUROSCIENCE COMPANY
NAYATT COVE LIFESCIENCE INC.
BUTTON LAND L.P.
RHODES ASSOCIATES L.P.
PAUL LAND INC.
QUIDNICK LAND L.P.
RHODES PHARMACEUTICALS L.P.
RHODES TECHNOLOGIES
UDF LP
SVC PHARMA LP
SVC PHARMA INC.

Appendix A

Debtors' Thirteenth Amended Plan

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	***Chapter 11***
PURDUE PHARMA L.P., et al.,	***Case No. 19-23649 (SHL)***
Debtors.[1]	***(Jointly Administered)***

THIRTEENTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF PURDUE PHARMA L.P. AND ITS AFFILIATED DEBTORS

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Joshua Y. Sturm
Abraham Bane

Counsel to the Debtors
and Debtors in Possession

Dated: July 1, 2025
New York, New York

[1] The Debtors in these cases, along with the last four digits of each Debtor's registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Purdue Products L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors' corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

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Each of Purdue Pharma L.P., Purdue Pharma Inc., Purdue Transdermal Technologies L.P., Purdue Pharma Manufacturing L.P., Purdue Pharmaceuticals L.P., Imbrium Therapeutics L.P., Adlon Therapeutics L.P., Greenfield BioVentures L.P., Seven Seas Hill Corp., Ophir Green Corp., Purdue Pharma of Puerto Rico, Purdue Products L.P. (f/k/a Avrio Health L.P.), Purdue Pharmaceutical Products L.P., Purdue Neuroscience Company, Nayatt Cove Lifescience Inc., Button Land L.P., Rhodes Associates L.P., Paul Land Inc., Quidnick Land L.P., Rhodes Pharmaceuticals L.P., Rhodes Technologies, UDF LP, SVC Pharma LP and SVC Pharma Inc. (each, a "***Debtor***" and, collectively, the "***Debtors***" or "***Purdue***") proposes the following thirteenth amended joint chapter 11 plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in Section 1.1 below.

ARTICLE I DEFINITIONS AND INTERPRETATION.

1.1 ***Definitions***.

The following terms shall have the respective meanings specified below:

"***Access Materials***" has the meaning set forth in Section 5.13(f)(i) of the Plan.

"***Act***" has the meaning set forth in Section 5.2(f)(i)(D) of the Plan.

"***Ad Hoc Committee***" means the ad hoc committee of governmental and other contingent litigation claimants identified in the *Verified Statement Pursuant to Bankruptcy Rule 2019* [D.I. 279], as may be amended from time to time.

"***Ad Hoc Group of Hospitals***" means the Ad Hoc Group of Hospitals identified in the *Second Amended Verified Statement of the Ad Hoc Group of Hospitals Pursuant to Bankruptcy Rule 2019* [D.I. 1536].

"***Ad Hoc Group of Individual Victims***" means the Ad Hoc Group of Individual Victims of Purdue Pharma L.P. identified in the *Second Amended Verified Statement of the Ad Hoc Group of Individual Victims of Purdue Pharma L.P., et al., Pursuant to Bankruptcy Rule 2019* [D.I. 3939], as may be amended from time to time.

"***Adlon General Unsecured Claim***" means any Claim against Adlon Therapeutics L.P. that is not an Administrative Claim, a Priority Claim, a Secured Claim, a Federal Government Unsecured Claim, a Channeled Claim, a Co-Defendant Claim, an Other Subordinated Claim, an Intercompany Claim or a Shareholder Claim.

"***Administrative Claim***" means any Claim against any Debtor for costs and expenses of administration of the Chapter 11 Cases pursuant to section 327, 328, 330, 365, 503(b), 507(a)(2) or 507(b) of the Bankruptcy Code, including (i) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates and operating the Debtors' business, (ii) any Professional Fee Claim, (iii) any fee or charge assessed against the Estates pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code, (iv) any Allowed Claim that is to be treated as an Administrative Claim pursuant to a Final Order of the Bankruptcy Court under section 546(c)(2) of the Bankruptcy Code, (v) once Allowed in accordance with Section 2.3(a) of the Plan, the DOJ Forfeiture Judgment Claim and (vi) any Allowed Cure Claim.

"***Aggregate LG Cost Cap***" has the meaning set forth in Section 5.9(a)(i) of the Plan.

"***Aggregate State Expenses Cap***" has the meaning set forth in Section 5.9(b) of the Plan.

"***AHC Reimbursement Agreement Assumption Order***" means the *Order Authorizing the Debtors to Assume the Reimbursement Agreement and Pay the Fees and Expenses of the Ad Hoc Committee's Professionals* [D.I. 553], as amended or supplemented by the Bankruptcy Court pursuant to D.I. 1617 and D.I. 2190.

"***Allowed***" means (i) any Claim held by a Settling Creditor or a Non-Hospital Healthcare Provider Claim (in each case, whose distribution, if any, shall be subject to and determined in accordance with the Plan and any applicable Creditor Trust Documents), (ii) with respect to any Claim held by a Non-Settling Creditor, such Claim that has been allowed in accordance with the Plan or a Final Order (whose distribution, if any, shall be subject to and determined in accordance with the Plan and any applicable Creditor Trust Documents), (iii) with respect to any Adlon General Unsecured Claim or Avrio General Unsecured Claim, such Claim that is Scheduled as not disputed, contingent or unliquidated, and for which no Proof of Claim or Interest, as applicable, has been timely filed, and (iv) with respect to any Claim (other than a Channeled Claim) against a Debtor, such Claim (A) that is allowed pursuant to the Plan or a Final Order, (B) as to which no objection has been timely filed and that is evidenced by a Proof of Claim timely filed by the applicable Bar Date or that is not required to be evidenced by a filed Proof of Claim under the Plan, the Bankruptcy Code or a Final Order or (C) the amount of which has been agreed, compromised, settled or otherwise resolved pursuant to the authority of the Debtors or the Plan Administration Trustee, as applicable. Except as otherwise specified in the Plan or any Final Order, the amount of an Allowed Claim shall not include interest or other charges on such Claim on and after the Petition Date. No Claim of any Person subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Person pays in full the amount for which it is liable to the applicable Debtor or the Plan Administration Trustee as provided in section 502(d). Correlative terms such as "Allow" and "Allowance" have correlative meanings. For the avoidance of doubt, any Channeled Claim that is Allowed under the Plan shall still be subject to, and shall only receive a distribution pursuant to, the applicable Creditor Trust Documents.

"***Asset***" means, with respect to a Person, all of the right, title and interest of such Person in and to property of whatever type or nature, including real, personal, mixed, intellectual, tangible and intangible property, which, for avoidance of doubt, includes insurance policies and any rights, claims or potential claims with respect thereto.

"***Assumed Liabilities***" means the liabilities of the Debtors assumed by NewCo as expressly set forth in the NewCo Transfer Agreement.

"***Assumption Notice***" means a notice of the assumption or assumption and assignment and any proposed Cure Amount provided to counterparties to executory contracts and unexpired leases pursuant to the Solicitation Procedures Order.

"***Avrio General Unsecured Claim***" means any Claim against Purdue Products L.P. (f/k/a Avrio Health L.P.) that is not an Administrative Claim, a Priority Claim, a Secured Claim, a Federal Government Unsecured Claim, a Channeled Claim, a Co-Defendant Claim, an Other Subordinated Claim, an Intercompany Claim or a Shareholder Claim. "***Bankruptcy Code***" means title 11 of the United States Code, as applicable to the Chapter 11 Cases.

"***Bankruptcy Court***" means the United States Bankruptcy Court for the Southern District of New York having jurisdiction over the Chapter 11 Cases and, to the extent any reference made under section 157 of title 28 of the United States Code is withdrawn or the Bankruptcy Court is determined not to have authority to enter a Final Order on an issue, the United States District Court for the Southern District of New York.

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

"***Bar Date***" means, as applicable, the General Bar Date or any other date established by the Bankruptcy Court as the deadline by which Proofs of Claim or requests for payment of Administrative Claims must be filed.

"***Bar Date Order***" means, collectively, (i) the *Order Establishing (I) Deadlines for Filing Proofs of Claims and Procedures Relating Thereto, (II) Approving the Proof of Claim Forms, and (III) Approving the Form and Manner of Notice Thereof* [D.I. 800] and (ii) the *Order (I) Extending the General Bar Date for a Limited Period and (II) Approving the Form and Manner of Notice Thereof* [D.I. 1221].

"***Benefit Plan***" means any "employee benefit plan" as defined in section 3(3) of ERISA, compensation, employment, consulting, severance, retention or similar plan, agreement, arrangement, program or policy, or other plan, agreement, arrangement, program or policy providing for compensation, bonuses or other forms of incentive compensation, including the Key Employee Plans, vacation benefits, insurance, medical, dental, vision, prescription or fringe benefits, life insurance, perquisites, disability or sick leave benefits or employee assistance program, in each case, that is sponsored, maintained or administered or entered into by the Debtors for the benefit of their respective employees or non-employee directors.

"***Breaching Shareholder Family Group***" means a Shareholder Family Group that is in Specified Breach (as defined in the Master Shareholder Settlement Agreement).

"***Business Day***" means any day other than a Saturday, a Sunday or any other day which is a federal holiday.

"***Canadian Patient Claim Settlement Stipulation***" means the *Amended and Restated Stipulation and Order Permitting the Filing of a Class Proof of Claim Solely for Administrative Convenience in Order to Effectuate a Potential Settlement in Respect of Certain Canadian Patient Litigation* [D.I. 1515].

"***Canadian Patient Settlement Agreement***" means the "Patient Settlement Agreement" as defined in the Canadian Patient Claim Settlement Stipulation.

"***Canadian Patient Settlement Trust***" means the "Settlement Trust" as defined in the Canadian Patient Claim Settlement Stipulation.

"***Case Stipulation***" means the *Amended and Restated Case Stipulation Among the Debtors, the Official Committee of Unsecured Creditors and Certain Related Parties* [D.I. 518], including any predecessors thereto.

"***Cash***" means all legal tender of the United States of America.

"***Cause of Action***" means any Claim, action, class action, claim, cross-claim, counterclaim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, rights of subrogation, reimbursement, guaranty, suit, obligation, liability, debt, damage, judgment, loss, cost, attorneys' fees and expenses, account, defense, remedy, offset, power, privilege, license or franchise, in each case, of any kind, character or nature whatsoever, asserted or unasserted, accrued or unaccrued, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or

unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, secured or unsecured, allowable or disallowable, Allowed or Disallowed, assertible directly or derivatively (including, without limitation, under alter-ego theories), in rem, quasi in rem, in personam or otherwise, whether arising before, on or after the Petition Date, arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, in contract or in tort, at law, in equity or pursuant to any other theory or principle of law, including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance, willful misconduct, veil piercing, alter ego, unjust enrichment, disgorgement, restitution, contribution, indemnification, rights of subrogation and joint liability, regardless of where in the world accrued or arising. For the avoidance of doubt, "Cause of Action" expressly includes (i) any Cause of Action held by a natural person who is not yet born or who has not yet attained majority as of the Petition Date or as of the Effective Date, (ii) any right of setoff, counterclaim or recoupment and any Cause of Action for breach of contract or for breach of duty imposed by law or in equity, (iii) the right to object to or otherwise contest Claims or Interests, (iv) any Cause of Action pursuant to section 362 of the Bankruptcy Code or chapter 5 of the Bankruptcy Code, (v) any claim or defense, including fraud, mistake, duress and usury and any other defense set forth in section 558 of the Bankruptcy Code, and (vi) any claim under any state or foreign law, including for the recovery of any fraudulent transfer or similar theory.

"***Channeled Claims***" means, collectively, all Non-Federal Domestic Governmental Channeled Claims, Tribe Channeled Claims, Public School Channeled Claims, Healthcare Provider Channeled Claims, Third-Party Payor Channeled Claims, ER Physician Channeled Claims, and PI Channeled Claims.

"***Channeling Injunction***" means the channeling injunction issued pursuant to Section 10.8 of the Plan.

"***Chapter 11 Cases***" means the cases under chapter 11 of the Bankruptcy Code commenced by the Debtors on or after the Petition Date (and not otherwise dismissed), currently pending in the Bankruptcy Court that are jointly administered in the case styled *In re Purdue Pharma L.P.*, Case No. 19-23649 (SHL).

"***Civil Settlement Agreement***" means that certain civil settlement agreement attached as Exhibit C to the DOJ 9019 Motion, as approved and modified by the DOJ 9019 Order, by and among Purdue Pharma L.P. and the United States, acting through the United States Department of Justice, Civil Division, Commercial Litigation Branch, the United States Attorney's Office for the District of New Jersey, the United States Attorney's Office for the District of Vermont, and on behalf of the Office of Inspector General of the United States Department of Health and Human Services, the Defense Health Agency, acting on behalf of the TRICARE Program, 10 U.S.C. §§ 1071-1110b, and the Office of Personnel Management.

"***Claim***" has the meaning set forth in section 101(5) of the Bankruptcy Code. For the avoidance of doubt, unless otherwise indicated herein, "Claim" shall not be limited to Claims against the Debtors or to Claims for which a Proof of Claim was submitted.

"***Claim-Over***" means a Cause of Action asserted by a Non-Released Party against a Shareholder Released Party or a Released Party on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasing Party.

"***Claims Reserves***" means, collectively, (i) PAT Disputed Claims Reserves, and (ii) Creditor Trust Non-Participating Claims Reserves.

"***Class***" means any group of Claims or Interests classified under this Plan pursuant to section 1122(a) of the Bankruptcy Code.

"***Class 4 Non-Participating Claims Reserves***" means the Creditor Trust Non-Participating Claims Reserves established in respect of Non-Participating Non-Federal Domestic Governmental Channeled Claims.

"***Class 4 Released Claims Reserve***" means the Released Claims Reserve established in respect of Non-Participating Non-Federal Domestic Governmental Channeled Claims.

"***Class 4 Non-PRA Non-Participating Claims Reserve***" means the Creditor Trust Non-PRA Non-Participating Claims Reserve held and administered by the Governmental Remediation Trust.

"***Class 4 PRA Non-Participating Claims Reserve***" means the Creditor Trust PRA Non-Participating Claims Reserve held and administered by the Governmental Remediation Trust.

"***Class 5 Non-Participating Claims Reserves***" means the Creditor Trust Non-Participating Claims Reserves established in respect of Non-Participating Tribe Claims.

"***Class 5 Released Claims Reserve***" means the Released Claims Reserve established in respect of Non-Participating Tribe Claims.

"***Class 6 Non-Participating Claims Reserve***" means the Creditor Trust Non-Participating Claims Reserve established in respect of Non-Participating Public School Claims.

"***Class 6 Released Claims Reserve***" means the Released Claims Reserve established in respect of Non-Participating Public School Claims.

"***Class 7 Non-Participating Claims Reserve***" means the Creditor Trust Non-Participating Claims Reserve established in respect of Non-Participating Healthcare Provider Claims.

"***Class 7 Released Claims Reserve***" means the Released Claims Reserve established in respect of Non-Participating Healthcare Provider Claims.

"***Class 8 Non-Participating Claims Reserve***" means the Creditor Trust Non-Participating Claims Reserve established in respect of Non-Participating Third-Party Payor Claims.

"***Class 8 Released Claims Reserve***" means the Released Claims Reserve established in respect of Non-Participating Third-Party Payor Claims.

"***Class 9 Non-Participating Claims Reserve***" means the Creditor Trust Non-Participating Claims Reserve established in respect of Non-Participating ER Physician Claims.

"***Class 9 Released Claims Reserve***" means the Released Claims Reserve established in respect of Non-Participating ER Physician Claims.

"***Class 10(a) Non-Participating Claims Reserve***" means the Creditor Trust Non-Participating Claims Reserve established in respect of Non-Participating NAS PI Claims.

"***Class 10(a) Released Claims Reserve***" means the Released Claims Reserve established in respect of Non-Participating NAS PI Claims.

"***Class 10(b) Non-Participating Claims Reserves***" means the Creditor Trust Non-Participating Claims Reserves established in respect of Non-Participating Non-NAS PI Claims.

"***Class 10(b) Released Claims Reserve***" means the Released Claims Reserve established in respect of Non-Participating Non-NAS PI Claims.

"***Class Action Escrow Accounts***" has the meaning set forth in Section 5.2(e)(i) of the Plan.

"***Co-Defendant***" means any co-defendant in a Pending Opioid Action commenced as of the Effective Date, in each case, other than (x) the Debtors and their current and former officers, directors, authorized agents and employees and (y) the Shareholder Released Parties.

"***Co-Defendant Action***" means any Pending Opioid Action and any previous, pending, or future litigation or dispute that alleges substantially similar facts or causes of action as those alleged in the Pending Opioid Actions and that concerns conduct occurring before the Effective Date.

"***Co-Defendant Claim***" means any Claim, other than a Claim held by an Insurance Company, that (i) either (A) is or could be asserted against any Debtor, including without limitation any Claim that would otherwise be a Cure Claim or (B) seeks to recover from any property of any Debtor or its Estate, including any MDT Insurance Policy, (ii) is for or based upon or arises from contribution, indemnification, reimbursement, setoff or recoupment or any other similar claim or Cause of Action, and (iii) seeks to recover, directly or indirectly, any costs, losses, damages, fees, expenses or any other amounts whatsoever, actually or potentially imposed upon the Holder of such Claim, in each case relating to or arising from any actual or potential litigation or dispute, whether accrued or unaccrued, asserted or unasserted, existing or hereinafter arising, based on or relating to, or in any manner arising from, in whole or in part, Opioid-Related Activities or otherwise relating to opioids (including, without limitation, any such Claims asserted by any manufacturer, distributor, pharmacy, pharmacy-benefit manager, group purchasing organization or physician or other contract counterparty or business partner of any Debtor), in each case that is not a Shareholder Claim or a Claim held by any current or former director, officer, employee or agent of the Debtors. For the avoidance of doubt, a Co-Defendant Claim shall not include any Co-Defendant Surviving Pre-Effective Date Claim. Notwithstanding anything to the contrary outside of this definition in the Plan, any Claim that satisfies the definition of a Co-Defendant Claim shall be a Co-Defendant Claim notwithstanding that such Claim would otherwise satisfy the definition of another type of Claim. For the avoidance of doubt, Co-Defendant Claim includes a Claim that is held by an insurance company in its capacity as subrogee of a Holder of a Co-Defendant Claim.

"***Co-Defendant Defensive Rights***" means any and all direct, or indirect, protections, immunities, objections, assertions, Causes of Action and, in each case, of any kind, character or nature, whether legal, equitable or contractual, contingent or non-contingent, liquidated or unliquidated, disputed or undisputed, including, without limitation, all rights, remedies, defenses, assertions and Claims against liability, rights to setoff, offset, recoupment, counter-claims, cross-claims, rights to allocation or apportionment of fault and judgment reduction, apportionment of damages, any other defenses, affirmative defenses or judgment reduction mechanisms or rights similar to the foregoing, and any steps necessary to assert the foregoing, in each case, solely to reduce the liability, judgment, obligation or fault of the applicable Holder of a Co-Defendant Claim to any Person that asserts any Cause of Action against such Holder of any Co-Defendant Claim based in whole or in part on Opioid-Related Activities. Co-Defendant Defensive Rights (i) may be used to offset, set-off, recoup, allocate or apportion fault, liability or damages, or seek judgment reduction or otherwise defend against any Cause of Action brought by any Person against the Holder of any Co-Defendant Claim based in whole or in part on Opioid-Related Activities and (ii) shall in no case be used to seek or obtain any affirmative monetary recovery from any Protected Party or any Asset of any Protected Party (including from any Purdue Insurance Policy or any other insurance policy of a Protected Party) on account of any Released Claim or Shareholder Released Claim.

"***Co-Defendant Surviving Pre-Effective Date Claim***" means any Cause of Action held by a Co-Defendant that (i) arose in the ordinary course of business, (ii) is not related to a Co-Defendant Action, and (iii) concerns conduct occurring before the Effective Date.

"***Common Benefit Fund***" has the meaning set forth in Section 5.9(d) of the Plan.

"***Confirmation Date***" means the date on which the Bankruptcy Court enters the Confirmation Order.

"***Confirmation Hearing***" means the hearing to be held by the Bankruptcy Court regarding confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

"***Confirmation Order***" means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code and approving the Plan Settlement, which shall be in form and substance acceptable to the Debtors, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties.

"***Contract Dispute***" means an unresolved objection regarding assumption or assumption and assignment, Cure Amount, "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) or other issues related to assumption or assumption and assignment of an executory contract or unexpired lease.

"***Covered Conduct***" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement, or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement, or other activity) relating in any way to (1) compounding, counseling or documentation relating to any Product or class of Products; (2) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (3) the characteristics, properties, risks, or benefits of any Product; (4) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed with any Shareholder Released Parties or physicians or pharmacists identified by any Shareholder Released Party as potentially engaging in suspicious or problematic conduct; or (5) diversion control programs or suspicious order monitoring.

"***Creditor Trust***" means (i) with respect to Non-Federal Domestic Governmental Channeled Claims, the Governmental Remediation Trust, (ii) with respect to Tribe Channeled Claims, the Tribe Trust, (iii) with respect to Healthcare Provider Channeled Claims, the Healthcare Provider Trust, (iv) with respect to ER Physician Channeled Claims, the ERP Trust, (v) with respect to Public School Channeled Claims, the Public School Trust, (vi) with respect to Third-Party Payor Channeled Claims, the TPP Trust, and (vii) with respect to PI Channeled Claims, the PI Trust.

"***Creditor Trust Advance Amount***" means, with respect to each Creditor Trust, a reduction in Distributions equal to amounts advanced to such Creditor Trust prior to the Effective Date pursuant to the Creditor Trust Establishment Order.

"***Creditor Trust Establishment Order***" means the *Order (I) Authorizing the Debtors to Fund Establishment of the Creditor Trusts, the Master Disbursement Trust and Topco, (II) Directing Prime Clerk LLC to Release Certain Protected Information, and (III) Granting Other Related Relief* [D.I. 3773].

"***Creditor Trust Non-Participating Claims Reserves***" means the (i) Creditor Trust Non-PRA Non-Participating Claims Reserves, (ii) Creditor Trust PRA Non-Participating Claims Reserves and (iii) Select Private Creditor Trust Non-Participating Claims Reserves. "***Creditor Trust Non-PRA Non-Participating Claims Reserves***" means segregated accounts established pursuant to Section 7.2 of this Plan for each of Classes 4, 5 and 10(b), in each case held and administered on and after the Effective Date by the applicable Creditor Trust of such Class. Each Creditor Trust Non-PRA Non-Participating Claims Reserve shall be funded with Non-PRA Estate Distributions in accordance with Sections 7.2(c) and (d) of this Plan, as applicable.

"***Creditor Trust PRA Non-Participating Claims Reserves***" means segregated accounts established pursuant to Section 7.2 of this Plan for each of Classes 4, 5 and 10(b), in each case held and administered on and after the Effective Date by the applicable Creditor Trust of such Class. Each Creditor Trust PRA Non-Participating Claims Reserve shall be funded with PRA Estate Distributions in accordance with Sections 7.2(c) and (d) of this Plan, as applicable.

"***Creditor Trust Documents***" means, collectively, the Governmental Remediation Trust Documents, the Tribe Trust Documents, the Public School Trust Documents, the Healthcare Provider Trust Documents, the ERP Trust Documents, the TPP Trust Documents and the PI Trust Documents.

"***Creditor Trust Operating Expenses***" means, with respect to each Creditor Trust, any and all costs, expenses, fees, taxes, disbursements, debts or obligations incurred from the operation and administration of such Creditor Trust, including in connection with the reconciliation and administration of the Channeled Claims channeled to such Creditor Trust, working capital and all compensation, costs and fees of the Creditor Trustees of such Creditor Trust and any professionals retained by such Creditor Trustees.

"***Creditor Trust Operating Reserves***" means the reserves to be established to pay the Creditor Trust Operating Expenses of the respective Creditor Trusts, as and to the extent set forth in the Creditor Trust Documents. The Creditor Trust Operating Reserves shall be (i) funded with Cash and cash equivalents held by the respective Creditor Trusts in accordance with the respective Creditor Trust Documents and (ii) held by the respective Creditor Trusts in a segregated account and administered by the respective Creditor Trustees.

"***Creditor Trust Overseer(s)***" means, with respect to each Creditor Trust, the Person(s) responsible for the administration of such Creditor Trust or advisory or oversight committee member(s), as applicable, for such Creditor Trust, in each case, appointed in accordance with Section 5.8(c) of the Plan and the Creditor Trust Documents for such Creditor Trust.

"***Creditor Trust TDPs***" means, collectively or as applicable, the Governmental Remediation Trust Documents, the Tribe TDP, the Healthcare Provider TDP, the Public School TDP, the ERP TDP, the TPP TDP, and the PI TDP.

"***Creditor Trustee(s)***" means each trustee of a Creditor Trust or, collectively, the trustees of the Creditor Trusts, in each case, appointed in accordance with Section 5.8(c) of the Plan, including the Governmental Remediation Trust Trustees.

"***Creditors' Committee***" means the statutory committee of unsecured creditors appointed by the U.S. Trustee on September 27, 2019 pursuant to section 1102(a)(1) of the Bankruptcy Code.

"***Cure Amount***" means the payment of Cash or the distribution of other property (as the parties may agree or the Bankruptcy Court may order) as necessary to (i) cure a monetary default by the Debtors in accordance with the terms of an executory contract or unexpired lease of the Debtors, and (ii) permit the Debtors to assume such executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

"***Cure Claim***" means a Claim for a Cure Amount in connection with the assumption or assumption and assignment of an executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

"***Cutoff Date***" has the meaning set forth in Section 5.13(i)(i) of the Plan.

"***D&O Insurance Policies***" means all directors and officers/executive liability insurance policies (including extension of coverage of any policy beyond the end of the policy period) issued to or providing insurance coverage at any time to any of the Debtors' directors, officers, managers or authorized agents, in their respective capacities as such, for alleged Wrongful Acts (as defined in such policies) or similar triggering acts, and all agreements, documents or instruments relating thereto.

"***Debtor(s)***" has the meaning set forth in the introductory paragraph of the Plan.

"***Debtor Party***" means any Debtor, Estate, transferee of any Cause of Action held at any time by any Debtor or Estate, or any Person prosecuting any such Cause of Action on behalf of any Debtor or Estate.

"***Defense Counsel***" has the meaning set forth in Section 5.13(s)(v) of the Plan.

"***Definitive Documents***" has the meaning set forth in the Master Shareholder Settlement Agreement.

"***Designated Shareholder Released Parties***" has the meaning set forth in the Master Shareholder Settlement Agreement.

"***Direct Claims Shareholder Settlements***" means the Governmental Entity Shareholder Direct Settlement, the Tribal Shareholder Direct Settlement, the Public School District Shareholder Direct Settlement, the Third-Party Payor Shareholder Direct Settlement, the ER Physician Shareholder Direct Settlement, the Hospital Shareholder Direct Settlement, the PI Shareholder Direct Settlements and any other settlements that contemplate releases similar to the foregoing that are entered into by and among the Shareholder Payment Parties and Holders of Claims, if applicable.

"***Direct Claims Shareholder Settlement Agreements***" means, collectively, the (i) Governmental Entity Shareholder Direct Settlement Agreement, (ii) Tribal Shareholder Direct Settlement Agreement, (iii) ER Physician Shareholder Direct Settlement Agreement, (iv) Hospital Shareholder Direct Settlement Agreement, and (v) Public School District Shareholder Direct Settlement Agreement.

"***Direct Claim Settlement Retained Payment Amounts***" shall mean:

(a) with respect to each Direct Claims Shareholder Settlement other than the Third-Party Payor Shareholder Direct Settlement and the PI Shareholder Direct Settlements and at the relevant time, (i) the maximum amounts payable pursuant to the applicable Direct Claims Shareholder Settlement Agreement *less* (ii) amounts actually paid pursuant to the applicable Direct Claims Shareholder

Settlement Agreement, in each case as set forth in the applicable Direct Claims Shareholder Settlement Agreement;

(b) with respect to the Third-Party Payor Shareholder Direct Settlement, the TPP Direct Claim Settlement Retained Payment Amount; and

(c) with respect to the PI Shareholder Direct Settlements, the NAS PI Direct Claim Settlement Retained Payment Amount and Non-NAS PI Direct Claim Settlement Retained Payment Amount.

"***Direct Settlement Eligible NAS PI Claims***" means NAS PI Claims held by Holders that timely filed Proofs of Claim that either (i) satisfy the requirements of the NAS PI TDP, including by such Holders having (a) submitted their NAS PI Trust Claim Form (as defined in the PI and TPP Claims Procedures Order) by the deadline set forth in the PI and TPP Claims Procedures Order, and (b) in the determination of the PI Claims Administrator (as defined in the PI and TPP Claims Procedures Order), provided sufficient information substantiating their asserted NAS PI Claims, or (ii) are Allowed pursuant to a Final Order on or prior to the Effective Date.

"***Direct Settlement Eligible Non-NAS PI Claims***" means Non-NAS PI Claims held by Holders that timely filed Proofs of Claim that either (i) satisfy the requirements of the Non-NAS PI TDP, including by such Holders having (a) submitted their Non-NAS PI Trust Claim Form (as defined in the PI and TPP Claims Procedures Order) by the deadline set forth in the PI and TPP Claims Procedures Order, and (b) in the determination of the PI Claims Administrator (as defined in the PI and TPP Claims Procedures Order), provided sufficient information substantiating their asserted Non-NAS PI Claims, or (ii) are Allowed pursuant to a Final Order on or prior to the Effective Date.

"***Direct Settlement Eligible TPP Claims***" means Third-Party Payor Claims held by Holders that timely filed or were included in timely filed Proofs of Claim, and any amendments thereto. "***Disallowed***" means (i) with respect to a Channeled Claim, or any portion thereof, such Channeled Claim that has been disallowed by a Final Order or pursuant to a settlement, and (ii) with respect to any Claim against a Debtor (other than a Channeled Claim), such Claim, or any portion thereof, that (A) has been disallowed under this Plan, by a Final Order or pursuant to a settlement, (B) is Scheduled at zero dollars ($0) or as contingent, disputed or unliquidated and as to which a Bar Date has been established but no Proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court, including the Bar Date Order, or otherwise deemed timely filed under applicable law, or (C) is not Scheduled and as to which a Bar Date has been established but no Proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law. Correlative terms such as "Disallow", and "Disallowance" have correlative meanings.

"***Disallowed Claim Distribution***" shall have the meaning set forth in Section 7.8 of this Plan.

"***Disbursing Agent***" means any Person in its capacity as disbursing agent under Article VI of the Plan, including the Plan Administration Trustee acting in such a capacity to make Distributions in respect of Allowed Claims, other than Channeled Claims, pursuant to the Plan.

"***Disclosure Program Budget***" has the meaning set forth in Section 5.13(e) of the Plan.

"***Disclosure Statement***" means the disclosure statement for this Plan, as may be amended or supplemented from time to time, prepared and distributed in accordance with sections 1125, 1126(b) and

1145 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018 and other applicable law, and all exhibits, appendices, schedules, supplements, modifications, amendments, annexes and attachments to such disclosure statement.

"***Disposition Event***" has the meaning set forth in Section 5.4(d)(ii) of the Plan.

"***Disputed***" means, with respect to a Claim against a Debtor, a Claim that is not yet Allowed or Disallowed, regardless of whether such Claim is the subject of an objection.

"***Disputed Cure Claim***" means the amount that a counterparty to a Contract Dispute alleges must be paid in order for an executory contract or unexpired lease to be assumed or assumed and assigned as provided under the Plan.

"***Disputed Cure Claims Reserve***" means a reserve established to pay the aggregate amount of Disputed Cure Claims or such lower amount as ordered by the Bankruptcy Court or agreed to by the parties to the applicable executory contract or unexpired lease. The Disputed Cure Claims Reserve shall be (i) funded on the Effective Date with Effective Date Cash in an amount determined by the Debtors, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties and (ii) held by the Plan Administration Trust in a segregated account and administered by the Plan Administration Trustee on and after the Effective Date in a manner consistent with the Master Shareholder Settlement Agreement.

"***Distribution***" means any initial or periodic payment or transfer of consideration in respect of Allowed Claims or Channeled Claims made under this Plan (including any amounts funded under any Direct Shareholder Settlement Agreement); *provided* that all Distributions to Holders in respect of Channeled Claims shall be exclusively from the applicable Creditor Trust or Sub-Qualified Settlement Fund in accordance with the applicable Creditor Trust Documents.

"***Distribution Record Date***" means the record date for purposes of making Distributions under the Plan on account of Allowed Claims, which date shall be the Effective Date.

"***DOB***" means the volunteer disclosure oversight board created in accordance with Section 5.13(c) of the Plan.

"***DOJ***" means the United States Department of Justice.

"***DOJ 9019 Motion***" means the *Motion of Debtors Pursuant to 11 U.S.C. § 105 and Fed. R. Bankr. P. 9019 Authorizing and Approving Settlements Between the Debtor and the United States* [D.I. 1828].

"***DOJ 9019 Order***" means the *Order Pursuant to 11 U.S.C. § 105 and Fed. R. Bankr. P. 9019 Authorizing and Approving Settlements Between the Debtors and the United States* [D.I. 2004].

"***DOJ Civil Claim***" means the "Civil Claim" as defined in the DOJ 9019 Order in the amount of $2.8 billion.

"***DOJ Conviction Judgment Date***" means the date on which the United States District Court for the District of New Jersey enters a judgment of conviction pursuant to the Plea Agreement and the DOJ 9019 Order.

"***DOJ Criminal Fine Claim***" means the "Criminal Fine Claim" as defined in the DOJ 9019 Order in the amount of $3.544 billion.

"***DOJ Forfeiture Judgment Claim***" means the "Forfeiture Judgment" as defined in the DOJ 9019 Order in the amount of $2 billion.

"***DOJ Forfeiture Judgment Credit***" means the amount of value distributed or otherwise conferred by the Debtors in respect of Non-Federal Domestic Governmental Claims and Tribe Claims, which shall be credited against the DOJ Forfeiture Judgment Claim pursuant to the Plan and the Plea Agreement, it being understood and agreed that (i) the amount so credited shall not exceed $1.775 billion, and (ii) the Confirmation Order shall include a finding that the amount of value distributed or otherwise conferred by the Debtors in respect of Non-Federal Domestic Governmental Claims and Tribe Claims exceeds $1.775 billion.

"***DOJ Forfeiture Payment***" means a payment of $225 million in Cash by PPLP to the United States Marshals in accordance with the Plan, the Plea Agreement and the DOJ 9019 Order.

"***DOJ Repository Obligation***" has the meaning set forth in Section 5.13(b) of the Plan.

"***DOJ Resolution***" means the Plea Agreement and the Civil Settlement Agreement, including the settlements contemplated therein and the other terms and conditions thereof.

"***DOJ Unsecured Claims***" means the DOJ Civil Claim and the DOJ Criminal Fine Claim.

"***Domestic Governmental Entity***" means the United States or any State, county, municipality, Tribe, or other Governmental Unit within the United States, or an officer of any of the foregoing in his or her official capacity. For the avoidance of doubt, Domestic Governmental Entity shall include the organizations listed on Exhibit B of the Plan but shall not include (a) any Non-Federal Acute Care Hospitals, (b) any elementary, middle, or secondary public school district in the United States, (c) California health districts acting as Third-Party Payors that filed Third-Party Payor Proofs of Claim in such capacity by the Bar Date established by the Bar Date Order, or (d) any hospitals listed on Exhibit A of the Plan.

"***Effective Date***" means the date selected by the Debtors for the consummation of the Plan, or as soon thereafter as reasonably practicable.

"***Effective Date Cash***" means, collectively all Cash and cash equivalents of the Debtors (including all amounts paid on the Effective Date directly to, or pursuant to direction from, the MDT under the Shareholder Settlement Agreements) on the Effective Date prior to the making of any payments by the Debtors or the MDT, as applicable, in accordance with the Restructuring Transactions, excluding any Cash and cash equivalents (i) in the form of security deposits, (ii) that collateralize any obligations of the Debtors or (iii) that are otherwise subject to any legal, contractual or other restriction on the ability to freely transfer such Cash or cash equivalents.

"***EMTALA***" means the Emergency Medical Treatment & Labor Act, 42 U.S.C. § 1395dd.

"***Entity***" has the meaning set forth in section 101(15) of the Bankruptcy Code.

"***ER Physician***" means an emergency room physician, in its capacity as such.

"***ER Physician Channeled Claim***" means (i) any ER Physician Claim or (ii) any Claim held by an ER Physician that is released pursuant to the ER Physician Shareholder Direct Settlement Agreement. ER Physician Channeled Claims shall be channeled to the ERP Trust in accordance with the Plan and Master TDP.

"***ER Physician Claims***" means any Claim against any Debtor that is held by an ER Physician, provided that such Claim arose when such ER Physician's billing and revenue collection were entirely separate from the billing and revenue collection practices of the medical facility at which such ER Physician practiced, and such ER Physician was not employed by such medical facility.

"***ER Physician Shareholder Direct Settlement***" means the settlement set forth in the ER Physician Shareholder Direct Settlement Agreement.

"***ER Physician Shareholder Direct Settlement Agreement***" means the settlement agreement which shall be filed by the Debtors with the Plan Supplement.

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended. 29 U.S.C. §§ 1301-1461.

"***ERP TDP***" means the trust distribution procedures to be implemented by the ERP Trust setting forth the procedures for Distributions from the ERP Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the ERP Trustee, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***ERP Trust***" means the trust to be established in accordance with Section 5.8 of the Plan to (i) assume all liability for the ER Physician Channeled Claims, (ii) collect the Initial ERP Trust Distribution and additional payments due under the MDT ERP Claim in accordance with the Private Entity Settlements and the ERP Trust Documents, (iii) administer ER Physician Channeled Claims, (iv) hold and administer the Class 9 Non-Participating Claims Reserve on and after the Effective Date, (v) hold the Class 9 Released Claims Reserve on and after the Effective Date and (vi) make Distributions in accordance with the ERP TDP.

"***ERP Trust Agreement***" means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the ERP Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the ERP Trustee, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***ERP Trust Documents***" means the ERP Trust Agreement and the ERP TDP.

"***ERP Trustee***" means Dr. Michael Masiowski, or such successor(s) as may be appointed pursuant to the terms of the ERP Trust Documents.

"***Estate(s)***" means, individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

"***Estate Causes of Action***" means, in each case whether or not asserted, any and all Causes of Action that any Debtor or its Estate may have, hold, or control, or be entitled to assert, or that any Person may be entitled to assert, currently or in the future, by, through, under, or on behalf of any Debtor or its Estate, and each of their respective successors or assigns, including, without limitation, any and all Causes of Action that: (i) were included in the proposed complaint filed by the Creditors' Committee [D.I. 6685-2]; (ii) seek to avoid or recover any transfer of property or value by any Debtor or its Estate, or to avoid any obligation incurred by any Debtor or its Estate, including on a theory of fraudulent transfer, fraudulent conveyance, preference, turnover, unjust enrichment, constructive trust, or conversion; (iii) arise from an injury suffered by a Debtor, including Causes of Action arising from a breach of fiduciary duty, mismanagement, corporate waste, or similar theories arising out of a Person's ownership, management,

oversight, operation, status, tenure, conduct, omission, liability, action, or inaction at any time as a stockholder, affiliate, owner, partner, member, manager, director, officer, employee, servant, agent, representative, attorney, creditor, successor, assign, or other relationship with a Debtor or any of its predecessors; (iv) arise from disregarding the separateness of any Debtor or its Estate or imputing the liability of any Debtor or its Estate to another Person, including on a theory of successor liability, vicarious liability, respondeat superior, alter ego, veil piercing, agency, control person liability, or joint venture; (v) arise from a common injury that (a) could be asserted by creditors of a Debtor or its Estate or (b) arises from a breach of duty owed to a Debtor or its Estate; (vi) are property of any Debtor or its Estate or can be asserted, settled, or released by any Debtor or its Estate under the Bankruptcy Code or other applicable law; or (vii) are other derivative claims duplicative of any of the foregoing. Estate Causes of Action shall not include any Cause of Action arising from a breach by a non-Debtor of a legally cognizable duty or statutory prohibition – including not to engage personally in fraud, misrepresentation, or misconduct that causes a nuisance, in each case under consumer protection laws and like regulatory laws or statutes (such as UDAP laws) or the common law – which duty or statutory obligation is owed by such non-Debtor directly to the Person asserting such Cause of Action (or to the citizenry on whose behalf such Person is charged to act), where the injury caused by such breach is particular to the Person asserting such Cause of Action (or the citizenry on whose behalf such Person is charged to act) and is not an injury common to creditors of the Debtor or its Estate.

"***Estate Distributions***" means, with respect to the Distributions to each Class, all Distributions other than such Class's Shareholder Direct Settlement Portion. For the avoidance of doubt, any amounts received by the Governmental Remediation Trust or the Tribe Trust from the IAC Sale Bonus Payment shall constitute Estate Distributions.

"***Estate Releases***" means the releases provided for in Section 10.6 of the Plan.

"***Estate Surviving Pre-Effective Date Claim***" means any Estate Cause of Action against a Co-Defendant that (i) arose in the ordinary course of business, (ii) is not related to a Co-Defendant Action, and (iii) concerns conduct occurring before the Effective Date.

"***Excluded Assets***" means (i) all Effective Date Cash other than the Initial NewCo Cash and (ii) any other Assets of the Debtors excluded from the transfer to NewCo pursuant to the NewCo Transfer Agreement, including without limitation all MDT Transferred Assets and all PAT Assets.

"***Excluded Claim***" means (i) any criminal action or criminal proceeding arising under a criminal provision of any statute instituted (A) by a Domestic Governmental Entity that has authority to bring such a criminal action or criminal proceeding, and (B) to adjudicate a person's guilt or to set a convicted person's punishment; (ii) any Cause of Action against a non-Debtor Person by any federal, state or local authority with respect to taxes (other than tax laws targeting Covered Conduct) imposed on such non-Debtor Person; (iii) any Estate Cause of Action or any Cause of Action held by a Releasing Party against an Excluded Party; (iv) any Cause of Action against any Person to the extent based on the actual conduct of such Person after the Effective Date; (v) any Cause of Action against persons or entities who are not Released Parties or Shareholder Released Parties; or (vi) any claim arising under the Plan for enforcement of the Plan.

"***Excluded Insurance Policies***" means (i) the Isosceles Insurance Ltd. policy number PPLP-01/2019, (ii) the Purdue Insurance Policies agreed by the Debtors, the Creditors' Committee and the Governmental Consent Parties, which shall be identified in the MDT Agreement, and (iii) any rights or obligations under any Purdue Insurance Policy to the extent, but only to the extent, that such rights or obligations pertain solely to coverage for workers' compensation liability. For the avoidance of doubt, clause (i) of this definition does not negate or limit the scope of the definition of MDT Insurance Collateral. For the avoidance of further doubt, if a Purdue Insurance Policy both (x) does or may afford the Debtors

rights, benefits, indemnity, insurance coverage or defense costs with respect to any Cause of Action against the Debtors arising out of, on account of, or in connection with Opioid-Related Activities or for which the Debtors have insurance rights arising out of or in connection with Opioid-Related Activities and (y) is subject to clause (ii) or (iii) of this definition, such Purdue Insurance Policy is only an Excluded Insurance Policy to the extent it is subject to clause (ii) or (iii) of this definition, and all provisions herein concerning the MDT Insurance Policies apply to that Purdue Insurance Policy.

"***Excluded Party***" means (i) each Person identified on the Schedule of Excluded Parties and (ii) each Co-Defendant; *provided* that no Settling Co-Defendant and none of their respective Related Parties (except to the extent any such Related Party is identified by name on the Schedule of Excluded Parties filed on August 23, 2021) shall be an Excluded Party.

"***Excluded Privileged Materials***" means the Privileged documents, books and records prepared in connection with or related to any Purdue Legal Matter.

"***Exculpated Parties***" means, collectively, (i) the Debtors, (ii) the Creditors' Committee and its members, solely in their capacities as such, (iii) the Plan Administration Trustee, (iv) the MDT Trustees and the MDT Advisory Council Representatives, (v) the Creditor Trustees, (vi) the Supporting Claimants, each solely in their capacities as such, (vii) the DOB members, and (viii) with respect to each of the Persons in the foregoing clauses (i) through (vii), each of their Related Parties; *provided*, *however*, that no Excluded Party or Shareholder Released Party (other than current and former directors, officers and employees of the Debtors that are not Excluded Parties or Sackler Family Members) shall be an Exculpated Party in any capacity or respect.

"***FDA***" means the United States Food and Drug Administration.

"***Federal Government Unsecured Claims***" means the DOJ Unsecured Claims and the Other Federal Agency Claims.

"***Final Order***" means an order or judgment of the Bankruptcy Court, as entered on the docket in any Chapter 11 Case, or of any other court of competent jurisdiction (i) that has not been reversed, stayed, modified or amended, and (ii) (A) as to which the time to appeal, seek certiorari or move for a new trial, re-argument or rehearing has expired according to applicable law and no appeal or petition for certiorari or other proceedings for a new trial, re-argument or rehearing has been timely taken or (B) as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, re-argument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.

"***First Reversion Date***" shall have the meaning ascribed to such term in the Master Shareholder Settlement Agreement.

"***Foundation***" means a newly formed New York corporation to be created in accordance with Section 5.5 of the Plan to receive and hold the NewCo Interest and collect the Foundation Distributable Cash in accordance with the Plan and the Foundation Bylaws and that is intended to be an exempt organization under IRC section 501(c)(4) for U.S. federal income tax purposes.

"***Foundation Distributable Cash***" means an amount of NewCo Distributable Cash to be distributed from NewCo directly to the Foundation in respect of the NewCo Interest in any year equal to the lesser of (x) 5% of NewCo Distributable Cash and (y) $5 million.

"***Foundation Bylaws***" means the agreement establishing and delineating the terms and conditions for the creation and operation of the Foundation, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the DOJ and the Governmental Consent Parties and reasonably acceptable to the Debtors, and which shall be filed by the Debtors with the Plan Supplement.

"***Foundation Trustees***" means the trustees of the Foundation appointed in accordance with Section 5.5(b) of the Plan."***General Bar Date***" means July 30, 2020.

"***Governmental Consent Parties***" means (i) the States AG Negotiating Group, (ii) the Ad Hoc Committee, and (iii) the MSGE Group.

"***Governmental Entity Shareholder Direct Settlement***" means the settlement set forth in the Governmental Entity Shareholder Direct Settlement Agreement.

"***Governmental Entity Shareholder Direct Settlement Agreement***" means the settlement agreement substantially in the form attached as Exhibit A to the *Notice of Filing of Governmental Entity Shareholder Direct Settlement Agreement* [D.I. 7592].

"***Governmental NewCo Distributable Cash***" means all NewCo Distributable Cash other than Foundation Distributable Cash.

"***Governmental Remediation Trust***" means the Delaware trust to be established in accordance with Section 5.8 of the Plan and the Governmental Remediation Trust Documents and administered by the Governmental Remediation Trust Administrator, which shall receive and distribute all distributions on account of the Allowed Non-Federal Domestic Governmental Channeled Claims pursuant to the Governmental Remediation Trust Documents.

"***Governmental Remediation Trust Administrator***" means the Person appointed pursuant to the Governmental Entity Shareholder Direct Settlement Agreement to serve as the "Directing Administrator."

"***Governmental Remediation Trust Agreement***" means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Governmental Remediation Trust, the terms of which shall be consistent with the Plan and acceptable to the Governmental Consent Parties, in consultation with the Debtors and the Creditors' Committee, and which shall be filed by the Debtors with the Plan Supplement. "***Governmental Remediation Trust Delaware Trustee***" means the Person appointed pursuant to the Governmental Remediation Trust Agreement to serve as the "Delaware Trustee."

"***Governmental Remediation Trust Directed Trustee***" means the Person appointed pursuant to the Governmental Entity Shareholder Direct Settlement Agreement to serve as the "Directed Trustee."

"***Governmental Remediation Trust Documents***" means the Governmental Entity Shareholder Direct Settlement Agreement and the Governmental Remediation Trust Agreement.

"***Governmental Remediation Trust Trustees***" means the Governmental Remediation Trust Administrator, the Governmental Remediation Trust Delaware Trustee, and the Governmental Remediation Trust Directed Trustee.

"***Governmental Unit***" has the meaning set forth in section 101(27) of the Bankruptcy Code.

"***Healthcare Provider Channeled Claim***" means (i) any Healthcare Provider Claim or (ii) any Claim held by a Hospital that is released pursuant to the Hospital Shareholder Direct Settlement Agreement. Healthcare Provider Channeled Claims shall be channeled to the Healthcare Provider Trust in accordance with the Plan and Master TDP.

"***Healthcare Provider Claim***" means any Claim against any Debtor that is held by (a) a Hospital or (b) a non-Hospital provider of healthcare treatment services or any social services, in its capacity as such, in each case, other than as set forth below. For the avoidance of doubt, (i) Proofs of Claim filed by ER Physicians or Domestic Governmental Entities shall not be Healthcare Provider Claims, and (ii) Healthcare Provider Claims shall include the Proofs of Claim listed on Exhibits A and C of the Plan, but not, for the avoidance of doubt, the Proofs of Claim listed on Exhibit B of the Plan.[2]

"***Healthcare Provider TDP***" means the trust distribution procedures to be implemented by the Healthcare Provider Trust setting forth the procedures for Distributions from the Healthcare Provider Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Ad Hoc Group of Hospitals, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***Healthcare Provider Trust***" means a trust to be established in accordance with Section 5.8 of the Plan to (i) assume all liability for the Healthcare Provider Channeled Claims, (ii) hold the MDT Healthcare Provider Claim and collect the Initial Healthcare Provider Trust Distribution and additional payments due under the MDT Healthcare Provider Claim in accordance with the Private Entity Settlements and the Healthcare Provider Trust Documents, (iii) administer Healthcare Provider Channeled Claims, (iv) hold and administer the Class 7 Non-Participating Claims Reserve on and after the Effective Date, (v) hold the Class 7 Released Claims Reserve on and after the Effective Date and (vi) make Distributions in accordance with the Healthcare Provider TDP.

"***Healthcare Provider Trust Agreement***" means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Healthcare Provider Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Ad Hoc Group of Hospitals, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***Healthcare Provider Trust Documents***" means the Healthcare Provider Trust Agreement and the Healthcare Provider TDP.

"***Hospital Shareholder Direct Settlement***" means the settlement set forth in the Hospital Shareholder Direct Settlement Agreement.

"***Hospital Shareholder Direct Settlement Agreement***" means the settlement agreement which shall be filed by the Debtors with the Plan Supplement.

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[2] For the avoidance of doubt, only Hospitals shall be eligible to receive distributions from the Hospital Shareholder Direct Settlement, and the Hospital Shareholder Direct Settlement will include trust distribution procedures that will govern the distribution to Hospitals of proceeds from the Hospital Shareholder Direct Settlement. All members of Class 7 shall be eligible to receive Estate Distributions (Class 7's share of the Estate Settlement and any other Estate proceeds distributed to Class 7) allocable to Class 7, and the Hospital Trust TDP shall govern distribution of such Estate Distributions.

"***Holder***" means a Person holding a Claim, a Channeled Claim, a Cause of Action or an Interest, as applicable. For the avoidance of doubt, "Holder" shall not be limited to Persons Holding Claims against the Debtors or Persons that submitted timely Proofs of Claim.

"***Hospital***" means any acute care hospital subject to EMTALA which hospital is not a Domestic Governmental Entity or a Physician. For the avoidance of doubt, none of the organizations listed on Exhibit B of the Plan shall be Hospitals.

"***Hospital Attorney Fee Fund***" means the fund to be established as set forth in Section 5.9(e) of the Plan.

"***Hospital Districts***" shall correspond to Special Districts categorized by the U.S. Census Bureau under the function name "Hospital."

"***Host Institutions***" has the meaning set forth in Section 5.13(b) of the Plan.

"***IAC Sale Bonus Payment***" has the set forth in the Master Shareholder Settlement Agreement.

"***Impaired***" means, with respect to any Claim, Interest or Class of Claims or Interests, "impaired" within the meaning of such term in section 1124 of the Bankruptcy Code.

"***Initial ERP Trust Distribution***" means the payment of $5,811,015 of Effective Date Cash to the ERP Trust, *less* (i) the SOR Holdback in the amount of $141,015 and (ii) any applicable Direct Claim Settlement Retained Payment Amount.

"***Initial Federal Government Distribution***" means the payment of $25 million of Effective Date Cash to the United States on the Effective Date on account of the Federal Government Unsecured Claims.

"***Initial Healthcare Provider Trust Distribution***" means the payment of $263,498,910 of Effective Date Cash to the Healthcare Provider Trust, *less* (i) the SOR Holdback in the amount of $2,688,910, (ii) any applicable Direct Claim Settlement Retained Payment Amount, and (iii) any applicable Creditor Trust Advance Amount.

"***Initial Governmental Remediation Trust Distribution***" means the payment to the Governmental Remediation Trust on the Effective Date of (i) 96.7% of the Maximum Governmental Direct Settlement Amount, as may be adjusted in accordance with the Governmental Entity Shareholder Direct Settlement Agreement, payable on the Effective Date, and (ii) 96.7% of all Effective Date Cash remaining after the satisfaction of all amounts described in Section 5.14(a) of the Plan.

"***Initial LG Costs Funding Date***" has the meaning set forth in Section 5.9(a)(i) of the Plan.

"***Initial NAS PI Distribution***" means the payment of Effective Date Cash to the PI Trust on the Effective Date equal to the sum of (a) $48,213,070[3] and (b) $65,848,195, *less* (i) the SOR Holdback in the amount of $1,809,265 (ii) any NAS PI Direct Claim Settlement Retained Payment Amount, (iii) any amounts advanced to the NAS Monitoring Trust (as defined in the Creditor Trust Establishment Order)

[3] $48,213,070 is the sum of (i) 6.43% of $700,000,000 of the Initial PI Trust Distribution Amount, up to an aggregate $45 million in accordance with the definition of "NAS PI Portion" in the Twelfth Amended Plan, and (ii) 6.43% of the $49,970,000 remaining Initial PI Trust Distribution Amount

pursuant to the Creditor Trust Establishment Order, and (iv) 13.98% of (A) any amounts paid by the Debtors to the PI Claims Administrator (as defined in the PI and TPP Claims Procedures Order) as of the Effective Date, and (B) any applicable Creditor Trust Advance Amount with respect to the PI Trust.

"***Initial Non-NAS PI Distribution***" means the payment of Effective Date Cash to the PI Trust on the Effective Date in the amount of $701,756,930 *less* (i) the SOR Holdback in the amount of $9,328,930, (ii) any Non-NAS PI Direct Claim Settlement Retained Payment Amount, and (iii) 86.02% of (A) any amounts paid by the Debtors to the PI Claims Administrator (as defined in the PI and TPP Claims Procedures Order) as of the Effective Date, and (B) any applicable Creditor Trust Advance Amount with respect to the PI Trust.

"***Initial NewCo Cash***" means $135 million of Effective Date Cash to be transferred to NewCo on the Effective Date.

"***Initial PI Trust Distribution***" means the Initial NAS PI Distribution and the Initial Non-NAS PI Distribution.

"***Initial PI Trust Distribution Amount***" means $749,970,000.

"***Initial Private Creditor Trust Distributions***" means, collectively, the Initial Healthcare Provider Trust Distribution, the Initial TPP Trust Distribution, the Initial ERP Trust Distribution and the Initial PI Trust Distribution.

"***Initial Public Creditor Trust Distributions***" means, collectively, the Initial Governmental Remediation Trust Distribution and the Initial Tribe Trust Distribution.

"***Initial Public Schools Distribution***" means a payment of Effective Date Cash to benefit the Public School Trust (a) in the amount of $25,560,000 million, *less* (i) the applicable Direct Claim Settlement Retained Payment Amount, and (ii) the SOR Holdback in the amount of $60,000 which amount will be used (i) to fund educational supports to abate the effects of the opioid crisis and (ii) for the required payments to the Common Benefit Fund and in respect of attorneys' fees and expenses of the Public School District Claimants in accordance with Section 5.9(d) and (i) of the Plan, and (b) for reimbursement of costs and expenses incurred in connection with the Public Schools' Opt-Out Class Action Settlement notices in an additional amount not to exceed $75,000.

"***Initial TPP Trust Distribution***" means the payment of $394,911,880 of Effective Date Cash to the TPP Trust on the Effective Date *less* (i) any amounts paid by the Debtors to the TPP Claims Administrator (as defined in the PI and TPP Claims Procedures Order) as of the Effective Date, (ii) the SOR Holdback in the amount of $5,971,880, (iii) the TPP Direct Claim Settlement Retained Payment Amount, if any, and (iv) any applicable Creditor Trust Advance Amount.

"***Initial Tribe Trust Distribution***" means the payment on the Effective Date of (i) 3.3% of the Maximum Governmental Direct Settlement Amount payable on the Effective Date, and (ii) 3.3% of all Effective Date Cash remaining after the satisfaction of all amounts described in Section 5.14(a) of the Plan.

"***Insurance Companies***" means, collectively, all Persons that issued any Purdue Insurance Policy, any third-party administrator, claims handling agent or any parent, Subsidiary, affiliate, successor, predecessor or assign of any of the foregoing, solely in such Insurance Company's capacity with respect to a Purdue Insurance Policy.

"***Intercompany Claim***" means any Claim against any Debtor that is held by another Debtor or an affiliate of a Debtor.

"***Intercompany Interest***" means any Interest in any Debtor that is held by another Debtor.

"***Interest***" means any equity security (as defined in section 101(16) of the Bankruptcy Code) in a Person, including any shares, common stock or units, preferred stock or units, or other instrument evidencing any fixed or contingent equity or ownership interest in a Person, including any option, warrant or other right, contractual or otherwise, to acquire any such interest in such Person, whether or not transferable and whether fully vested or vesting in the future.

"***Interim Compensation Order***" means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals* [D.I. 529].

"***IRC***" means the Internal Revenue Code of 1986, as amended (including any successor statute).

"***IRS***" means the Internal Revenue Service.

"***Key Employee Plans***" means, collectively, the Key Employee Retention Plans and Key Employee Incentive Plans approved by the Bankruptcy Court pursuant to the *Order Authorizing the Debtors to Implement a Key Employee Retention Plan* [D.I. 1762], the *Order Authorizing the Debtors to Implement a Key Employee Incentive Plan* [D.I. 1861], the *Supplemental Order Authorizing the Debtors to Implement a Key Employee Incentive Plan* [D.I. 2002], the *Order Authorizing the Debtors to Implement 2021 Key Employee Retention Plan* [D.I. 3571], the *Order Authorizing the Debtors to Implement 2021 Key Employee Incentive Plan* [D.I. 3770], the *Order Authorizing the Debtors to Implement 2022 Key Employee Retention Plan and 2022 Key Employee Incentive Plan* [D.I. 4862], the *Supplemental Order Authorizing the Debtors to Implement 2022 Key Employee Incentive Plan* [D.I. 4924], the *Order Authorizing the Debtors to Implement 2023 Key Employee Incentive Plan and 2023 Key Employee Retention Plan* [D.I. 5646], the *Order Authorizing the Debtors to Implement 2024 Key Employee Incentive Plan and 2024 Key Employee Retention Plan* [D.I. 6322], and any similar compensation programs approved by other order of the Bankruptcy Court, in each case, as may be supplemented from time to time by further order of the Bankruptcy Court.

"***Kroll***" means Kroll Restructuring Administration LLC

"***Lien***" has the meaning set forth in section 101(37) of the Bankruptcy Code.

"***Liquidating Debtors***" means, collectively, all Debtors that are not Transferred Debtors, on and after the Effective Date.

"***Local Government Fee Fund***" means the fund to be established as set forth in Section 5.9(a) of the Plan.

"***LRP Agreement***" means the agreement establishing lien resolution procedures with respect to certain claims held by LRP Participating TPPs against Holders of PI Claims and Distributions payable to Holders of PI Claims, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors, the Ad Hoc Group of Individual Victims and the Third-Party Payor Group, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement (it being understood and agreed that the form of LRP Agreement filed on May 26, 2021 is acceptable to such parties).

"***LRP Participating TPP***" means any Holder of a Third-Party Payor Claim that becomes a party to the LRP Agreement in accordance with the terms thereof.

"***Master Disbursement Trust***" means the trust established in accordance with Section 5.6 of the Plan to, among other things, (i) hold and administer the MDT Transferred Assets and the Special Operating Reserve, (ii) serve as administrative agent with respect to Released Claims Reserves, (iii) make payments in satisfaction of the MDT Claims in accordance with the Plan, the Private Entity Settlements and, with respect to the MDT Public School Districts Claim, the Public Entity Settlements and (iv) make Public Creditor Trust Distributions in respect of the MDT Interests from MDT Distributable Value in accordance with the Plan and the Public Entity Settlements.

"***Master Shareholder Settlement Agreement***" means the settlement agreement substantially in the form attached as Exhibit A to the *Notice of Filing of Plan Supplement Pursuant to the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors* [D.I. 7591], including all exhibits, schedules, annexes and supplements and appendices thereto.

"***Master TDP***" means the master trust distribution procedures to be implemented by the Master Disbursement Trust setting forth the procedures for the administration of Channeled Claims by the Master Disbursement Trust, which shall be filed by the Debtors with the Plan Supplement, and the terms of which shall be consistent with Articles I through XII of the Plan and otherwise reasonably acceptable to (i) the Debtors, (ii) the Creditors' Committee, (iii) the Governmental Consent Parties and (iv) solely with respect to any provisions regarding the channeling of Channeled Claims to (A) the Tribe Trust, the Native American Tribe Group, (B) the Healthcare Provider Trust, the Ad Hoc Group of Hospitals, (C), the ERP Trust, the ERP Trustee, (D) TPP Trust, the Third-Party Payor Group, (E) the Public School Trust, the Public School District Claimants, and (F) the PI Trust, the Ad Hoc Group of Individual Victims and the NAS Committee.

"***Material Litigation***" shall have the meaning ascribed to such term in the Master Shareholder Settlement Agreement.

"***Maximum Governmental Direct Settlement Amount***" means, for any given SSA Payment Date, the sum of the amounts of such SSA Payment Date in clause (a) and (b) of the definition of Shareholder Direct Settlement Portion, subject to any Shareholder Prepayments, but not subject to any Direct Claim Settlement Retained Payment Amounts.

"***Maximum NAS PI Shareholder Direct Settlement Amount***" has the meaning set forth in the definition "Shareholder Direct Settlement Portion" and shall be payable by the Shareholder Payment Parties in full (without retaining any NAS PI Direct Claim Settlement Retained Payment Amount) in the event that all Holders of Direct Settlement Eligible NAS PI Claims are Settling Creditors.

"***Maximum Non-NAS PI Shareholder Direct Settlement Amount***" has the meaning set forth in the definition "Shareholder Direct Settlement Portion" and shall be payable by the Shareholder Payment Parties in full (without retaining any Non-NAS PI Direct Claim Settlement Retained Payment Amount) in the event that all Holders of Direct Settlement Eligible Non-NAS PI Claims are Settling Creditors.

"***Maximum TPP Shareholder Direct Settlement Amount***" has the meaning set forth in the definition "Shareholder Direct Settlement Portion" and shall be payable by the Shareholder Payment Parties in full (without retaining any TPP Direct Claim Settlement Retained Payment Amount) in the event that all Holders of Direct Settlement Eligible TPP Claims are Settling Creditors.

"***MDL Court***" means the United States District Court for the Northern District of Ohio, Eastern Division, presiding over the MDL Proceeding.

"***MDL Plaintiffs' Executive Committee***" means the sixteen-member committee appointed by the MDL Court in the MDL Proceeding.

"***MDL Proceeding***" means *In re National Prescription Opiate Litigation*, Case No. 17-md-02804, MDL No. 2804.

"***MDT Advisory Council***" means the advisory council established in accordance with Section 5.6(e) of the Plan and the MDT Agreement, to which the Master Disbursement Trust shall regularly report with respect to the operations and activities of the Master Disbursement Trust and the handling of all payments and Distributions made from the Master Disbursement Trust, all as provided for in greater detail in the MDT Agreement.

"***MDT Advisory Council Representative***" has the meaning set forth in Section 5.6(e) of the Plan.

"***MDT Agreement***" means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Master Disbursement Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise reasonably acceptable to the Debtors, the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***MDT Beneficiaries***" means, subject to Section 5.6(f)(iv), each of (i) the Public Creditor Trusts, (ii) the Healthcare Provider Trust, (iii) the ERP Trust, (iv) the Public School Trust, (v) the PI Trust, (vi) the TPP Trust, and (vii) the United States.

"***MDT Causes of Action***" means any and all Retained Causes of Action (i) against Excluded Parties (other than Co-Defendants) or relating to and necessary to enforce Retained Causes of Action against Excluded Parties (other than Co-Defendants), (ii) relating to and necessary to enforce the MDT Insurance Rights, (iii) relating to and necessary to enforce the MDT Shareholder Rights, including without limitation, but subject to the terms of, the Master Shareholder Settlement Agreement or (iv) against any other Person that is not a Co-Defendant or an ongoing commercial counterparty of NewCo or any of its Subsidiaries, to the extent such Retained Causes of Action are not otherwise transferred to the Plan Administration Trust or the Creditor Trusts. For the avoidance of doubt, "MDT Causes of Action" shall include all entitlements, proceeds, payments and benefits of the Debtors to any of the foregoing.

"***MDT Claims***" means, collectively, the MDT Private Claims, the MDT Public School Districts Claim and the MDT Federal Government Claim.

"***MDT Distributable Value***" means all Cash and cash equivalents held by the Master Disbursement Trust, as of the relevant date of determination, after application of Cash to satisfy the amounts contemplated by Section 5.2(g)(i), (ii), (iii), and (iv) of the Plan in the MDT Priority Waterfall.

"***MDT Distribution Date***" means (i) each Scheduled MDT Distribution Date, (ii) a date determined by the MDT Trustees that is promptly after the receipt by the Master Disbursement Trust of (x) any Shareholder Prepayment, (y) any reversion amounts pursuant to Section 5.7 of the Plan, and (z) any IAC Sale Bonus Payments under Section 2.06 of the Master Shareholder Settlement Agreement, which such date shall be no later than thirty (30) days after the receipt by the Master Disbursement Trust of the applicable funds, and (iii) each other date on which the MDT Trustees seek to make a distribution to the Public School Trust or Public Creditor Trust Distribution, acting in accordance with their fiduciary duties to the Creditor Trusts as beneficiaries of the Master Disbursement Trust, solely in accordance with Section 5.6(f) of the Plan.

"***MDT Documents***" means the MDT Agreement and the Master TDP.

"***MDT ERP Claim***" means the beneficial interest in the Master Disbursement Trust granted to the ERP Trust pursuant to the Private Entity Settlements, which interest shall entitle the ERP Trust to the reversion rights from the Special Operating Reserve set forth in the Plan, the Master Shareholder Settlement Agreement, and the ER Physician Shareholder Direct Settlement Agreement, as applicable.

"***MDT Federal Government Claim***" means the beneficial interest in the Master Disbursement Trust granted to the United States pursuant to Section 4.3(b) of the Plan.

"***MDT Governmental Remediation Trust Interest***" means the beneficial interest in the Master Disbursement Trust granted to the Governmental Remediation Trust pursuant to the Public Entity Settlements and the Plan, which interest shall entitle the Governmental Remediation Trust to (i) its share of distributions of MDT Distributable Value in accordance with Section 5.2(f)(i)(A) of the Plan and the MDT Priority Waterfall and (ii) the reversion rights from the Special Operating Reserve set forth in the Plan, the Master Shareholder Settlement Agreement, and the Governmental Entity Shareholder Direct Settlement Agreement, as applicable.

"***MDT Healthcare Provider Claim***" means the beneficial interest in the Master Disbursement Trust granted to the Healthcare Provider Trust pursuant to the Private Entity Settlements, which interest shall entitle the Healthcare Provider Trust to the reversion rights from the Special Operating Reserve set forth in the Plan, the Master Shareholder Settlement Agreement, and the Hospital Shareholder Direct Settlement Agreement, as applicable.

"***MDT Insurance Collateral***" means (i) the Purdue Insurance Collateral in respect of the Purdue Insurance Policies agreed by the Debtors, the Creditors' Committee and the Governmental Consent Parties, which shall be identified in the MDT Agreement, and (ii) the Purdue Insurance Collateral in respect of the Isosceles Insurance Ltd. policy number PPLP-01/2019.

"***MDT Insurance Policies***" means all Purdue Insurance Policies that do or may afford the Debtors rights, benefits, indemnity, insurance coverage or defense costs with respect to any Cause of Action against the Debtors arising out of, on account of, or in connection with Opioid-Related Activities or for which the Debtors have or may have insurance rights arising out of or in connection with Opioid-Related Activities, including, but not limited to (i) all Purdue Insurance Policies listed in Exhibit A to the *Complaint for Declaratory Relief*, Adv. Pro. No. 21-07005 (RDD) [D.I. 1], (ii) all D&O Insurance Policies and (iii) any additional Purdue Insurance Policies agreed by the Debtors and the Governmental Consent Parties, which shall be identified in the MDT Agreement, but excluding in each case the Excluded Insurance Policies.

"***MDT Insurance Proceeds***" means the Cash proceeds obtained through the pursuit of the MDT Insurance Rights, including but not limited to the Cash proceeds in respect of any MDT Insurance Settlement, whether received before, on or after the Effective Date.

"***MDT Insurance Rights***" means the Purdue Insurance Rights in respect of the MDT Insurance Policies and the MDT Insurance Collateral, which Purdue Insurance Rights shall be transferred by the Debtors to the Master Disbursement Trust on the Effective Date. Notwithstanding anything to the contrary herein, (i) the MDT Insurance Rights with respect to the MDT Insurance Collateral for Isosceles Insurance Ltd. policy number PPLP-01/2019 shall be limited to the right to receive any such MDT Insurance Collateral remaining after the expiration of the policy period and any extension of the reporting period under such policy, (ii) the MDT Insurance Rights shall not include any right to interfere in any manner with the rights of the insureds under Isosceles Insurance Ltd. policy number PPLP-01/2019 prior to the expiration of the policy period and any extension of coverage under such policy and the resolution

of all claims asserted thereunder and (iii) any persons who have unresolved claims under the Isosceles Insurance Ltd. policy number PPLP-01/2019 at the expiration of the policy period, including any extension, shall cooperate with and provide consent to the Master Disbursement Trust to resolve those claims in connection with the MDT Insurance Collateral after the expiration of the policy period, including any extension.

"***MDT Insurance Settlement***" means each settlement agreement concerning the MDT Insurance Rights that (i) the Debtors and an MDT Insurer have entered into pursuant to the Purdue Insurance Stipulation on or before the Effective Date or (ii) the Master Disbursement Trust and an MDT Insurer have entered into after the Effective Date; *provided* that, in the case of both clauses (i) and (ii), the settlement agreement is approved by the Bankruptcy Court.

"***MDT Insurer***" means an Insurance Company that has issued, is responsible for, or has liability to pay under any MDT Insurance Policy or MDT Insurance Collateral, and each of its affiliates, predecessors in interest, and agents, solely in its capacity as such and solely with respect to such MDT Insurance Policy or MDT Insurance Collateral.

"***MDT Insurer Injunction***" means the injunction issued pursuant to Section 10.10 of the Plan.

"***MDT Interests***" means, collectively, the MDT Governmental Remediation Trust Interest and the MDT Tribe Interest.

"***MDT Operating Expenses***" means any and all costs, expenses, fees, taxes, disbursements, debts or obligations incurred from the operation and administration of the Master Disbursement Trust, including in connection with the prosecution or settlement of MDT Causes of Action, working capital, all compensation, costs and fees of the MDT Trustees and the MDT Advisory Council Representatives and any professionals retained by the Master Disbursement Trust, but excluding any amounts to be paid in respect of the MDT Claims or the MDT Interests.

"***MDT Operating Reserve***" means a reserve to be established to pay any and all MDT Operating Expenses. The MDT Operating Reserve shall be (i) funded on the Effective Date with Effective Date Cash in an amount determined by the Debtors and the Governmental Consent Parties with the consent (not to be unreasonably withheld, delayed or conditioned) of the Creditors' Committee, and thereafter with Cash held or received by the Master Disbursement Trust in accordance with the MDT Agreement as determined by the MDT Trustees; *provided, however,* that, except to the extent expressly set forth in Exhibit M to the Governmental Entity Shareholder Direct Settlement Agreement, payments received by the Master Disbursement Trust: (A) on account of the Governmental Entity Shareholder Direct Settlement shall be immediately transferred to the Governmental Remediation Trust and (B) on account of the Tribal Shareholder Direct Settlement Agreement shall be immediately transferred to the Tribe Trust, and the amounts in (A) and (B) shall not be used to fund a Replenishment Transfer, to fund the MDT Operating Reserve, or to pay the MDT Claims, and (ii) held by the Master Disbursement Trust in a segregated account and administered by the MDT Trustees on and after the Effective Date.

"***MDT PI Claim***" means the beneficial interest in the Master Disbursement Trust granted to the PI Trust pursuant to the Private Entity Settlements, which interest shall entitle the PI Trust to (i) the payments of the amounts set forth in Section 5.2(e)(iii) of the Plan which, for the avoidance of doubt, shall be allocated only to the Non-NAS PI Portion, and (ii) the reversion rights from the Special Operating Reserve set forth in the Plan and the Master Shareholder Settlement Agreement.

"***MDT Priority Waterfall***" means the priority waterfall applicable to the Master Disbursement Trust set forth in Section 5.2(g) of the Plan.

"***MDT Private Claims***" means, collectively, the MDT Healthcare Provider Claim, the MDT ERP Claim, the MDT TPP Claim and the MDT PI Claim.

"***MDT Public School Districts Claim"*** means the beneficial interest in the Master Disbursement Trust granted to the Public School Trust, which interest shall entitle the Public School Trust to (i) the reversion rights from the Special Operating Reserve set forth in the Plan and the Master Shareholder Settlement Agreement, and (ii) payments to its benefit in the amounts set forth in the second sentence of Section 5.2(f)(ii).

"***MDT Shareholder Insurance Rights***" means any and all rights, titles, privileges, interests, claims, demands or entitlements of the Shareholder Released Parties to any proceeds, payments, benefits, Causes of Action, choses in action, defense or indemnity arising under, or attributable to, any and all MDT Insurance Policies and MDT Insurance Collateral, now existing or hereafter arising, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, disputed or undisputed, fixed or contingent. For the avoidance of doubt and without in any way limiting the foregoing, "MDT Shareholder Insurance Rights" include (i) any rights of the Shareholder Released Parties to proceeds of MDT Insurance Policies, and MDT Insurance Collateral and (ii) the right to enforce any Insurance Company's obligation to the Shareholder Released Parties under any MDT Insurance Policies and MDT Insurance Collateral. Solely in connection with the term MDT Shareholder Insurance Rights, the MDT Insurance Collateral excludes the Purdue Insurance Collateral in respect of the Isosceles Insurance Ltd. policy number PPLP-01/2019 (for all other purposes the MDT Insurance Collateral includes such Purdue Insurance Collateral).

"***MDT Shareholder Rights***" means, subject in all respects to the Shareholder Settlements (including the Shareholder Releases and the Channeling Injunction) (i) any and all rights, titles, privileges, interests, claims, demands and entitlements of the Debtors arising under, or attributable to, any Causes of Action or choses in action against, or proceeds, payments, benefits or indemnities from, Shareholder Release Snapback Parties, including without limitation to the extent arising under, or attributable to, the Master Shareholder Settlement Agreement and any related security agreements, documents, agreements or instruments, in each case whether now existing or hereafter arising, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, disputed or undisputed, fixed or contingent and (ii) the MDT Shareholder Insurance Rights.

"***MDT TPP Claim***" means the beneficial interest in the Master Disbursement Trust granted to the TPP Trust pursuant to the Private Entity Settlements, which interest shall entitle the TPP Trust to the reversion rights from the Special Operating Reserve set forth in the Plan and the Master Shareholder Settlement Agreement.

"***MDT Transferred Assets***" means all right, title and interest of the Debtors (or, solely with respect to the MDT Shareholder Insurance Rights, of the Shareholder Released Parties) arising under, or attributable to, (i) the MDT Operating Reserve, (ii) the MDT Causes of Action, (iii) the MDT Insurance Rights, (iv) the MDT Shareholder Rights, (v) any other Excluded Assets identified in the MDT Agreement and (vi) any Surplus Reserve Cash to be distributed to the Master Disbursement Trust, upon the identification thereof by the Plan Administration Trustee or the dissolution of the Plan Administration Trust, in accordance with Section 5.14(b) of the Plan. For the avoidance of doubt, "MDT Transferred Assets" shall not include any Causes of Action against any Released Party.

"***MDT Tribe Interest***" means the beneficial interest in the Master Disbursement Trust granted to the Tribe Trust under the Plan pursuant to the Public Entity Settlements, which interest shall entitle the Tribe Trust to its share of distributions of MDT Distributable Value in accordance with Section 5.2(f)(i)(A) of the Plan and the MDT Priority Waterfall and the reversion rights from the Special Operating Reserve set forth in the Plan, the Master Shareholder Settlement Agreement, and the Tribal Shareholder Direct Settlement Agreement, as applicable.

"***MDT Trustees***" means the trustees of the Master Disbursement Trust appointed in accordance with Section 5.6(d) of the Plan.

"***Mediation***" means the mediation authorized by the Bankruptcy Court and described in the Mediation Orders.

"***Mediation Orders***" means the following orders of the Bankruptcy Court: *Order Appointing Mediators* [D.I. 895]; *Order Expanding Scope of Mediation* [D.I. 1756]; *Order Establishing the Terms and Conditions of Mediation Before the Honorable Shelley C. Chapman* [D.I. 2879]; *Order Establishing the Terms and Conditions of Mediation Before the Honorable Shelley C. Chapman* [D.I. 4261]*; Order Extending Termination Date Under the Terms and Conditions of Mediation Before the Honorable Shelley C. Chapman* [D.I. 4286]; *Order Further Extending Termination Date Under the Terms and Conditions of Mediation Before the Honorable Shelley C. Chapman* [D.I. 4319]; *Third Order Extending Termination Date Under the Terms and Conditions of Mediation Before the Honorable Shelley C. Chapman* [D.I. 4339]; *Third [SIC] Order Extending Termination Date Under the Terms and Conditions of Mediation Before the Honorable Shelley C. Chapman* [D.I. 4370]; *Order Expanding the Scope of Mediation Before the Honorable Shelley C. Chapman* [D.I. 4609]; *Order Appointing the Honorable Shelley C. Chapman (Ret.) and Eric D. Green as Co-Mediators and Establishing Terms and Conditions Of Mediation* [D.I. 6537]; *Amended Order Appointing the Honorable Shelley C. Chapman (Ret.) and Eric D. Green as Co-Mediators and Establishing Terms and Conditions Of Mediation* [D.I. 6682]; *Second Amended Order Appointing the Honorable Shelley C. Chapman (Ret.) and Eric D. Green as Co-Mediators and Establishing Terms and Conditions Of Mediation* [D.I. 6749]; *Third Amended Order Appointing the Honorable Shelley C. Chapman (Ret.) and Eric D. Green as Co-Mediators and Establishing Terms and Conditions Of Mediation* [D.I. 6906]; *Fourth Amended Order Appointing the Honorable Shelley C. Chapman (Ret.) and Eric D. Green as Co-Mediators and Establishing Terms and Conditions Of Mediation* [D.I. 6980]; *and Fifth Amended Order Appointing the Honorable Shelley C. Chapman (Ret.) and Eric D. Green as Co-Mediators and Establishing Terms and Conditions Of Mediation* [D.I. 7058].

"***Medicaid Program***" has the meaning set forth in Section 10.20(d) of the Plan.

"***Minimum Required Settlement Payment***" means, with respect to an SSA Payment Date, the minimum amount payable by the Shareholder Payment Parties under the Shareholder Settlement Agreements on such SSA Payment Date.

"***MSGE Fee Allocation Agreement***" means the agreement entered into on October 9, 2020, by and between the MSGE Group and the MDL Plaintiffs' Executive Committee, which is attached hereto as Exhibit D of the Plan.

"***MSGE Group***" means the Multi-State Governmental Entities Group identified in the *Second Amended Verified Statement of the Multi-State Governmental Entities Group Pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure* [D.I. 1794], as amended from time to time; *provided, however*, that, notwithstanding anything herein to the contrary, the MSGE Group shall be a "Governmental Consent Party" and shall have the same consent rights, appointment or selection rights, and any other rights or obligations afforded to the Ad Hoc Committee, such rights not to be reduced or modified without the written consent of the MSGE Group. The foregoing shall not give the MSGE Group any independent or individual rights to make any unilateral decisions, including to appoint or select any trustees, managers, directors, or officers under the Plan. Notwithstanding anything herein to the contrary, the sole remedy of the MSGE Group in respect of its rights hereunder shall be the termination of the Term Sheet (as defined in the MSGE Group Reimbursement Motion) by written notice and withdrawal of the MSGE Group's support of the Plan.

"***MSGE Group Reimbursement Motion***" means the *Debtors' Motion to Enter into Term Sheet with and Pay Certain Fees and Expenses of the Multi-State Governmental Entities Group* [D.I. 2580].

"***MSGE Group Reimbursement Order***" means the *Order Authorizing the Debtors to Enter into Term Sheet with and Pay Certain Fees and Expenses of the Multi-State Governmental Entities Group* [D.I. 2695].

"***NAS Child***" means a natural person who has been diagnosed by a licensed medical provider with a medical, physical, cognitive or emotional condition resulting from such natural person's intrauterine exposure to opioids or opioid replacement or treatment medication, including but not limited to the condition known as neonatal abstinence syndrome.

"***NAS Committee***" means the Ad Hoc Committee of NAS Children identified in the *First Amended Verified Statement of the Ad Hoc Committee of NAS Children Pursuant to Bankruptcy Rule 2019* [D.I. 1582].

"***NAS Medical Expense Claim Settlement Reserve Amount***" means $835,900 from amounts received by the PI Trust from the Initial NAS PI Distribution.

"***NAS PI Channeled Claim***" means (i) any NAS PI Claim or (ii) any Released Claim or Shareholder Released Claim that is held by a Holder of an NAS PI Claim for alleged opioid-related personal injury to an NAS Child or that is a similar opioid-related Cause of Action asserted by or on behalf of an NAS Child, in each case, that arose prior to the Petition Date (in the case of Third-Party Released Claims, solely to the extent that such Holder of an NAS PI Claim is a Settling Creditor), that is not a Third-Party Payor Channeled Claim or a Healthcare Provider Channeled Claim, or held by a Domestic Governmental Entity. NAS PI Channeled Claims shall be channeled to the PI Trust in accordance with the Plan and Master TDP.

"***NAS PI Claim***" means any Claim against any Debtor that is for alleged opioid-related personal injury to an NAS Child or similar opioid-related Cause of Action against any Debtor asserted by or on behalf of an NAS Child, including, for the avoidance of doubt, Claims held on account of an NAS Child and that relate to medical monitoring support, educational support, vocational support, familial support or similar related relief, in each case, that arose prior to the Petition Date, and that is not a Third-Party Payor Claim or a Healthcare Provider Claim, or held by a Domestic Governmental Entity.

"***NAS PI Direct Claim Settlement Retained Payment Amount***" means the portion of the Maximum NAS PI Shareholder Direct Settlement Amount allocable to Holders of Direct Settlement Eligible NAS PI Claims that are Non-Settling Creditors (if any) that would have otherwise been distributed to such Holders pursuant to the NAS PI TDP had they been Settling Creditors, and which amount shall be retained by the Shareholder Payment Parties.

"***NAS PI Portion***"means (i) the Initial NAS PI Distribution, and (ii) 16.2438% of amounts distributed to the PI Trust on account of the MDT PI Claim other than the PI Trust Obligation.

"***NAS PI TDP***" means the trust distribution procedures to be implemented by the PI Trust with respect to NAS PI Channeled Claims, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the NAS Committee, and reasonably acceptable to the Ad Hoc Group of Individual Victims, the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***Native American Tribe Group***" means the group consisting of the Muscogee (Creek) Nation, a member of the Ad Hoc Committee, the Cheyenne & Arapaho Tribes, an ex officio member of the

Creditors' Committee, and other Tribes represented by various counsel from the Tribal Leadership Committee and the MDL Plaintiffs' Executive Committee.

"***NewCo***" means a newly formed Delaware limited liability company to be created in accordance with Section 5.4 of the Plan to directly or indirectly receive the NewCo Transferred Assets and operate such NewCo Transferred Assets in accordance with the NewCo Operating Agreement, the NewCo Governance Covenants and the NewCo Operating Injunction.

"***NewCo Distributable Cash***" means, as of the end of any calendar year, all unrestricted Cash and cash equivalents held by NewCo and NewCo's Subsidiaries (as reflected, or as would be reflected on a consolidated balance sheet of NewCo and NewCo's Subsidiaries as of such date in accordance with GAAP) in excess of the amount determined by the NewCo Managers in their discretion to be appropriate to reserve to pay NewCo's incurred and forecasted costs, expenses, fees, taxes, disbursements, debts or obligations, including without limitation operating expenses, research and development expenses, and Public Health Initiative expenditures.

"***NewCo Governance Covenants***" means the provisions contained in the Confirmation Order that will bind NewCo, and any successor owner of NewCo's opioid business, to covenants to ensure that NewCo (i) provides all of its products, including all opioid products, in a safe manner that limits the risk of diversion, (ii) complies with its obligations under the Public Entity Settlements and the Private Entity Settlements, (iii) pursues and implements Public Health Initiatives, and (iv) otherwise operates in accordance with NewCo's purpose and takes into account long-term public health interests relating to the opioid crisis and responsible and transparent practices in management of a pharmaceutical business, which covenants shall be acceptable to the DOJ and the Governmental Consent Parties and reasonably acceptable to the Debtors; *provided* that the covenants in respect of the foregoing clause (ii) shall be acceptable to the DOJ and reasonably acceptable to the Debtors, the Creditors' Committee and the Governmental Consent Parties.

"***NewCo Interest***" means the sole limited liability company interest in NewCo, which shall be held by the Foundation as of the Effective Date pursuant to the Public Entity Settlements, representing 100% of the voting Interests in NewCo.

"***NewCo Managers***" means the members of the board of managers of NewCo appointed in accordance with Section 5.4(d) of the Plan.

"***NewCo Monitor***" means the monitor appointed in accordance with Section 5.4(h) of the Plan to review NewCo's compliance with the NewCo Operating Injunction.

"***NewCo Operating Agreement***" means the limited liability company agreement of NewCo, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the DOJ and the Governmental Consent Parties and reasonably acceptable to the Debtors, and which shall be filed by the Debtors with the Plan Supplement.

"***NewCo Operating Injunction***" means a voluntary injunction to be contained in the Confirmation Order that will bind NewCo, and any successor owner of NewCo's opioid business, to injunctive relief substantially similar to the voluntary injunction set forth in Appendix I to the Preliminary Injunction, with any such changes to such voluntary injunction as may be agreed by the Debtors and the Governmental Consent Parties based upon good-faith discussions and in furtherance of NewCo's purpose as set forth in Section 5.4(b) of the Plan.

"***NewCo Transfer Agreement***" means one or more agreements transferring the NewCo Transferred Assets, and all documents and information of the Debtors related thereto, from the Debtors to

NewCo or one of its Subsidiaries (or the transfer of the Transferred Debtors to NewCo or one of its Subsidiaries and the re-vesting of the NewCo Transferred Assets held by such Transferred Debtors in such Transferred Debtors), the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors, the DOJ and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***NewCo Transferred Assets***" means (i) the Initial NewCo Cash and (ii) all non-Cash Assets of the Debtors on the Effective Date (prior to giving effect to the Restructuring Transactions) other than the Excluded Assets. For the avoidance of doubt, all Retained Causes of Action against Co-Defendants and ongoing commercial counterparties of NewCo and any Estate Surviving Pre-Effective Date Claims shall be NewCo Transferred Assets.

"***Non-Federal Acute Care Hospital***" means and includes (i) all non-federal acute care hospitals as defined by the Centers for Medicare & Medicaid Services, and (ii) all non-federal hospitals and hospital districts that are required by law to provide inpatient acute care and/or fund the provision of inpatient acute care.

"***Non-Federal Domestic Governmental Channeled Claim***" means (i) any Non-Federal Domestic Governmental Claim or (ii) any Claim held by a Domestic Governmental Entity that is released pursuant to the Governmental Entity Shareholder Direct Settlement, other than the United States or a Tribe. Non-Federal Domestic Governmental Channeled Claims shall be channeled to the Governmental Remediation Trust in accordance with the Plan and Governmental Remediation Trust Documents.

"***Non-Federal Domestic Governmental Claim***" means any Claim against any Debtor that is held by a Domestic Governmental Entity other than the United States or a Tribe (including any Claim based on the subrogation rights of the Holder thereof that is not an Other Subordinated Claim), and that is not a Priority Tax Claim.

"***Non-Hospital Healthcare Provider Claim***" means any Healthcare Provider Claim, for which a Proof of Claim was timely filed by the applicable Bar Date, that is held by a non-Hospital provider of healthcare treatment services or any social services, in its capacity as such.

"***Non-NAS PI Channeled Claim***" means (i) any Non-NAS PI Claim or (ii) any Released Claim or Shareholder Released Claim that is held by a Holder of a Non-NAS PI Claim that is for alleged opioid-related personal injury or that is a similar opioid-related Cause of Action, in each case, that arose prior to the Petition Date (in the case of Third-Party Released Claims, solely to the extent that such Holder of a Non-NAS PI Claim is a Settling Creditor), that is not an NAS PI Channeled Claim, a Third-Party Payor Channeled Claim, or a Healthcare Provider Channeled Claim, or held by a Domestic Governmental Entity. Non-NAS PI Channeled Claims shall be channeled to the PI Trust in accordance with the Plan and Master TDP.

"***Non-NAS PI Claim***" means any Claim against any Debtor that is for alleged opioid-related personal injury or other similar opioid-related Cause of Action against any Debtor, in each case, that arose prior to the Petition Date, and that is not an NAS PI Claim, a Third-Party Payor Claim, or a Healthcare Provider Claim, or held by a Domestic Governmental Entity.

"***Non-NAS PI Direct Claim Settlement Retained Payment Amount***" means the portion of the Maximum Non-NAS PI Shareholder Direct Settlement Amount allocable to Holders of Direct Settlement Eligible Non-NAS PI Claims that are Non-Settling Creditors (if any) that would have otherwise been distributed to such Holders pursuant to the Non-NAS PI TDP had they been Settling Creditors, and which amount shall be retained by the Shareholder Payment Parties.

"***Non-NAS PI Portion***" means (i) the Initial Non-NAS PI Distribution, (ii) 83.7562% of amounts distributed to the PI Trust on account of the MDT PI Claim other than the PI Trust Obligation, and (iii) the PI Trust Obligation distributed to the PI Trust on account of the MDT Claim.

"***Non-NAS PI TDP***" means the trust distribution procedures to be implemented by the PI Trust with respect to Non-NAS PI Channeled Claims, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Ad Hoc Group of Individual Victims, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***Non-Opioid Excluded Claim***" means a Cause of Action by a Person that is not a Debtor, an Estate, the Master Disbursement Trust, a Creditor Trust, the Plan Administration Trust or any successor of any of the foregoing against a Shareholder Released Party to the extent such Cause of Action (i) does not arise from or relate to Opioid-Related Activities, Pending Opioid Actions or opioid use or misuse or the consequences thereof; (ii) is not based upon and does not arise from the same allegations, facts or evidence as any Pending Opioid Action; (iii) does not allege (expressly or impliedly) any liability of such Shareholder Released Party that is derivative of any liability of any Debtor or any of their Estates, including, but not limited to, by making allegations (expressly or impliedly) that such Shareholder Released Party is directly or indirectly liable for the conduct of or a Cause of Action against a Debtor by reason of such Shareholder Released Party's (A) direct or indirect ownership of an Interest in a Debtor, a past or present affiliate of a Debtor, or a predecessor in interest of a Debtor; (B) involvement in the management of a Debtor or a predecessor in interest of a Debtor, or service as an officer, director or employee of a Debtor or a related party; or (C) involvement in a transaction changing the corporate structure, or in a loan or other financial transaction affecting the financial condition, of the Debtor or a related party, including but not limited to involvement in providing financing (debt or equity), or advice to an entity involved in such a transaction, or acquiring or selling a financial interest in an entity as part of such a transaction; and (iv) has been authorized to proceed by the Bankruptcy Court in accordance with Section 11.1(f) of the Plan. As used in this definition of Non-Opioid Excluded Claim, the term "related party" has the same meaning as in 11 U.S.C. § 524(g)(4)(A)(iii).

"***Non-Participating***" with respect to Channeled Claim(s) means any Channeled Claim(s) held by a Non-Settling Creditor.

"***Non-Participating Channeled Claims***" means any Channeled Claim held by a Non-Settling Creditor as of the Effective Date, in each case, until such Channeled Claim is either: (i) Allowed in accordance with Sections 7.6 or 7.9 of the Plan, or (ii) Disallowed by Final Order.

"***Non-Party Covered Conduct Claim***" means a Cause of Action against any Non-Released Party involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Shareholder Released Party).

"***Non-Party Settlement***" means a settlement by any Releasing Party that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Party.

"***Non-PRA Estate Distributions***" means all Estate Distributions that are not PRA Estate Distributions.

"***Non-Released Party***" means any Person or Entity that is not a Released Party or Shareholder Released Party.

*"**Non-Settling Creditor***" means any Holder of a Claim (other than any Holder of a Claim in Classes 11(a), 11(b) and 11(c) that is not an Other GUC Litigation Claim) that is (i) evidenced by a Proof

of Claim timely filed by the applicable Bar Date, or (ii) not required to be evidenced by a filed Proof of Claim under the Plan, the Bankruptcy Code or a Final Order, in each case, that does not consent to the Shareholder Direct Claims Releases pursuant to the Shareholder Release Consent Mechanism applicable to the applicable Class of such Claims. For avoidance of doubt, and notwithstanding the foregoing, Non-Settling Creditors will include (i) Non-Settling States, (ii) Non-Settling Subdivisions, and (iii) Subdivisions that are not Participating Subdivisions.

"***Non-Settling States***" means States that are Non-Settling Creditors.

"***Non-Settling States Holdback Distributions***" means both the (i) the PRA Estate Distributions and (ii) Non-PRA Estate Distributions that would have otherwise been distributed to any Non-Settling States as Estate Distributions had they been Settling States, in accordance with the Governmental Remediation Trust Agreement."***Non-Settling Subdivisions***" means Subdivisions that have timely filed a Proof of Claim against the Debtors and that are not Participating Subdivisions.

"***Non-Settling Subdivisions Holdback Distributions***" means both the (i) the PRA Estate Distributions and (ii) Non-PRA Estate Distributions that would have been distributed to such Non-Settling Subdivisions as Estate Distributions had they been Participating Subdivisions in accordance with the Governmental Remediation Trust Agreement.

"***Notice of Shareholder Release Snapback***" means a notice filed with the Bankruptcy Court by the Master Disbursement Trust pursuant to the Master Shareholder Settlement Agreements providing notice that a Shareholder Family Group is in Specified Breach (as defined in the Shareholder Settlement Agreements) and the Master Disbursement Trust has elected to enforce the Shareholder Release Remedy pursuant to the terms of the Master Shareholder Settlement Agreement and identifying the Breaching Shareholder Family Group and the Designated Shareholder Released Parties subject to such Shareholder Release Remedy.

"***Oklahoma Litigating Political Subdivisions***" means subdivisions located in Oklahoma that are listed in Exhibit E the Plan.

"***Omnibus Claims Objection Order***" has the meaning set forth in Section 7.3(f) of the Plan.

"***Opioid-Related Activities***" means the development, production, manufacture, licensing, labeling, marketing, advertising, promotion, distribution or sale of opioid Products or the use or receipt of any proceeds therefrom, or the use or misuse of opioids, including opioids that are not Products, or any act or failure to act in connection with laws or regulations related to any opioid.

"***Opt-In Settling Creditor***" means any Holder of Claims that consents to the Third-Party Releases through electing to opt-in to the Third-Party Releases on its applicable ballot.

"***Opt-Out Class Action Settlements***" means the (i) Public School District Shareholder Direct Settlement, (ii) Hospital Shareholder Direct Settlement, and (iii) ER Physician Shareholder Direct Settlement.

"***Other Federal Agency Claim***" means any Claim filed by the United States Department of Health and Human Services, the United States Department of Veterans Affairs, the Indian Health Service and the Centers for Medicare & Medicaid Services, set forth in Proof of Claim Nos. 138509, 137406, 137782 and 138522, respectively.

"***Other General Unsecured Claim***" means any Claim against any Debtor that is not an Administrative Claim, a Priority Claim, a Secured Claim, a Federal Government Unsecured Claim, a

Channeled Claim, a Co-Defendant Claim, an Other Subordinated Claim, an Avrio General Unsecured Claim, an Adlon General Unsecured Claim, an Intercompany Claim or a Shareholder Claim.

"***Other General Unsecured Claim Cash***" means $15 million of Effective Date Cash to be used to make Distributions to Holders of Allowed Other General Unsecured Claims.

"***Other GUC Litigation Claims***" means Disputed Other General Unsecured Claims arising from or related to Covered Conduct.

"***Other Priority Claim***" means any Claim against any Debtor that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code and is not an Administrative Claim or a Priority Tax Claim.

"***Other Subordinated Claim***" means any Claim against any Debtor that is subject to subordination under section 509(c) or 510 of the Bankruptcy Code or other applicable law, and that is not a Co-Defendant Claim or a Shareholder Claim. Notwithstanding anything to the contrary outside of this definition in the Plan, any Claim that satisfies the definition of an Other Subordinated Claim shall be an Other Subordinated Claim notwithstanding that such Claim would otherwise satisfy the definition of another type of Claim.

"***Participating Subdivision***" means any Subdivision located in a Settling State, in Oklahoma, or any Subdivision located in a Non-Settling State that subsequently becomes a Settling State, in each case where the Subdivision has executed a joinder to the Governmental Entity Shareholder Direct Settlement and thereby provided the Shareholder Direct Claims Releases.

"***PAT Agreement***" means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Plan Administration Trust, as it may be amended from time to time, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Governmental Consent Parties, and reasonably acceptable to the Creditors' Committee, and which shall be filed by the Debtors with the Plan Supplement.

"***PAT Assets***" means (i) the PAT Reserves, (ii) the PAT Distribution Accounts, (iii) the Retained Causes of Action relating solely to, and only to the extent necessary for, the administration of Claims against the Debtors (other than Channeled Claims), the enforcement of the Plan Administration Trust's rights and the other responsibilities of the Plan Administration Trust, *provided* that no Retained Causes of Action against Excluded Parties shall constitute PAT Assets, except as necessary to object to and resolve any Disputed Claims held by an Excluded Party, (iv) the Excluded Privileged Materials and (v) any other Excluded Assets that are not MDT Transferred Assets.

"***PAT Disputed Claims Reserves***" means the reserves to be established on account of Disputed Avrio General Unsecured Claims, Disputed Adlon General Unsecured Claims and Disputed Other General Unsecured Claims (which may be a single or collective reserve for one or more Classes of Claims). The PAT Disputed Claims Reserves shall be (i) funded on the Effective Date with Effective Date Cash in an amount determined by the Debtors, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties; and (ii) held by the Plan Administration Trust and administered by the Plan Administration Trustee on and after the Effective Date.

"***PAT Distribution Account***" means one or more accounts to be established to make Distributions in respect of Allowed Avrio General Unsecured Claims, Allowed Adlon General Unsecured Claims and Allowed Other General Unsecured Claims (which may be a single or collective account for one or more Classes of Claims). The PAT Distribution Account shall be (i) funded on the Effective Date in accordance with Section 5.14(a) of the Plan in an amount necessary to make Distributions in respect of such

Claims to the extent Allowed as of the Effective Date and periodically funded thereafter in accordance with Section 7.7 of the Plan and (ii) held by the Plan Administration Trust and administered by the Plan Administration Trustee.

"***PAT Distribution Date***" means any date upon which a Distribution is made by the Plan Administration Trustee.

"***PAT Reserves***" means, collectively, the Wind-Up Reserve, the PAT Disputed Claims Reserves, the Disputed Cure Claims Reserve and the Priority Claims Reserve.

"***Patient Settlement Payment***" has the meaning set forth in Section 4.10(d) of the Plan.

"***Payment Remedy***" has the meaning set forth in Section 5.6(f)(i) of the Plan.

"***PBGC***" means the Pension Benefit Guaranty Corporation, a wholly owned United States government corporation, and an agency of the United States created by ERISA.

"***Pending Opioid Actions***" means the judicial, administrative or other actions or proceedings or Causes of Actions that were or could have been commenced before the commencement of the Chapter 11 Cases and that are identified in the charts annexed as Appendix II and Appendix III to the Preliminary Injunction, as well as any other pending actions against any of the Debtors, Released Parties or Shareholder Released Parties alleging substantially similar facts or Causes of Action as those alleged in the actions identified in those appendices.

"***Person***" means an individual (including, without limitation, in his or her capacity as a trustee, protector or executor), corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust or trustee, protector, executor, estate, unincorporated organization, Governmental Unit, Tribe or other Entity.

"***Petition Date***" means September 15, 2019.

"***Petitioner***" has the meaning set forth in Section 5.13(s)(vi) of the Plan.

"***Physician***" means a physician or physician practice group, which shall include, without limitation, ER Physicians.

"***PI and TPP Claims Procedures Order***" means the *Order (I) Appointing PI and TPP Claims Administrators; (II) Authorizing the Establishment of Claims Deadlines and Claims Objection Procedures; and (III) Granting Related Relief* [D.I. 7382].

"***PI Channeled Claim***" means any NAS PI Channeled Claim or Non-NAS PI Channeled Claim.

"***PI Claim***" means any NAS PI Claim or Non-NAS PI Claim.

"***PI Shareholder Direct Settlements***" means the agreements by the Holders of PI Claims to provide, pursuant to the applicable Shareholder Release Consent Mechanism, the Third-Party Releases and be subject to the injunctions set forth in Sections 10.6(b) and 10.7(b) of the Plan in exchange for the consideration contemplated in the Plan and the Master Shareholder Settlement Agreement.

"***PI TDP***" means, collectively or as applicable, (i) with respect to NAS PI Channeled Claims, the NAS PI TDP and (ii) with respect to Non-NAS PI Channeled Claims, the Non-NAS PI TDP.

"***PI Trust***" means the trust to be established in accordance with Section 5.8 of the Plan to (i) assume all liability for the PI Channeled Claims, (ii) hold the MDT PI Claim, collect the Initial PI Trust Distribution and any payments due under the MDT PI Claim in accordance with the Plan, the Private Entity Settlements and the PI Trust Documents, (iii) administer PI Channeled Claims, (iv) make Distributions on account of Allowed PI Channeled Claims in accordance with the PI Trust Documents, (v) hold and administer the Class 10(a) Non-Participating Claims Reserve and the Class 10(b) Non-Participating Claims Reserves on and after the Effective Date, (vi) fund the TPP LRP Escrow Account and make payments therefrom to LRP Participating TPPs, in each case, in accordance with and subject to the terms of the LRP Agreement and (vii) carry out such other matters as are set forth in the PI Trust Documents.

"***PI Trust Agreement***" means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the PI Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Ad Hoc Group of Individual Victims, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***PI Trust Deductions and Holdbacks***" means, collectively or as applicable, the following deductions and holdbacks from Distributions from the PI Trust as required under and subject to the terms of the PI Trust Documents: (i) the deduction of Creditor Trust Operating Expenses of the PI Trust, as required under and subject to the terms of the PI TDP and the PI Trust Agreement, (ii) the holdback of amounts in the TPP LRP Escrow Account and payments therefrom to LRP Participating TPPs, in each case, as required under and subject to the terms of the LRP Agreement, (iii) the deduction of amounts prepaid to the United States under the United States-PI Claimant Medical Expense Claim Settlement, (iv) the deduction of amounts on account of compensation, costs and fees of professionals that represented or advised (a) the Ad Hoc Group of Individual Victims in the event a Final Order is not entered granting a request for the allowance of reasonable and documented fees and expenses incurred by the Ad Hoc Group of Individual Victims under section 503(b) of the Bankruptcy Code; provided that, if a Final Order is entered granting such request in an amount less than the amount requested, then the deduction of the difference between the amount approved by such Final Order and the amount requested and (b) the NAS Committee in connection with the Chapter 11 Cases, in each case as and to the extent provided in the PI TDP and the PI Trust Agreement and subject to Section 5.9(h) of the Plan, and (v) the common benefit assessment required under Section 5.9(d) of the Plan and, where applicable, the fees and costs of a Holder's individual attorney(s), which deduction shall be made by such attorney(s) and reduced by the common benefit assessment in accordance with Section 5.9(d), as and to the extent provided in the PI TDP.

"***PI Trust Documents***"means the PI Trust Agreement, the PI TDP and the LRP Agreement, including all exhibits thereto."***PI Trust NAS Fund***" means a fund established by the PI Trust to make Distributions on account of Allowed NAS PI Channeled Claims and funded with the NAS PI Portion.

"***PI Trust Non-NAS Fund***" means a fund established by the PI Trust to make Distributions on account of Allowed Non-NAS PI Channeled Claims and funded with the Non-NAS PI Portion.

"***PI Trust Obligation***" has the meaning set forth in Section 5.2(e)(iii) of the Plan.

"***PI Trustee***" means the Creditor Trustee of the PI Trust.

"***Plan***" means this joint chapter 11 plan of reorganization for the Debtors, including all appendices, exhibits, schedules and supplements hereto (including the Plan Supplement), as it may be altered, amended or modified from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules and the terms hereof.

"***Plan Administration Trust***" means the trust to be created in accordance with Section 5.3 of the Plan to administer and make Distributions in respect of Claims against the Debtors (other than Channeled Claims and Federal Government Unsecured Claims) and administer the Plan.

"***Plan Administration Trustee***" means the trustee of the Plan Administration Trust appointed in accordance with Section 5.3(c) of the Plan.

"***Plan Documents***" means, collectively, the Plan and all documents to be executed, delivered, assumed or performed in connection with the Restructuring Transaction and the occurrence of the Effective Date, including the documents to be included in the Plan Supplement.

"***Plan Injunction***" means the injunctions issued pursuant to Section 10.5 of the Plan.

"***Plan Settlement***" means the settlement of certain Claims and controversies described in Section 5.2 of the Plan, and as further described and explained in the Disclosure Statement.

"***Plan Supplement***" means the supplement or supplements to the Plan containing certain documents relevant to the implementation of the Plan, which shall include the MDT Documents, the NewCo Transfer Agreement, the NewCo Operating Agreement, the Foundation Bylaws, the Governmental Remediation Trust Documents, the PAT Agreement, the PI Trust Documents (including the LRP Agreement), the Healthcare Provider Trust Documents, the ERP Trust Documents, the TPP Trust Documents, Public School Trust Documents, the Tribe Trust Documents, the identity of the MDT Trustees, the identity of the MDT Advisory Council Representatives, the identity of the NewCo Managers, the identity of the Foundation Trustees, the identity of the Plan Administration Trustee and PPLP Liquidator, the identity of the Creditor Trustees, identity of the Governmental Remediation Trust Trustees, the Schedule of Rejected Contracts, the Schedule of Retained Causes of Action, the Schedule of Excluded Parties, the Master Shareholder Settlement Agreement, and the Restructuring Steps Memorandum.

"***Plea Agreement***" means that certain proposed plea agreement attached as Exhibit B to the DOJ 9019 Motion, as approved by the DOJ 9019 Order, by and among (i) Purdue Pharma L.P. and (ii) the United States, acting through the United States Attorney's Office for the District of New Jersey, the United States Attorney's Office for the District of Vermont, and the United States Department of Justice, Civil Division, Consumer Protection Branch.

"***PPI Interest***" means any Interest in Purdue Pharma Inc., whether held directly or indirectly, that existed immediately before the Effective Date.

"***PPLP***" means Purdue Pharma L.P.

"***PPLP Dissolution Date***" means the date on which the PPLP Liquidator dissolves PPLP in accordance with Section 5.15(d) of the Plan.

"***PPLP Interest***" means any Interest in PPLP, whether held directly or indirectly, that existed immediately before the Effective Date.

"***PPLP Liquidator***" means the person appointed in accordance with Section 5.15(c) of the Plan, who will be the same individual appointed as the Plan Administration Trustee.

"***PRA L.P***." means Pharmaceutical Research Associates L.P.

"***PRA Estate Distributions***" means the portion of the Estate Distributions for each Class that is attributable to amounts received from PRA L.P. and/or from Effective Date Cash.

"***Preliminary Injunction***" means the *Seventeenth Amended Order Pursuant to 11 U.S.C. § 105(a) Granting Motion for a Preliminary Injunction*, Adv. Pro. No. 19-08289 (RDD) [D.I. 254], as amended from time to time.

"***Prepayment Date***" shall have the meaning ascribed to such term in the Master Shareholder Settlement Agreement.

"***Prepetition Oklahoma Settlement***" has the meaning set forth in Section 5.2(f)(i)(D) of the Plan.

"***Priority Claim***" means any Priority Tax Claim or Other Priority Claim.

"***Priority Claims Reserve***" means a reserve to be established to pay Allowed Administrative Claims (other than Professional Fee Claims, which shall be paid from the Professional Fee Escrow Account in accordance with Section 2.1(b) of the Plan, and the DOJ Forfeiture Judgment Claim, which shall be paid in accordance with Section 2.3 of the Plan), Allowed Secured Claims and Allowed Priority Claims. The Priority Claims Reserve shall be (i) funded on the Effective Date with Cash and cash equivalents of the Debtors in an amount determined by the Debtors and reasonably acceptable to the Governmental Consent Parties, in consultation with the Creditors' Committee, and (ii) held by the Plan Administration Trust in a segregated account and administered by the Plan Administration Trustee on and after the Effective Date.

"***Priority Tax Claim***" means any Claim against any Debtor that is held by a Governmental Unit and of the kind entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

"***Private Claimants' Priority Reversion***" means, on any date of determination, an amount equal to $19.8 million *less* the total Litigation Costs (as defined in the Master Shareholder Settlement Agreement) paid from the Special Operating Reserve for claims pursued by any Non-Settling Creditors in their respective Class as of such date.

"***Private Creditor Trusts***" means the Healthcare Provider Trust, the ERP Trust, the TPP Trust, and the PI Trust.

"***Private Entity Settlements***" means the settlement of Healthcare Provider Channeled Claims, Third-Party Payor Channeled Claims, the ER Physician Channeled Claims and PI Channeled Claims provided for under the Plan, as set forth in Section 5.2(e) of the Plan.

"***Privilege***" means any attorney-client privilege, work-product protection, joint defense or common interest privilege or other privilege or protection of immunity (i) held by any or all of the Debtors or their Estates, (ii) held by the board of directors (or similar body) or any special committee of the board of directors (or similar body) of any of the Debtors or (iii) attaching to any documents, communications, or thing (whether written or oral), including, but not limited to, electronic information relating to any Purdue Insurance Rights or Estate Causes of Action. Correlative terms such as "Privileged" have correlative meanings. Documents or information that are or have been subject to a clawback request by Debtors in the Purdue Legal Matters are Privileged.

"***Pro Rata Share***" means, with respect to an Allowed Other General Unsecured Claim, the proportion that such Allowed Claim bears to the aggregate amount of Allowed Other General Unsecured Claims and Disputed Other General Unsecured Claims.

"***Products***" means any and all products developed, designed, manufactured, marketed or sold, in research or development, or supported by, the Debtors, whether work in progress or in final form, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such product, including, but not limited to (a) any such products that are: (i) an opioid or opiate, as well as any product containing any such substance; or (ii) benzodiazepine, carisoprodol, or gabapentin; or (iii) a combination or "cocktail" of chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates and (b) any such product consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

"***Professional Fee Claim***" means a Claim for services or costs incurred in connection with such services, on or after the Petition Date and on or prior to the Effective Date, in each case by Professional Persons that remains unpaid as of the Effective Date, less any existing amounts held as a fee advance, retainer, or as security by a Professional Person that such Professional Person is authorized to use to satisfy Allowed Professional Fee Claims pursuant to the Interim Compensation Order or an order of the Bankruptcy Court authorizing the retention of such Professional Person (other than a reasonable retainer to cover post-Effective Date work); *provided* that, notwithstanding the foregoing, (i) the Professional Fee Claims of the Professional Persons retained by the Ad Hoc Committee shall be subject to the terms of the AHC Reimbursement Agreement Assumption Order and shall also include fees and expenses incurred prior to the Petition Date as and to the extent set forth in the AHC Reimbursement Agreement Assumption Order, and (ii) the Professional Fees Claims of the Professional Persons retained by the MSGE Group shall be subject to the terms of the MSGE Group Reimbursement Order.

"***Professional Fee Escrow Account***" means an account funded by the Debtors in Cash on or before the Effective Date to satisfy Allowed Professional Fee Claims in accordance with Section 2.1(b) of the Plan.

"***Professional Person***" means (i) any Person retained by order of the Bankruptcy Court in connection with these Chapter 11 Cases pursuant to section 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court, (ii) each of the professionals for the Ad Hoc Committee, as and to the extent authorized by the AHC Reimbursement Agreement Assumption Order, and (iii) each of the professionals for the MSGE Group, as and to the extent authorized by the MSGE Group Reimbursement Order.

"***Proof of Claim***" means a proof of Claim against any of the Debtors filed in the Chapter 11 Cases in accordance with section 501 of the Bankruptcy Code.

"***Protected Information***" has the meaning set forth in Section 5.13(o)(i) of the Plan.

"***Protected Parties***" means, collectively, (i) the Debtors, (ii) each of the Debtors' Related Parties, (iii) NewCo, (iv) the Foundation, (v) the Plan Administration Trust, (vi) the Master Disbursement Trust, except, solely to the extent provided in the Master TDP and the Governmental Remediation Trust Documents, with respect to the Channeled Claims channeled to the Master Disbursement Trust, (vii) each Creditor Trust, except, solely to the extent provided in the applicable Creditor Trust TDP, with respect to the Channeled Claims channeled to such Creditor Trust and (viii) the Shareholder Released Parties, subject to Section 10.8(c) of the Plan with respect to the Shareholder Release Snapback Parties.

"***Protective Order***" means the *Third Amended Protective Order*, 19-23649 (RDD) [D.I. 1935], as amended.

"***Public Creditor Trust Distributions***" means any and all payments, transfers and distributions from or on behalf of the Debtors or the Master Disbursement Trust to either of the Public Creditor Trusts, including without limitation the Initial Public Creditor Trust Distributions and all distributions of MDT Distributable Value received by a Public Creditor Trust.

"***Public Creditor Trusts***" means Governmental Remediation Trust and the Tribe Trust.

"***Public Document Repository***" means the public document repository to be established as set forth in Section 5.13 of the Plan.

"***Public Entity Allocation***" means the allocations of Public Creditor Trust Distributions between Governmental Remediation Trust and the Tribe Trust as set forth in Section 5.2(f)(i)(B) of the Plan.

"***Public Entity Settlements***" means the settlement of Non-Federal Domestic Governmental Channeled Claims, Tribe Channeled Claims and Public School Channeled Claims provided for under the Plan, as set forth in Section 5.2(f) of the Plan.

"***Public Health Initiatives***" means the development and distribution of medicines to treat opioid addiction and reverse opioid overdoses.

"***Public School Channeled Claim***" means (i) any Public School Claim or (ii) any Claim held by a Public School District that is released pursuant to the Public School District Shareholder Direct Settlement Agreement. Public School Channeled Claims shall be channeled to the Public School Trust in accordance with the Plan and Master TDP.

"***Public School Claims***" means any Claim against any Debtor that is held by a Public School District, in its capacity as such.

"***Public School District***" means an elementary, middle, or secondary public school district in the United States, in its capacity as such, that (i) has filed one or more Proofs of Claim; (ii) has a student population greater than 5,000 students; or (iii) has filed cases against the opioid industry in MDL 2804 McKinsey or other courts.

"***Public School District Claimants***" means the public school districts identified in the (i) *Verified Statement of Binder & Schwartz LLP Under Federal Rule of Bankruptcy Procedure 2019* [D.I. 2707] and (ii) *Verified Statement of Hughes Socol Piers Resnick & Dym, Ltd. and Cocounsel under Federal Rule of Bankruptcy Procedure 2019* [D.I. 2304], each as may be amended from time to time.

"***Public School District Shareholder Direct Settlement***" means the settlement set forth in the Public School District Shareholder Direct Settlement Agreement.

"***Public School District Shareholder Direct Settlement Agreement***" means the settlement agreement which shall be filed by the Debtors with the Plan Supplement.

"***Public School TDP***" means the trust distribution procedures to be implemented by the Public School Trust setting forth the procedures for distributions from the Public School Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Public School District Claimants, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***Public School Trust***" means a trust called the Public Schools' Special Education Initiative Trust which shall, on the terms described in the Public School Trust Agreement and in accordance with Section 5.8 of the Plan (i) assume all liability for the Public School Channeled Claims, (ii) hold the MDT Public School District Claim and collect the Initial Public Schools Distribution and additional payments due under the MDT Public School District Claim in accordance with the Public Entity Settlements and the Public School Trust Documents (after deduction of any required payments to the Common Benefit Fund and/or in respect of attorneys' fees and expenses of the Public School District Claimants in accordance with Section 5.9(d) and (i) of the Plan), (iii) administer Public School Channeled Claims, (iv) hold and administer the Class 6 Non-Participating Claims Reserve on and after the Effective Date, (v) hold the Class 6 Released Claims Reserve on and after the Effective Date and (vi) make Distributions in accordance with the Public School TDP.

"***Public School Trust Agreement***" means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the Public School Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Public School District Claimants, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***Public School Trust Documents***" means the Public School Trust Agreement and the Public School TDP.

"***Purdue***" has the meaning set forth in the introductory paragraph of this Plan.

"***Purdue Insurance Collateral***" means any collateral the Debtors have provided or set aside to secure obligations under any Purdue Insurance Policy.

"***Purdue Insurance Policies***" means any primary, umbrella, excess, fronting or other insurance policy, whether known or unknown, issued to or that provides or may provide coverage or benefits at any time to any of the Debtors or under which any of the Debtors have sought or may seek coverage or benefits, including, without limitation, any such policy for directors' and officers' liability, general liability, product liability, property, workers' compensation or fiduciary liability, or any other coverage, and all agreements, documents or instruments relating thereto including, without limitation, any agreement with a third-party administrator for claims handling, risk control or related services, that (i) were issued prior to the Effective Date and (ii) cover periods that are, in whole or in part, prior to the Effective Date. For the avoidance of doubt, Purdue Insurance Policies shall not include any insurance policy that was issued exclusively to and that exclusively benefits and exclusively provides coverage to Persons who are neither Debtors nor predecessors of a Debtor nor current or former officers, directors or shareholders of any of the Debtors.

"***Purdue Insurance Rights***" means any and all rights, titles, privileges, interests, claims, demands or entitlements of the Debtors to any proceeds, payments, benefits, Causes of Action, choses in action, defense or indemnity arising under, or attributable to, any and all Purdue Insurance Policies or Purdue Insurance Collateral, now existing or hereafter arising, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, disputed or undisputed, fixed or contingent. For the avoidance of doubt, "Purdue Insurance Rights" include any rights of the Debtors to proceeds of Purdue Insurance Policies and Purdue Insurance Collateral.

"***Purdue Insurance Stipulation***" means the *Stipulation and Agreed Order Granting Joint Standing to Prosecute Claims and Causes of Action Related to the Debtors' Insurance Coverage to (1) the Official Committee of Unsecured Creditors and (2) the Ad Hoc Committee of Government and Other Contingent Litigation Claimants* [D.I. 2305].

"***Purdue Legal Matter***" means (i) these Chapter 11 Cases, the Plan or the Restructuring Transactions, (ii) the Pending Opioid Actions, (iii) any other ongoing or completed action or proceeding, whether commenced by a Governmental Unit or any other Person, or government investigation, in each case, relating generally to the same or similar subject matter of the actions and proceedings subject to the Preliminary Injunction, (iv) any ongoing or completed action or investigation by the DOJ, including any cooperation obligation arising out of any such action or investigation or (v) any mediation or settlement related to the same or similar subject matter of any of the foregoing.

"***Purdue Monitor***" means the monitor retained pursuant to the voluntary injunction set forth in Appendix I to the Preliminary Injunction.

"***Purdue Oklahoma Subdivision Fund***" means the fund designated for the Oklahoma subdivisions in the State of Oklahoma's pre-petition settlement with the Debtors and certain of the Sackler Parties and/or their Related Parties.

"***Purdue Pension Plan***" means the Purdue Pharma L.P. Pension Plan, a single-employer defined benefit pension plan covered by Title IV of ERISA.

"***Ratepayer Mediation Participants***" means the proposed representatives of classes of privately insured parties who are plaintiffs and proposed class representatives identified in the Amended Verified Statement of Stevens & Lee, P.C. Pursuant to Bankruptcy Rule 2019 [D.I. 333].

"***Ratepayer Mediation Participants Stipulation***" means a stipulation to be entered into among the Debtors, the Ratepayer Mediation Participants and the Sackler Parties pursuant to which (i) the Ratepayer Mediation Participants will agree to (a) withdraw all proofs of claim filed by the Ratepayer Mediation Participants and (b) not to prosecute further litigation on grounds similar to those represented by such proofs of claim against the Shareholder Released Parties; (ii) the Ratepayer Mediation Participants agree to support this Plan; and (iii) the Ratepayer Mediation Participants will receive $1.4 million in professional fees for services rendered in connection with the Chapter 11 Cases.

"***Reciprocal Releasee***" means each of the following: (i) the Debtors and their Estates and (ii) each Party granting the Third-Party Releases pursuant to the applicable Shareholder Release Consent Mechanism.

"***Reinstated***" means, with respect to any Claim against or Interest in a Debtor, that such Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.

"***Related Parties***" means, with respect to a Person, (i) such Person's predecessors, successors, assigns, Subsidiaries, affiliates, managed accounts or funds, past, present and future officers, board members, directors, principals, agents, servants, independent contractors, co-promoters, third-party sales representatives, medical liaisons, members, partners (general or limited), managers, employees, subcontractors, agents, advisory board members, financial advisors, attorneys and legal representatives, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals and advisors, trusts (including trusts established for the benefit of such Person), trustees, protectors, beneficiaries, direct or indirect owners and/or equityholders, parents, transferees, heirs, executors, estates, nominees, administrators, and legatees, in each case in their respective capacities as such; (ii) the Related Parties of each of the foregoing, in each case in their respective capacities as such; and (iii) solely with respect to the Settling Co-Defendants, any insurer of any Settling Co-Defendant solely in its capacity as such (and specifically excluding certain insurers of the Debtors that have issued, are responsible for, or have liability on account of insurance rights arising out of or in connection with Opioid-Related Activities, solely in such insurers capacities as such). For the avoidance of doubt, the citizens and residents of a State shall not be deemed to be Related Parties of such State solely as a result of being citizens

or residents of such State; provided, however, that notwithstanding the foregoing, in no event shall an Excluded Party be a Related Party.

"***Relativity Database***" has the meaning set forth in Section 5.13(g) of the Plan.

"***Released Claims***" means any Causes of Action released pursuant to Section 10.6(a) and (b) of the Plan.

*"**Released Claims Reserves***" means separate interest-bearing escrow accounts established on the Effective Date by each Creditor Trust, with the Master Disbursement Trust serving as administrative agent in relation thereto, to hold amounts released from the Creditor Trust PRA Non-Participating Claims Reserves pursuant to Section 7.8 of this Plan upon the disallowance of Non-Participating Channeled Claims.

"***Released Parties***" means, collectively, (i) the Debtors, (ii) each of the Debtors' Related Parties, solely in their respective capacities as such, and (iii) solely for purposes of the releases by the Debtors in Section 10.6(a) of the Plan, (A) the Supporting Claimants, the Creditors' Committee and the Creditors' Committee's members and each of their respective professionals, in each case solely in their respective capacities as such and (B) the Settling Co-Defendants and each of their Related Parties, in each case solely in their respective capacities as such; *provided*, *however*, that, notwithstanding the foregoing or anything herein to the contrary, no Excluded Party or Shareholder Release Snapback Party shall be a Released Party in any capacity or respect. For purposes of this definition of "Released Parties," the phrase "solely in their respective capacities as such" means, with respect to a Person, solely to the extent a claim against such Person (x) arises from such Person's conduct or actions taken in such capacity, or from such Person's identified capacity in relation to another specified Released Party and not, in either case, from such Person's conduct or actions independent of such capacity, and (y) to the extent such Person's liability depends on or derives from the liability of such other Released Party, such claim would be released if asserted against such other Released Party.

"***Releases***" means the releases provided for in Sections 10.6 and 10.7 of the Plan.

"***Releasing Parties***" means, collectively, (i) the Supporting Claimants, solely in their respective capacities as such, (ii) the Opt-In Settling Creditors, (iii) the Settling Co-Defendants and (iv) with respect to each of the Persons in the foregoing clauses (i) through (iii), each of their Related Parties, to the extent the applicable Releasing Party has the authority under applicable law to grant such release on their behalf, in each case, other than any Shareholder Released Party.

"***Replenishment Transfer***" means a transfer by the Master Disbursement Trust to the Special Operating Reserve pursuant to the terms of the Master Shareholder Settlement Agreement.

"***Reserved MDT Insurance Policies***" means (i) policy number B0509FINMR 1600558 and policy number B0509FINMR 1600559 and (ii) any MDT Insurance Policy that is not listed by policy number in Schedule 2 to the MDT Agreement.

"***Restructuring Steps Memorandum***" means the summary of transaction steps to complete the Restructuring Transactions, which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be included in the Plan Supplement.

"***Restructuring Transactions***" means one or more transactions to occur on or before the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate this Plan, including

(i) the creation of NewCo and the direct or indirect transfer thereto and vesting therein (or in a Subsidiary of NewCo) of the NewCo Transferred Assets free and clear of Claims, Interests and liabilities in accordance with the NewCo Transfer Agreement, (ii) the creation of the Foundation and the issuance of the NewCo Interest to the Foundation, (iii) the creation of the Master Disbursement Trust and the transfer thereto and vesting therein of the MDT Transferred Assets, (iv) the creation of the Plan Administration Trust and the vesting therein of the PAT Assets, (v) the creation of Governmental Remediation Trust and the Tribe Trust and the consummation of the Public Entity Settlements, consisting of the payment of the Initial Public Creditor Trust Distributions and the issuance of the MDT Interests, (vi) the consummation of the Public School District Shareholder Direct Settlement, consisting of the payment of the Initial Public Schools Distribution and the issuance of the MDT Public School District Claims, (vii) the creation of the Private Creditor Trusts and the consummation of the Private Entity Settlements, consisting of the payment of the Initial Private Creditor Trust Distributions and the issuance of the MDT Private Claims, (viii) the creation and funding of the Priority Claims Reserve and the PAT Distribution Account to make Distributions in respect of Allowed Claims (other than Channeled Claims), (ix) entry into the Shareholder Settlements in exchange for, among other things, the contribution of funds to the Master Disbursement Trust and/or the Governmental Remediation Trust, as applicable, pursuant to the Shareholder Settlement Agreement, (x) the Releases, injunctions and exculpations set forth herein and in the Confirmation Order and (xi) the transactions set forth in the Restructuring Steps Memorandum.

"***Retained Causes of Action***" means all Estate Causes of Action that are not expressly settled or released under the Plan on or prior to the Effective Date, and which shall include all Causes of Action against Excluded Parties and the Causes of Action set forth on the Schedule of Retained Causes of Action. Any and all Estate Causes of Action against any Settling Co-Defendant (other than any Estate Causes of Action against any Settling Co-Defendant expressly preserved against such Settling Co-Defendants in Section 10.6 of the Plan) are not Retained Causes of Action and are released under the Plan.

"***Retained Shareholder Insurance Claim***" has the meaning set forth in Section 5.6(j) of the Plan.

"***Sackler Family Members***" means (i) Raymond R. Sackler and Mortimer D. Sackler, (ii) all Persons who are descendants of either Raymond R. Sackler or Mortimer D. Sackler, (iii) all current and former spouses of any individual identified in the foregoing clause (i) or (ii), and (iv) the estate of any individual identified in the foregoing clause (i), (ii) or (iii).

"***Sackler Parties' Representative***" has the meaning set forth in the Master Shareholder Settlement Agreement.

"***Sackler Party***" has the meaning set forth in the Master Shareholder Settlement Agreement.

"***Schedule of Excluded Parties***" means the schedule of Excluded Parties filed by the Debtors with the Plan Supplement, which shall include only Persons agreed to by the Debtors and the Governmental Consent Parties, in consultation with the Creditors' Committee.

"***Schedule of Rejected Contracts***" means the schedule of all executory contracts and unexpired leases to be rejected by the Debtors, if any, filed by the Debtors with the Plan Supplement, which shall be in form and substance acceptable to the Debtors and reasonably acceptable to the Governmental Consent Parties, in consultation with the Creditors' Committee.

"***Schedule of Retained Causes of Action***" means the schedule of Retained Causes of Action filed by the Debtors with the Plan Supplement, which shall be in form and substance acceptable to the Debtors and the Governmental Consent Parties, and reasonably acceptable to the Creditors' Committee.

"***Scheduled***" means, with respect to any Claim against the Debtors, the status, priority, and amount, if any, of such Claim as set forth in the Schedules.

"***Scheduled MDT Distribution Date***" means (i) the Effective Date and (ii) other than the SSA Payment Date occurring on the Effective Date, the date that is thirty (30) calendar days after each SSA Payment Date.

"***Schedules***" means the schedules of assets and liabilities, statements of financial affairs, lists of Holders of Claims and Interests and all amendments or supplements thereto filed by the Debtors with the Bankruptcy Court to the extent such filing is not waived pursuant to an order of the Bankruptcy Court.

"***Second Public Schools Distribution***" has the meaning set forth in Section 5.2(f)(ii) of the Plan.

"***Secured Claim***" means any Claim against any Debtor to the extent such Claim is (i) secured by a valid, perfected and non-avoidable Lien on property of a Debtor's Estate, the amount of which is equal to or less than the value of such property (A) as set forth in this Plan, (B) as agreed to by the Holder of such Claim and the Debtors, or (C) as determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code or (ii) subject to any setoff right of the Holder of such Claim under section 553 of the Bankruptcy Code. "Secured Claim" does not include any Claim that meets the definition of "Priority Tax Claim."

"***Securities Act***" means the Securities Act of 1933, as amended.

"Select Private Creditor Trust Non-Participating Claims Reserves" means segregated accounts established pursuant to Section 7.2 of this Plan for each of Classes 6 through 10(a), in each case held and administered on and after the Effective Date by the applicable Creditor Trust of such Class. Each Select Private Creditor Trust Non-Participating Claims Reserve shall be funded with Distributions in accordance with Sections 7.2(c) and (d) of this Plan.

"***Separation Agreement***" means the agreements entered into in accordance with the Master Shareholder Settlement Agreement to govern continuing business relationships and claims among the Debtors, NewCo and any entities owned directly or indirectly by the Shareholder Payment Parties, Sackler Family Members or trusts established by or for the benefit of the Sackler Family Members, which shall be on terms reasonably acceptable to the Governmental Consent Parties and the Creditors' Committee.

"***Sequestered Materials***" has the meaning set forth in Section 5.13(i) of the Plan.

"***Sequestration Date***" has the meaning set forth in Section 5.13(k) of the Plan.

"***Settled Canadian Patient Claims***" means the "Settled Patient Claims" as defined in the Canadian Patient Claim Settlement Stipulation.

"***Settling Co-Defendant***" means (i) any Person that is a signatory to the *Joint Objection of Certain Distributors, Manufacturers, and Pharmacies to the Sixth Amended Joint Chapter 11 Plan of Purdue Pharma L.P. and Its Affiliated Debtors* [D.I. 3306] and/or (ii) any Co-Defendant that objected, formally or informally, or reserved rights with respect to the assumption and assignment of any contract pursuant to the Plan.

"***Settling Creditor***" means any Holder of a Channeled Claim that consents to the Third-Party Releases or otherwise provides a release under a Shareholder Settlement Agreement pursuant to the applicable Shareholder Release Consent Mechanism.

"***Settling MDT Insurer***" means an Insurance Company that has entered into an MDT Insurance Settlement, solely in its capacity as such and solely with respect to any MDT Insurance Policy released in such MDT Insurance Settlement.

"***Settling MDT Insurer Injunction***" means the injunction issued pursuant to Section 10.11 of the Plan.

"***Settling States***" means States that are Settling Creditors.

"***Settling States MDT Trustees***" has the meaning set forth in Section 5.6(d) of the Plan.

"***Shareholder Claim***" means any Claim against any Debtor or that seeks to recover from any property of any Debtor or its Estate, including from any MDT Insurance Policy, in each case, that is held by a Shareholder Released Party (other than any current or former director, officer or employee of the Debtors that is not a Sackler Family Member). Notwithstanding anything to the contrary outside of this definition in the Plan, any Claim that satisfies the definition of a Shareholder Claim shall be a Shareholder Claim notwithstanding that such Claim would otherwise satisfy the definition of another type of Claim.

"***Shareholder Direct Claims Releases***" means (i) the releases provided for in Section 10.7(b) of the Plan, or (ii) any and all releases, waivers, or disclaimers of liability, standstill agreements, or other similar terms contained in the Direct Claims Shareholder Settlement Agreements.

"***Shareholder Direct Settlement Portion***" means the portion of the aggregate Distribution to each Class of Channeled Claim funded with amounts received from the Shareholder Payment Parties on account of the Direct Claims Shareholder Settlements, which, subject to any Direct Claim Settlement Retained Payment Amounts (to the extent applicable):

(a) with respect to Non-Federal Domestic Governmental Channeled Claims, shall be an aggregate amount of $3,485,264,791.64, consisting of $450,819,227.34 of the Initial Governmental Remediation Trust Distribution, and the following amounts received by the Governmental Remediation Trust on each of the following Scheduled MDT Distribution Dates from amounts paid by the Shareholder Payment Parties to the Master Disbursement Trust on the SSA Payment Date corresponding to such Scheduled MDT Distribution Date: (i) $276,239,448.81 on the second Scheduled MDT Distribution Date, (ii) $324,589,448.81 on the third Scheduled MDT Distribution Date, (iii) $268,342,500.00 on the fourth Scheduled MDT Distribution Date, (iv) $166,465,020.83 on the fifth Scheduled MDT Distribution Date, (v) $116,664,520.83 on the sixth Scheduled MDT Distribution Date, (vi) $122,627,687.50 on the seventh Scheduled MDT Distribution Date, (vii) $122,627,687.50 on the eighth Scheduled MDT Distribution Date, (viii) $122,627,687.50 on the ninth Scheduled MDT Distribution Date, (ix) $152,604,687.50 on the tenth Scheduled MDT Distribution Date, (x) $152,604,687.50 on the eleventh Scheduled MDT Distribution Date, (xi) $152,604,687.50 on the twelfth Scheduled MDT Distribution Date, (xii) $152,604,687.50 on the thirteenth Scheduled MDT Distribution Date, (xiii) $301,280,937.50 on the fourteenth Scheduled MDT Distribution Date, (xiv) $301,280,937.50 on the fifteenth Scheduled MDT Distribution Date, and (xv) $301,280,937.50 on the sixteenth Scheduled MDT Distribution Date;

(b) with respect to Tribe Channeled Claims, shall be an aggregate amount of $118,938,715.74, consisting of $15,384,730.61 of the Initial Tribe Trust Distribution, and the following amounts received by the Tribe Trust on each of the following Scheduled MDT Distribution Dates from amounts paid by the Shareholder Payment Parties to the Master Disbursement Trust on the SSA Payment

Date corresponding to such Scheduled MDT Distribution Date: (i) $9,426,992.57 on the second Scheduled MDT Distribution Date, (ii) $11,076,992.57 on the third Scheduled MDT Distribution Date, (iii) $9,157,500.00 on the fourth Scheduled MDT Distribution Date, (iv) $5,680,812.50 on the fifth Scheduled MDT Distribution Date, (v) $3,981,312.50 on the sixth Scheduled MDT Distribution Date, (vi) $4,184,812.50 on the seventh Scheduled MDT Distribution Date, (vii) $4,184,812.50 on the eighth Scheduled MDT Distribution Date, (viii) $4,184,812.50 on the ninth Scheduled MDT Distribution Date, (ix) $5,207,812.50 on the tenth Scheduled MDT Distribution Date, (x) $5,207,812.50 on the eleventh Scheduled MDT Distribution Date, (xi) $5,207,812.50 on the twelfth Scheduled MDT Distribution Date, (xii) $5,207,812.50 on the thirteenth Scheduled MDT Distribution Date, (xiii) $10,281,562.50 on the fourteenth Scheduled MDT Distribution Date, (xiv) $10,281,562.50 on the fifteenth Scheduled MDT Distribution Date, and (xv) $10,281,562.50 on the sixteenth Scheduled MDT Distribution Date;

(c) with respect to Healthcare Provider Channeled Claims, shall be $174,215,320.82, which amount, for the avoidance of doubt, will only be available to Hospitals that are Holders of Healthcare Provider Claims and that are granting the Third Party Releases pursuant to the Hospital Shareholder Direct Settlement.

(d) with respect to Public School Channeled Claims, shall be an aggregate amount of $26,776,216.55, consisting of (i) $16,859,099.31 of the Initial Public Schools Distribution, (ii) $4,958,558.62 of the Second Public Schools Distribution, and (iii) $4,958,558.62 of the Third Public Schools Distribution;

(e) with respect to Third-Party Payor Channeled Claims, shall be $261,104,374.91 (such amount, the "**Maximum TPP Shareholder Direct Settlement Amount**");

(f) with respect to ER Physician Channeled Claims, shall be $3,842,182.12; and

(g) with respect to NAS PI Channeled Claims, shall be $25,138,065.25 (such amount, the "**Maximum NAS PI Shareholder Direct Settlement Amount**").

(h) with respect to Non-NAS PI Channeled Claims, shall be $153,178,666.30 (such amount, the "**Maximum Non-NAS PI Shareholder Direct Settlement Amount**").

In the event of any Shareholder Prepayment, the Shareholder Direct Settlement Portion otherwise applicable to Distributions to the Governmental Remediation Trust and Tribe Trust on the Scheduled MDT Distribution Date corresponding to the Target Payment Date of such prepayment shall be applied to Distributions made to the Governmental Remediation Trust and Tribe Trust on the MDT Distribution Date corresponding to such Prepayment Date with amounts received from the Shareholder Payment Parties on account of such prepayment, and such Shareholder Direct Settlement Portion shall be reduced using the discount rate calculation applicable to such Shareholder Prepayment pursuant to the terms of the Master Shareholder Settlement Agreement. In the event of any that any Shareholder Payment Group fails to pay when due any portion of the Payment Date Obligation owed by such Shareholder Payment Group pursuant to the terms of the Master Shareholder Settlement Agreement, the Shareholder Direct Settlement Portion for the Scheduled MDT Distribution Date corresponding to such Payment Date Obligations shall be reduced pro rata based on the amount of such non-payment.

"***Shareholder Estate Claim Releases***" means releases provided for in Section 10.7(a) of the Plan.

"***Shareholder Estate Settlement Distribution***" means Estate Distributions to Holders of Channeled Claims solely on account of funds provided by the Sackler Parties on account of the Sackler Parties' settlement with the Estates as set forth in the Master Shareholder Settlement Agreement.

"***Shareholder Family Group***" has the meaning ascribed to the term "Family Group" in the Master Shareholder Settlement Agreement.

"***Shareholder Payment Group***" has the meaning ascribed to the term "Payment Group" in the Master Shareholder Settlement Agreement.

"***Shareholder Payment Party***" means, as applicable, the Shareholder Released Parties that are parties to the Master Shareholder Settlement Agreement or the applicable Direct Claims Shareholder Settlement Agreement.

"***Shareholder Prepayment***" means any payment of all or any portion of a Minimum Required Settlement Payment to the Master Disbursement Trust prior to the scheduled SSA Payment Date for such Minimum Required Settlement Payment as set forth in the Master Shareholder Settlement Agreement.

"***Shareholder Release Consent Mechanism***" means the applicable mechanism for each Holder of a Claim to consent to the Third-Party Releases or otherwise be bound by a release under a Shareholder Settlement Agreement which are exclusively: (i) with respect to Holders of Non-Federal Domestic Governmental Claims, executing a joinder to the Governmental Entity Shareholder Direct Settlement Agreement or otherwise participating in the Governmental Entity Shareholder Direct Settlement Agreement in accordance with the terms thereof, (ii) with respect to Holders of Public School Claims, participating in the Public School District Shareholder Direct Settlement, (iii) with respect to Holders of Tribe Claims, executing a joinder to the Tribal Shareholder Direct Settlement Agreement, (iv) with respect to Hospitals that are Holders of Healthcare Provider Claims, participating in the Hospital Shareholder Direct Settlement, (v) with respect to Holders of Third-Party Payor Claims, through electing to opt-in to the Third-Party Releases on its applicable ballot, (vi) with respect to Holders of ER Physician Claims, participating in the ER Physician Shareholder Direct Settlement; and (vii) with respect to Holders of PI Claims, through electing to opt-in to the Third-Party Releases on its applicable ballot.

"***Shareholder Release Remedy***" has the meaning ascribed to the term "Release Remedy" in the Master Shareholder Settlement Agreement.

"***Shareholder Release Snapback Parties***" means, collectively, the Designated Shareholder Released Parties and all members of any Shareholder Family Group.

"***Shareholder Released Claims***" means any Causes of Action released pursuant to Section 10.7(a) and (b) of the Plan, as applicable.

"***Shareholder Released Direct Claims***" means any Causes of Action released pursuant to Section 10.7(b) of the Plan.

"***Shareholder Released Estate Claims***" means any Causes of Action released pursuant to Section 10.7(a) of the Plan.

"***Shareholder Released Parties***" means, collectively, (i) the Shareholder Payment Parties; (ii) the Designated Shareholder Released Parties and the Persons identified on Exhibit X to the Master Shareholder Settlement Agreement; (iii) all Persons directly or indirectly owning an equity interest in any Debtor on the date on which such Debtor commenced its Chapter 11 Case; (iv) Sackler Family Members;

(v) all trusts for the benefit of any of the Persons identified in the foregoing clause (iv) and the past, present and future trustees (including, without limitation, officers, directors and employees of any such trustees that are corporate or limited liability company trustees and members and managers of trustees that are limited liability company trustees), protectors and beneficiaries thereof, solely in their respective capacities as such; (vi) all Persons (other than the Debtors) to which property or funds of the Persons identified in any of the foregoing clauses (i) through (v) have been or are directly or indirectly transferred (including for charitable or philanthropic purposes), solely in such Persons' capacities as transferees and solely to the extent of any property or funds transferred to them; and (vii) with respect to each Person in the foregoing clauses (i) through (v), such Person's (A) predecessors, successors, permitted assigns, subsidiaries (other than the Debtors), controlled affiliates, spouses, heirs, executors, estates and nominees, in each case solely in their respective capacities as such, (B) current and former officers and directors, principals, members and employees, in each case, solely in their respective capacities as such, (C) financial advisors, attorneys (including, without limitation, attorneys retained by any director, in his or her capacity as such), accountants, investment bankers (including, without limitation, investment bankers retained by any director, in his or her capacity as such), consultants, experts and other professionals, in each case, solely in their respective capacities as such, and (D) property possessed or owned at any time or the proceeds therefrom; *provided* that notwithstanding anything to the contrary herein, the Debtors and the Excluded Parties identified on the Schedule of Excluded Parties shall not be Shareholder Released Parties. For purposes of this definition of "Shareholder Released Parties," the phrase "solely in their respective capacities as such" means, with respect to a Person, solely to the extent a claim against such Person (x) arises from such Person's conduct or actions taken in such capacity, or from such Person's identified capacity in relation to another specified Shareholder Released Party and not, in either case, from such Person's conduct or actions independent of such capacity, and (y) to the extent such Person's liability depends on or derives from the liability of such other Shareholder Released Party, such claim would be released if asserted against such other Shareholder Released Party. For the avoidance of doubt, any Person that fits within multiple categories above shall be a Shareholder Released Party in all such categories and failure to include any Person that fits within any category above on Exhibit X to the Master Shareholder Settlement Agreement shall not mean that such Person is not a Shareholder Released Party.

"***Shareholder Releases***" means the releases provided for in Section 10.7 of the Plan.

"***Shareholder Settlement Agreements***" means, collectively, the Master Shareholder Settlement Agreement and all Direct Claims Shareholder Settlement Agreements.

"***Shareholder Settlement Amount***" means the aggregate amount of up to $7 billion provided for in settlement of all Shareholder Settlement Released Claims in the Shareholder Settlement Agreements, collectively, which shall be paid by the Shareholder Payment Parties on the dates and pursuant to the terms set forth in the Shareholder Settlement Agreements.

"***Shareholder Settlement Released Claims***" means the Shareholder Released Estate Claims, the Third-Party Released Claims, and the Causes of Action released under the applicable Direct Claims Shareholder Settlement Agreements.

"***Shareholder Settlement Releases***" means the Shareholder Estate Claim Releases, the Third-Party Releases, and any and all releases, waivers, or disclaimers of liability, standstill agreements, or other similar terms contained in the applicable Direct Claims Shareholder Settlement Agreements or pursuant to the Direct Claims Shareholder Settlements.

"***Shareholder Settlements***" means the settlements, including the Direct Claims Shareholder Settlements, reflected in the Plan, the Plan Supplement, the Confirmation Order, the Master Shareholder Settlement Agreement, and the Direct Claims Shareholder Settlement Agreements providing for, among other things, the Shareholder Settlement Releases and the Channeling Injunction in exchange

for, among other things, the payments to be made by the Shareholder Payment Parties to the Master Disbursement Trust for the benefit of the Debtors, their Estates, and the Settling Creditors.

"***Solicitation Procedures Order***" means the order entered by the Bankruptcy Court approving (i) the adequacy of information in the Disclosure Statement, (ii) solicitation and voting procedures, (iii) forms of ballots, notices and notice procedures in connection therewith and (iv) certain dates with respect thereto [D.I. 2988].

"***SOR Holdback***" has the meaning set forth in Section 5.7(a)(i) of the Plan.

"***Special Master***" means the Disclosure Oversight Special Master appointed in accordance with Section 5.13(s) of the Plan.

"***Special Operating Reserve***" means a separate interest-bearing escrow account established by the Master Disbursement Trust on or before the Effective Date, subject to the terms set forth in the Master Shareholder Settlement Agreement.

"***SSA Payment Date***" means each "Payment Date" as defined in, and as subject to adjustment pursuant to the terms of, the Master Shareholder Settlement Agreement.

"***State***" means except for Oklahoma, all 50 states of the United States of America and the District of Columbia, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and U.S. Virgin Islands.

"***State Expenses Fund***" means the fund to be established as set forth in Section 5.9(b) of the Plan.

"***States AG Negotiating Group***" means the negotiating committee of State Attorneys General formed pursuant to the *Amended Order Appointing the Honorable Shelley C. Chapman (Ret.) and Eric D. Green as Co-Mediators and Establishing Terms and Conditions Of Mediation* [D.I. 6682].

"***Subdivision***" has the meaning set forth in the Master Shareholder Settlement Agreement.

"***Subdivision Allocation***" means, with respect to a Subdivision, the allocation applicable to such Subdivision as calculated based on the Subdivision Allocation Percentage.

"***Subdivision Allocation Percentage***" shall have the meaning ascribed to such term in the Governmental Entity Shareholder Direct Settlement.

"***Subdivisions in Non-Settling States***" has the meaning set forth in Section 5.2(f)(i)(C) of the Plan.

"***Subject MDT Assets***" has the meaning set forth in Section 5.2(e)(iii) of the Plan.

"***Subsidiary***" has the meaning set forth in Section 10.9(a) of the Plan.

"***Subsidiaries***" means, with respect to a Person, all direct and indirect subsidiaries of such Person.

"***Sub-Qualified Settlement Fund***" means any fund, account or trust intended to be treated as a "qualified settlement fund" (within the meaning of Treasury Regulations section 1.468B-1 for U.S. federal income tax purposes) and expressly established as a Sub-Qualified Settlement Fund (i) by the Bankruptcy Court in the Confirmation Order or (ii) in a separate order by the Bankruptcy Court after the

Confirmation Date, but, in each case, only if such fund is authorized to receive payments solely from the PI Trust pursuant to such order.

"***Supporting Claimants***" means (i) the Ad Hoc Committee, (ii) the MSGE Group, (iii) the Native American Tribes Group, (iv) the Ad Hoc Group of Individual Victims, (v) the Ad Hoc Group of Hospitals, (vi) the Third-Party Payor Group, (vii) the NAS Committee, (viii) the Public School District Claimants, and (ix) with respect to each of the foregoing clauses (i) through (viii), the respective members thereof, solely in their respective capacities as such.

"***Surplus Reserve Cash***" means any surplus Cash or cash equivalents in any of the PAT Reserves in excess of what is estimated to be necessary to satisfy the obligations for which such amounts were reserved, in each case, as determined by the Plan Administration Trustee in accordance with Section 5.14(b) of the Plan.

"***Suspension Event***" shall have the meaning ascribed to such term in the Master Shareholder Settlement Agreement.

"***Target Payment Date***" shall have the meaning ascribed to such term in the Master Shareholder Settlement Agreement.

"***Third-Party Payor***" means a private health insurer, an employer-sponsored health plan, a union health and welfare fund or any other provider of healthcare benefits, including any third-party administrator or agent on behalf thereof, in each case in its capacity as such, that is not a Domestic Governmental Entity; *provided*, *however*, that California health districts acting as third-party payors that filed Third-Party Payor Proofs of Claim in such capacity by the Bar Date established by the Bar Date Order shall be included in this definition of "Third-Party Payor."

"***Third-Party Payor Channeled Claim"*** means any (i) Third-Party Payor Claim or (ii) Released Claim or Shareholder Released Claim that is held by a Third-Party Payor (in the case of Third Party Released Claims, solely to the extent that such Third-Party Payor is a Settling Creditor) that is not a Domestic Governmental Entity. Third-Party Payor Channeled Claims shall be channeled to the TPP Trust in accordance with the Plan and the Master TDP.

"***Third-Party Payor Claim***" means any Claim against any Debtor that is held by a Third-Party Payor (including any Claim based on the subrogation rights of the Holder thereof that is not an Other Subordinated Claim) that is not a Domestic Governmental Entity; *provided* that Claims in respect of self-funded government plans that were and are asserted through private Third-Party Payors shall be included in this definition of "Third-Party Payor Claims." For the avoidance of doubt, (i) Federal Government Unsecured Claims are not Third-Party Payor Claims, and (ii) claims of Third-Party Payors against Holders of PI Claims or Distributions payable to Holders of PI Claims are not claims against any Debtor and therefore are not included in this definition of "Third-Party Payor Claims."

"***Third-Party Payor Group***" means the group of certain Holders of Third-Party Payor Claims consisting of (i) the Holders of Third-Party Payor Claims represented by the Third-Party Payer participants in the Mediation listed in Exhibit A of the *Mediators' Report* [D.I. 1716] and (ii) one representative from United Healthcare for its Medicare, Medicaid, and fully insured commercial plans and one representative from the Ad Hoc Group of Self-Funded Plans identified in the *Verified Statement of the Ad Hoc Group of Self-Funded Health Plans Pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure* [D.I. 1243].

"***Third-Party Payor Shareholder Direct Settlement***" means the settlement among the Shareholder Payment Parties and Holders of Third-Party Payor Claims that agree to provide the Third-Party

Releases and be subject to the injunctions set forth in Sections 10.6(b) and 10.7(b) of the Plan in exchange for the consideration contemplated in the Plan and Master Shareholder Settlement Agreement.

"***Third-Party Released Claims***" means any Causes of Action released pursuant to Sections 10.6(b) and 10.7(b) of the Plan, as applicable.

"***Third-Party Releases***" means the releases provided for in Sections 10.6(b) and 10.7(b) of the Plan.

"***Third Public Schools Distribution***" has the meaning set forth in Section 5.2(f)(ii) of the Plan.

"***Total Direct Settlement Amount***" has the meaning set forth in the Governmental Entity Shareholder Direct Settlement Agreement.

"***TPP Direct Claim Settlement Retained Payment Amount***" means the portion of the Maximum TPP Shareholder Direct Settlement Amount allocable to Holders of Direct Settlement Eligible TPP Claims that are Non-Settling Creditors (if any) pursuant to the TPP TDP, and which amount shall be retained by the Shareholder Payment Parties.

"***TPP LRP Escrow Account***" means an escrow account to be established, maintained and administered by the Creditor Trustee for the PI Trust and into which the Creditor Trustee for the PI Trust shall deposit a portion of the funds received by the PI Trust pursuant to the Plan, in accordance with and subject to the terms of the LRP Agreement.

"***TPP TDP***" means the trust distribution procedures to be implemented by the TPP Trust setting forth the procedures for Distributions from the TPP Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Third-Party Payor Group, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***TPP Trust***" means a trust to be established in accordance with Section 5.8 of the Plan to (i) assume all liability for the Third-Party Payor Channeled Claims, (ii) hold the MDT TPP Claim and collect the Initial TPP Trust Distribution and additional payments due under the MDT TPP Claim in accordance with the Private Entity Settlements and the TPP Trust Documents, (iii) administer Third-Party Payor Channeled Claims, (iv) hold and administer the Class 8 Non-Participating Claims Reserve on and after the Effective Date, (v) hold the Class 8 Released Claims Reserve on and after the Effective Date, (vi) make Distributions in accordance with the TPP Trust Documents, and (vii) carry out such other matters as are set forth in the TPP TDP.

"***TPP Trust Agreement***" means the trust agreement establishing and delineating the terms and conditions for the creation and operation of the TPP Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Third-Party Payor Group, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***TPP Trust Documents***" means the TPP Trust Agreement and the TPP TDP.

"***Transferred Debtor***" means a Debtor that is acquired directly or indirectly by NewCo pursuant to the NewCo Transfer Agreement. For the avoidance of doubt, PPLP shall not be a Transferred Debtor.

"***Treasury Regulations***" means the regulations promulgated from time to time under the IRC.

"***Tribal Shareholder Direct Settlement***" means the settlement set forth in the Tribal Shareholder Direct Settlement Agreement.

"***Tribal Shareholder Direct Settlement Agreement***" means the settlement agreement which shall be filed by the Debtors with the Plan Supplement.

"***Tribe***" means any American Indian or Alaska Native Tribe, band, nation, pueblo, village or community, that the U.S. Secretary of the Interior acknowledges as an Indian Tribe, as provided in the Federally Recognized Tribe List Act of 1994, 25 U.S.C. § 5130, and as periodically listed by the U.S. Secretary of the Interior in the Federal Register pursuant to 25 U.S.C. § 5131; and any "Tribal Organization" as provided in the Indian Self-Determination and Education Assistance Act of 1975, as amended, 25 U.S.C. § 5304(l).

"***Tribe Attorney Fee Fund***" means the fund to be established as set forth in Section 5.9(c) of the Plan.

"***Tribe Channeled Claim***" means (i) any Tribe Claim or (ii) any Claim held by a Tribe that is released pursuant to the Tribal Shareholder Direct Settlement Agreement. Tribe Channeled Claims shall be channeled to the Tribe Trust in accordance with the Plan and Master TDP.

"***Tribe Claim***" means any Claim against any Debtor that is held by a Tribe (including any Claim based on the subrogation rights of a Tribe that is not an Other Subordinated Claim), in its capacity as such. For the avoidance of doubt, claims of Tribes against Holders of PI Claims or Distributions payable to Holders of PI Claims, to the extent such claims exist, are not claims against any Debtor and therefore are not included in this definition of "Tribe Claims."

"***Tribe TDP***" means the trust distribution procedures to be implemented by the Tribe Trust setting forth the procedures for Distributions from the Tribe Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Native American Tribe Group, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***Tribe Trust***" means one or more trusts, limited liability companies or other Persons to be established in accordance with Section 5.8 of the Plan to (i) assume all liability for the Tribe Channeled Claims, (ii) hold the MDT Tribe Interest and collect the Initial Tribe Trust Distribution and the other Public Creditor Trust Distributions received in accordance with the Public Entity Settlements, (iii) administer Tribe Channeled Claims, (iv) hold and administer the Class 5 Non-Participating Claims Reserves on and after the Effective Date, (v) hold the Class 5 Released Claims Reserve on and after the Effective Date and (vi) make Distributions in accordance with the Tribe TDP.

"***Tribe Trust Agreement***" means the trust agreement and any limited liability company agreement or similar governing document establishing and delineating the terms and conditions for the creation and operation of the Tribe Trust, the terms of which shall be consistent with Articles I through XII of the Plan and otherwise acceptable to the Debtors and the Native American Tribe Group, and reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties, and which shall be filed by the Debtors with the Plan Supplement.

"***Tribe Trust Documents***" means the Tribe Trust Agreement and the Tribe TDP.

"***Twelfth Amended Plan***" means the *Twelfth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors* [D.I. 3726].

"***U.S. Trustee***" means the United States Trustee for Region 2.

"***Unimpaired***" means, with respect to any Claim, Interest, or Class of Claims or Interests, not "impaired" within the meaning of such term in section 1124 of the Bankruptcy Code.

"***United States***" means the United States of America, its agencies, departments or agents.

"***United States-PI Claimant Medical Expense Claim***" means any healthcare-related claim, Cause of Action or Lien (including a subrogation claim or reimbursement claim), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, choate or inchoate, (i) against a Holder of a PI Claim or the recoveries of a Holder of a PI Claim pursuant to the PI TDP or under the Plan, (ii) held by any of the following federal governmental agencies or federal health insurance programs: the United States Department of Health and Human Services, on its own behalf and on behalf of its component agencies, which are the Centers for Medicare & Medicaid Services and the Indian Health Service on behalf of its federally-operated programs; the TRICARE Program; and the United States Department of Veterans Affairs, and (iii) on account of opioid injury-related conditional payments made by such programs or agencies to, on behalf of, or in respect of, such Holders of PI Claims. The United States-PI Claimant Medical Expense Claim Settlement does not apply to any claims brought by programs operated by tribes or tribal organizations under the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301–5423, or programs operated by urban Indian organizations that have a grant or contract with the Indian Health Service under the Indian Health Care Improvement Act, 25 U.S.C. §§ 1601–1685.

"***United States-PI Claimant Medical Expense Claim Releases***" means the releases provided for in Section 5.2(i)(ii) of the Plan.

"***United States-PI Claimant Medical Expense Claim Settlement***" means the settlement provided for in Section 5.2(i) of the Plan.

"***Voting Deadline***" means the last day for Holders of Claims and Interests entitled to vote on the Plan to cast their votes to accept or reject the Plan as may be set by the Bankruptcy Court.

"***Voting Representative***" means a Firm representing Holders of Claims in any of the Master Ballot Classes who has returned a properly completed Solicitation Directive (as such terms are defined in the Solicitation Procedures Order).

"***Wind-Up Reserve***" means a reserve to be established to pay any and all costs, expenses, fees, taxes, debts, or obligations incurred from the operation and administration of the Debtors' Estates after the Effective Date (including professional fees and expenses). The Wind-Up Reserve shall be (i) funded with Effective Date Cash in an amount determined by the Debtors but not to exceed $10 million, or such greater amount subject to the consent (not to be unreasonably withheld) of the NewCo Managers and the MDT Trustees; *provided* further that if the NewCo Managers or the MDT Trustees withhold such consent, the Plan Administration Trustee shall have the right to seek relief from the Bankruptcy Court, which shall be granted upon the Bankruptcy Court's determination that such budgeted expenditures are appropriate and otherwise within the scope for which the Wind-Up Reserve was established pursuant to the Plan; and (ii) held by the Plan Administration Trust in a segregated account and administered by the Plan Administration Trustee on and after the Effective Date.

1.2 ***Interpretation; Application of Definitions; Rules of Construction***.

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in, or exhibit to, this Plan, as the same may be amended, waived, or modified from time to time in accordance with the terms hereof. The words "herein," "hereof," or "hereunder," and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as "in the Plan," "of the Plan," and "under the Plan," respectively. The words "includes" and "including" are not limiting. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the reference document shall be substantially in that form or substantially on those terms and conditions; (c) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (d) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

1.3 ***Reference to Monetary Figures.***

All references in this Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

1.4 ***Controlling Document.***

(a) **Plan Supplements**. In the event of an inconsistency between Articles I through XII of the Plan and the Plan Supplement, the terms of Articles I through XII of the Plan shall control, except that in the event of an inconsistency between Articles I through XII of the Plan and the Master Shareholder Settlement Agreement (or any agreements ancillary to the Master Shareholder Settlement Agreement (other than any Direct Claims Shareholder Settlement Agreement)), the Master Shareholder Settlement Agreement (or such ancillary agreement) shall control.

(b) **Direct Claims Shareholder Settlement Agreements**. In the event of an inconsistency between Articles I through XII of the Plan and any Direct Claims Shareholder Settlement Agreement (or any agreement ancillary to such Direct Claims Shareholder Settlement Agreement (other than the Master Shareholder Settlement Agreement)), (i) the terms of Articles I through XII of the Plan shall control with respect to any matter affecting, or a dispute involving, a party that is not a Party to or otherwise bound by the applicable Direct Claims Shareholder Settlement Agreement, and (ii) such Direct Claims Shareholder Settlement Agreement (or such ancillary agreement) shall control with respect to all other matters. No Direct Claims Shareholder Settlement Agreement may be enforced against any Person not party to or otherwise bound by such Direct Claims Shareholder Settlement Agreement; *provided*, that in no event will any Direct Claims Shareholder Settlement Agreement (or any agreement ancillary to such Direct Claims Shareholder Settlement Agreement) release or otherwise impact any Released Claim or Shareholder Released Claim of a type contemplated under the Plan pursuant to the applicable Shareholder Release Consent Mechanism to be governed by any other Direct Claims Shareholder Settlement Agreement or the Plan.

(c) **Other Documents**. Subject to Section 1.4(a) and 1.4(b), in the event of an inconsistency between this Plan and any other instrument or document created or executed pursuant to this Plan, or between this Plan and the Disclosure Statement, this Plan shall control.

(d) **Plan and Confirmation Order**. The provisions of this Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided*, *however*, that, if there is determined to be any inconsistency between any provision of this Plan and any provision of the Confirmation Order that cannot be reconciled, then, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of this Plan solely to the extent of such inconsistency.

(e) **Determinations**. The determination of whether there is any inconsistency between any of the documents referred to in the foregoing Sections 1.4(a)-(d) will be made by the Bankruptcy Court in all instances.

1.5 Consent Rights.

For the avoidance of doubt and notwithstanding anything herein to the contrary, nothing in this Plan shall in any way eliminate, impair, or limit any consent or similar rights provided in favor of the Sackler Parties' Representative or any Shareholder Released Party in the Master Shareholder Settlement Agreement or any Shareholder Direct Settlement Agreement, including any such rights in respect of Definitive Documents (notwithstanding whether any such rights are provided in favor of the Sackler Parties' Representative or any Shareholder Released Party in this Plan).

ARTICLE II ADMINISTRATIVE CLAIMS, PROFESSIONAL FEE CLAIMS, PRIORITY TAX CLAIMS AND DOJ FORFEITURE JUDGMENT CLAIM.

2.1 *Administrative Claims.*

(a) **Generally**. Except as provided for herein or in any order of the Bankruptcy Court, and subject to section 503(b)(1)(D) of the Bankruptcy Code, Holders of Administrative Claims (other than Professional Fee Claims and the DOJ Forfeiture Judgment Claim) must file and serve on the Debtors requests for the payment of such Administrative Claims not already Allowed by a Final Order. Any Holder of an Administrative Claim that is required to, but does not, file and serve a request for payment of such Administrative Claim pursuant to the procedures specified in the Confirmation Order shall be forever barred, estopped and enjoined from asserting such Claims against the Debtors, the Liquidating Debtors, the Transferred Debtors, the Plan Administration Trust or their respective Assets or properties, and such Claims shall be deemed discharged as of the Effective Date. An Administrative Claim, with respect to which a request for payment has been properly and timely filed pursuant to this Section 2.1(a), shall become an Allowed Administrative Claim if no objection to such request is filed by the Debtors or the Plan Administration Trustee with the Bankruptcy Court on or before the date that is one hundred twenty (120) days after the Effective Date, or such later date as may be fixed by the Bankruptcy Court. If an objection is timely filed, such Administrative Claim shall become an Allowed Administrative Claim only to the extent Allowed by Final Order or such Claim is settled, compromised or otherwise resolved pursuant to Section 7.6 of the Plan. Except to the extent a Holder of an Allowed Administrative Claim and the Debtor against which such Claim is asserted agree to different treatment, each Holder of an Allowed Administrative Claim (other than a Professional Fee Claim or the DOJ Forfeiture Judgment Claim) shall receive, on account of such Allowed Claim, Cash in an amount equal to the Allowed amount of such Claim from the Priority Claims Reserve within thirty (30) days following the later to occur of (i) the Effective Date and (ii) the date on which such Administrative Claim shall become an Allowed Claim; *provided* that any Administrative Claim that is an Assumed Liability shall be paid by NewCo in the ordinary course of business.

(b) **Professional Fee Claims**. All Professional Persons seeking awards by the Bankruptcy Court for compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under (x) section 327, 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4),

503(b)(5) or 1103 of the Bankruptcy Code, (y) with respect to the Ad Hoc Committee, the AHC Reimbursement Agreement Assumption Order, or (z) with respect to the MSGE Group, the MSGE Group Reimbursement Order, shall (i) file, on or before the date that is forty-five (45) days after the Effective Date, or as soon as reasonably practicable thereafter, their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred and (ii) be paid in full in Cash, (A) *first*, from any existing amounts held by a Professional Person as a fee advance, retainer, or security that such Professional Person is authorized to use to satisfy Allowed Professional Fee Claims pursuant to the Interim Compensation Order or the order of the Bankruptcy Court authorizing the retention of such Professional Person (other than a reasonable retainer to cover post-Effective Date work), and (B) *second*, from the Professional Fee Escrow Account, in such aggregate amounts as are Allowed by the Bankruptcy Court or authorized to be paid in accordance with the order(s) relating to or allowing any such Professional Fee Claim. On or prior to the Effective Date, the Debtors shall establish the Professional Fee Escrow Account and, on the Effective Date, fund the Professional Fee Escrow Account with Cash such that the total amount held in the Professional Fee Escrow Account is equal to the sum of each Professional Person's good-faith estimates of its Professional Fee Claims. The procedures for filing objections to Professional Persons' applications for final allowance of compensation for services rendered and expenses incurred shall be set forth in the Confirmation Order.

2.2 ***Priority Tax Claims.***

Except to the extent a Holder of an Allowed Priority Tax Claim and the Debtor against which such Claim is asserted agree to different treatment, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Priority Tax Claim shall receive, on account of such Allowed Priority Tax Claim, either Cash in an amount equal to the Allowed amount of such Claim from the Priority Claims Reserve or such other treatment as may satisfy section 1129(a)(9) of the Bankruptcy Code.

2.3 ***DOJ Forfeiture Judgment Claim.***

(a) Allowance: Pursuant to the Plea Agreement and the DOJ 9019 Order, the DOJ Forfeiture Judgment Claim shall be Allowed in the amount of $2.0 billion on the later of (i) the DOJ Conviction Judgment Date and (ii) the entry by the Bankruptcy Court of the Confirmation Order.

(b) Treatment: In full and final satisfaction, settlement, release and discharge of the DOJ Forfeiture Judgment Claim, the Debtors shall make the DOJ Forfeiture Payment within three (3) Business Days following the DOJ Conviction Judgment Date, which DOJ Forfeiture Payment, in combination with the DOJ Forfeiture Judgment Credit, shall satisfy and discharge the DOJ Forfeiture Judgment Claim in full.

ARTICLE III CLASSIFICATION OF CLAIMS AND INTERESTS.

3.1 ***Classification in General.***

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation and Distributions under this Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest is classified in a particular Class for the purpose of receiving Distributions pursuant to this Plan only to the extent such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent any portion of the Claim or Interest qualifies within the description of such other Classes; *provided* that, to the extent any Claim satisfies the definition of a Shareholder Claim, a Co-Defendant Claim or an Other Subordinated Claim, such Claim shall be classified as such, notwithstanding that such Claim may satisfy the definition of another type of Claim. A Claim or Interest is also classified in a particular Class for the purpose of receiving Distributions hereunder only to

the extent such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released or otherwise settled prior to the Effective Date. In no event shall any Holder of an Allowed Claim be entitled to receive payments under this Plan that, in the aggregate, exceed the Allowed amount of such Holder's Claim.

3.2 ***Summary of Classification of Claims and Interests.***

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are (a) Impaired or Unimpaired under this Plan, (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code or presumed to accept or deemed to reject this Plan:

Class	Type of Claim or Interest	Impairment	Entitled to Vote
Class 1	Secured Claims	Unimpaired	No (Presumed to Accept)
Class 2	Other Priority Claims	Unimpaired	No (Presumed to Accept)
Class 3	Federal Government Unsecured Claims	Impaired	Yes
Class 4	Non-Federal Domestic Governmental Claims	Impaired	Yes
Class 5	Tribe Claims	Impaired	Yes
Class 6	Public School Claims	Impaired	Yes
Class 7	Healthcare Provider Claims	Impaired	Yes
Class 8	Third-Party Payor Claims	Impaired	Yes
Class 9	ER Physician Claims	Impaired	Yes
Class 10(a)	NAS PI Claims	Impaired	Yes
Class 10(b)	Non-NAS PI Claims	Impaired	Yes
Class 11(a)	Avrio General Unsecured Claims	Unimpaired	No (Presumed to Accept)
Class 11(b)	Adlon General Unsecured Claims	Unimpaired	No (Presumed to Accept)
Class 11(c)	Other General Unsecured Claims	Impaired	Yes
Class 12	Intercompany Claims	Unimpaired or Impaired	No (Presumed to Accept or Deemed to Reject)
Class 13	Shareholder Claims	Impaired	No (Deemed to Reject)
Class 14	Co-Defendant Claims	Impaired	No (Deemed to Reject)
Class 15	Other Subordinated Claims	Impaired	No (Deemed to Reject)
Class 16	PPLP Interests	Impaired	No (Deemed to Reject)
Class 17	PPI Interests	Impaired	No (Deemed to Reject)

Class 18	Intercompany Interests	Unimpaired or Impaired	No (Presumed to Accept or Deemed to Reject)

3.3 ***Voting Classes; Presumed Acceptance by Non-Voting Classes.***

With respect to each Debtor, if a Class contains Claims eligible to vote and no Holder of Claims eligible to vote in such Class votes to accept or reject this Plan by the Voting Deadline, this Plan shall be presumed accepted by the Holders of Claims in such Class.

3.4 ***Voting; Presumptions; Solicitation.***

(a) **Acceptance by Certain Impaired Classes**. Only Holders of Claims in Classes 3, 4, 5, 6, 7, 8, 9, 10(a), 10(b) and 11(c) are entitled to vote to accept or reject this Plan. An Impaired Class of Claims shall have accepted this Plan if (i) the Holders, including Holders acting through a Voting Representative, of at least two-thirds (2/3) in amount of Claims actually voting in such Class have voted to accept this Plan and (ii) the Holders, including Holders acting through a Voting Representative, of more than one-half (1/2) in number of Claims actually voting in such Class have voted to accept this Plan. Holders of Claims in Classes 3, 4, 5, 6, 7, 8, 9, 10(a), 10(b) and 11(c) (or, if applicable, the Voting Representatives of such Holders) shall receive ballots containing detailed voting instructions. For the avoidance of doubt, pursuant to and except as otherwise provided in the Solicitation Procedures Order, each Claim in Classes 4, 5, 6, 7, 8, 9, 10(a) and 10(b) shall be accorded one (1) vote and valued at one dollar ($1.00) for voting purposes only, and not for purposes of Allowance or distribution, such that each of Classes 4, 5, 6, 7, 8, 9, 10(a) and 10(b) shall be deemed to have accepted this Plan if the Holders, including Holders acting through a Voting Representative, of at least two-third (2/3) in number of Claims actually voting in such Class have voted to accept the Plan.

(b) **Deemed Acceptance by Unimpaired Classes**. Holders of Claims in Classes 1, 2, 11(a) and 11(b) are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, such Holders are not entitled to vote to accept or reject this Plan.

(c) **Deemed Rejection by Certain Impaired Classes**. Holders of Claims and Interests in Classes 13, 14, 15, 16, and 17 are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such Holders are not entitled to vote to accept or reject this Plan.

(d) **Deemed Acceptance or Rejection by Certain Classes**. Holders of Interests in Classes 12 and 18 are either conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such Holders are not entitled to vote to accept or reject the Plan.

(e) **Individual Creditor Voting Rights**. Notwithstanding anything to the contrary in this Plan, the voting rights of Holders of Claims in any Class shall be governed in all respects by the Solicitation Procedures Order, including without limitation with respect to the amount of such Claims for voting purposes.

3.5 ***Cramdown.***

If any Class of Claims is deemed to reject this Plan or is entitled to vote on this Plan and does not vote to accept this Plan, the Debtors may (a) seek confirmation of this Plan under section 1129(b) of the Bankruptcy Code and/or (b) amend or modify this Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claim or Interest, or any Class

of Claims or Interests, is Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

3.6 *No Waiver.*

Nothing contained in this Plan shall be construed to waive a Debtor's or other Person's right to object on any basis to any Claim.

ARTICLE IV TREATMENT OF CLAIMS AND INTERESTS.

4.1 *Secured Claims (Class 1).*

(a) Treatment: Except to the extent a Holder of an Allowed Secured Claim and the Debtor against which such Claim is asserted agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Secured Claim shall receive, on account of such Allowed Claim, (i) payment in full in Cash from the Priority Claims Reserve in accordance with section 506(a) of the Bankruptcy Code, (ii) Reinstatement of such Allowed Claim pursuant to section 1124 of the Bankruptcy Code or (iii) such other treatment as may be necessary to render such Claim Unimpaired.

(b) Impairment and Voting: Secured Claims are Unimpaired. Holders of Secured Claims are conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Secured Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Secured Claims.

4.2 *Other Priority Claims (Class 2).*

(a) Treatment: Except to the extent a Holder of an Allowed Other Priority Claim and the Debtor against which such Claim is asserted agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Other Priority Claim shall receive, on account of such Allowed Claim, (i) payment in full in Cash from the Priority Claims Reserve or (ii) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

(b) Impairment and Voting: Other Priority Claims are Unimpaired. Holders of Other Priority Claims are conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Other Priority Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Other Priority Claims.

4.3 *Federal Government Unsecured Claims (Class 3).*

(a) Allowance of the DOJ Civil Claim and DOJ Criminal Fine Claim: Pursuant to the DOJ 9019 Order, the DOJ Civil Claim is Allowed in the amount of $2.8 billion. The DOJ Criminal Fine Claim shall be Allowed in the amount of $3.544 billion on the later of (i) the DOJ Conviction Judgment Date and (ii) the entry by the Bankruptcy Court of the Confirmation Order.

(b) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Allowed Federal Government Unsecured Claims, the United States shall receive (i) the Initial Federal Government Distribution and (ii) the MDT Federal Government Claim. The MDT Federal Government Claim shall be payable by the Master Disbursement Trust in the following installments: (x) $10 million on the second Scheduled MDT Distribution Date, (y) $10 million on the third Scheduled MDT Distribution Date and (z) $5 million on the fourth Scheduled MDT Distribution Date. The Initial Federal Government Distribution and the amounts paid to the United States on account of the MDT Federal

Government Claim shall be deemed applied 60% to the DOJ Unsecured Claims and 40% to the Other Federal Agency Claims.

(c) Impairment and Voting: The Federal Government Unsecured Claims are Impaired. Holders of Federal Government Unsecured Claims are entitled to vote to accept or reject the Plan.

4.4 *Non-Federal Domestic Governmental Claims (Class 4).*

(a) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of Non-Federal Domestic Governmental Claims, the Governmental Remediation Trust shall receive (i) the Initial Governmental Remediation Trust Distribution, (ii) the MDT Governmental Remediation Trust Interest and (iii) the right to receive 96.7% of the Governmental NewCo Distributable Cash pursuant to Section 5.4(e) of the Plan.

(b) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Non-Federal Domestic Governmental Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the Governmental Remediation Trust and shall be exclusively satisfied by payments from the Governmental Remediation Trust. Each Non-Federal Domestic Governmental Channeled Claim shall be asserted exclusively against the Governmental Remediation Trust and resolved solely in accordance with the terms, provisions and procedures of the Governmental Remediation Trust Agreement. The sole recourse of any Person on account of any Non-Federal Domestic Governmental Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the Governmental Remediation Trust as and to the extent provided in the Governmental Remediation Trust Agreement. Subject to Section 10.8(c), Holders of Non-Federal Domestic Governmental Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Non-Federal Domestic Governmental Channeled Claims exclusively against the Governmental Remediation Trust.

(c) Impairment and Voting: Non-Federal Domestic Governmental Claims are Impaired. Holders of Non-Federal Domestic Governmental Claims are entitled to vote to accept or reject the Plan.

4.5 *Tribe Claims (Class 5).*

(a) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of Tribe Claims, the Tribe Trust shall receive (i) the Initial Tribe Trust Distribution, (ii) the MDT Tribe Interest and (iii) the right to receive 3.3% of the Governmental NewCo Distributable Cash pursuant to Section 5.4(e) of the Plan.

(b) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Tribe Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the Tribe Trust and shall be exclusively satisfied by payments from the Tribe Trust. Each Tribe Channeled Claim shall be asserted exclusively against the Tribe Trust and resolved solely in accordance with the terms, provisions and procedures of the Tribe TDP. The sole recourse of any Person on account of any Tribe Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the Tribe Trust as and to the extent provided in the Tribe TDP. Subject to Section 10.8(c), Holders of Tribe Channeled

Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Tribe Channeled Claims exclusively against the Tribe Trust, solely as and to the extent provided in the Tribe TDP.

(c) Impairment and Voting: Tribe Claims are Impaired. Holders of Tribe Claims are entitled to vote to accept or reject the Plan.

4.6 *Public School Claims (Class 6).*

(a) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of Public School Claims, the Public School Trust shall receive (i) the Initial Public Schools Distribution (less any required payments to the Common Benefit Fund and/or in respect of attorneys' fees and expenses of the Public School District Claimants in accordance with Section 5.9(d) and (i) of the Plan) and (ii) the MDT Public School Districts Claim; *provided* that if, as of the Effective Date, the Public School District Shareholder Direct Settlement has not been consummated, the Shareholder Direct Settlement Portion of the Initial Public Schools Distribution will be deposited into a third-party interest bearing escrow in accordance with the Master Shareholder Settlement Agreement on the Effective Date and distributed in accordance with Section 5.2(e)(i) of the Plan.

(b) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Public School Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the Public School Trust and shall be exclusively satisfied by payments from the Public School Trust. Each Public School Channeled Claim shall be asserted exclusively against the Public School Trust and resolved solely in accordance with the terms, provisions and procedures of the Public School TDP. The sole recourse of any Person on account of any Public School Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the Public School Trust as and to the extent provided in the Public School TDP. Subject to Section 10.8(c), Holders of Public School Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Public School Channeled Claims exclusively against the Public School Trust, solely as and to the extent provided in the Public School TDP.

(c) Impairment and Voting: Public School Claims are Impaired. Holders of Public School Claims are entitled to vote to accept or reject the Plan.

4.7 *Healthcare Provider Claims (Class 7).*

(a) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of Healthcare Provider Claims, the Healthcare Provider Trust shall receive (i) the Initial Healthcare Provider Trust Distribution and (ii) the MDT Healthcare Provider Claim; *provided* that if, as of the Effective Date, the Hospital Shareholder Direct Settlement has not been consummated, the Shareholder Direct Settlement Portion of the Initial Healthcare Provider Trust Distribution will be deposited into a third-party interest bearing escrow in accordance with the Master Shareholder Settlement Agreement on the Effective Date and distributed in accordance with Section 5.2(e)(i) of the Plan.

(b) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Healthcare Provider Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the Healthcare Provider Trust and shall be exclusively satisfied by payments from the Healthcare Provider Trust. Each Healthcare Provider Channeled Claim shall be asserted exclusively against the Healthcare Provider Trust and resolved solely in accordance with the terms, provisions and procedures of the Healthcare Provider TDP. The sole recourse of any Person on account of any Healthcare Provider Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the Healthcare Provider Trust as and to the extent provided in the Healthcare Provider TDP. Subject to Section 10.8(c), Holders of Healthcare Provider Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Healthcare Provider Channeled Claims exclusively against the Healthcare Provider Trust, solely as and to the extent provided in the Healthcare Provider TDP.

(c) Impairment and Voting: Healthcare Provider Claims are Impaired. Healthcare Provider of Healthcare Provider Claims are entitled to vote to accept or reject the Plan.

4.8 *Third-Party Payor Claims (Class 8).*

(a) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of Third-Party Payor Claims, the TPP Trust shall receive (i) the Initial TPP Trust Distribution and (ii) the MDT TPP Claim. For the avoidance of doubt, any payments from the TPP LRP Escrow Account to which LRP Participating TPPs may be entitled under the LRP Agreement shall not be subject to this Section 4.8.

(b) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Third-Party Payor Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the TPP Trust and shall be exclusively satisfied by payments from the TPP Trust. Each Third-Party Payor Channeled Claim shall be asserted exclusively against the TPP Trust and resolved solely in accordance with the terms, provisions and procedures of the TPP TDP. The sole recourse of any Person on account of any Third-Party Payor Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the TPP Trust as and to the extent provided in the TPP TDP. Subject to Section 10.8(c), Holders of Third-Party Payor Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Third-Party Payor Channeled Claims exclusively against the TPP Trust, solely as and to the extent provided in the TPP TDP.

(c) Impairment and Voting: Third-Party Payor Claims are Impaired. Holders of Third-Party Payor Claims are entitled to vote to accept or reject the Plan.

4.9 *ER Physician Claims (Class 9).*

(a) Treatment: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of ER Physician Claims, the ERP Trust shall receive (i) the Initial ERP Trust Distribution and (ii) the MDT ERP Claim; *provided* that if, as of the Effective Date, the ER Physician Shareholder Direct Settlement has not been consummated, the Initial ERP Trust

Distribution will be deposited into a third-party interest bearing escrow in accordance with the Master Shareholder Settlement Agreement on the Effective Date and distributed in accordance with Section 5.2(e)(i) of the Plan.

(b) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all ER Physician Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the ERP Trust and shall be exclusively satisfied by payments from the ERP Trust. Each ER Physician Channeled Claim shall be asserted exclusively against the ERP Trust and resolved solely in accordance with the terms, provisions and procedures of the ERP TDP. The sole recourse of any Person on account of any ER Physician Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the ERP Trust as and to the extent provided in the ERP TDP. Subject to Section 10.8(c), Holders of ER Physician Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any ER Physician Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any ER Physician Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue ER Physician Channeled Claims exclusively against the ERP Trust, solely as and to the extent provided in the ERP TDP.

(c) Impairment and Voting: ER Physician Claims are Impaired. Holders of ER Physician Claims are entitled to vote to accept or reject the Plan.

4.10 ***PI Claims (Classes 10(a) and 10(b)).***

(a) PI Trust: On the Effective Date, in full and final satisfaction, settlement and release of the Debtors' obligations in respect of PI Claims, the PI Trust shall receive, subject to Section 5.2(i) of the Plan, (i) the Initial PI Trust Distribution and (ii) the MDT PI Claim.

(b) NAS PI Claims (Class 10(a)):

(i) Treatment: The PI Trust shall deposit the NAS PI Portion into the PI Trust NAS Fund in periodic installments as funds are received by the PI Trust. Distributions in respect of NAS PI Channeled Claims shall be exclusively in the form of Distributions from the PI Trust NAS Fund or a Sub-Qualified Settlement Fund to Holders of Allowed NAS PI Channeled Claims, in accordance with the NAS PI TDP, and shall be subject to the PI Trust Deductions and Holdbacks.

(ii) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all NAS PI Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the PI Trust and shall be exclusively satisfied by payments from the PI Trust. Each NAS PI Channeled Claim shall be asserted exclusively against the PI Trust and resolved solely in accordance with the terms, provisions and procedures of the NAS PI TDP. The sole recourse of any Person on account of any NAS PI Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the PI Trust NAS Fund as and to the extent

provided in the NAS PI TDP. Subject to Section 10.8(c), Holders of NAS PI Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue NAS PI Channeled Claims exclusively against the PI Trust, solely as and to the extent provided in the NAS PI TDP.

(iii) Impairment and Voting: NAS PI Claims are Impaired. Holders of NAS PI Claims are entitled to vote to accept or reject the Plan.

(c) Non-NAS PI Claims (Class 10(b)).Treatment: The PI Trust shall deposit the Non-NAS PI Portion into the PI Trust Non-NAS Fund in periodic installments as funds are received by the PI Trust. Distributions in respect of Non-NAS PI Channeled Claims shall be exclusively in the form of Distributions from the PI Trust Non-NAS Fund or Sub-Qualified Settlement Fund to Holders of Allowed Non-NAS PI Channeled Claims, in accordance with the Non-NAS PI TDP, and shall be subject to the PI Trust Deductions and Holdbacks.

(ii) Channeling: As of the Effective Date, in accordance with the Plan and the Master TDP, any and all liability of the Debtors and the other Protected Parties for any and all Non-NAS PI Channeled Claims shall automatically, and without further act, deed or court order, be channeled exclusively to and assumed by the PI Trust and shall be exclusively satisfied by payments from the PI Trust. Each Non-NAS PI Channeled Claim shall be asserted exclusively against the PI Trust and resolved solely in accordance with the terms, provisions and procedures of the Non-NAS PI TDP. The sole recourse of any Person on account of any Non-NAS PI Channeled Claim, whether or not the Holder thereof participated in the Chapter 11 Cases and whether or not such Holder filed a Proof of Claim in the Chapter 11 Cases, shall be to the PI Trust Non-NAS Fund as and to the extent provided in the Non-NAS PI TDP. Subject to Section 10.8(c) of the Plan, Holders of Non-NAS PI Channeled Claims are enjoined from asserting against any Debtor or other Protected Party any Channeled Claim, and may not proceed in any manner against any Debtor or other Protected Party on account of any Channeled Claim in any forum whatsoever, including any state, federal or non-U.S. court or administrative or arbitral forum, and are required to pursue Non-NAS PI Channeled Claims exclusively against the PI Trust, solely as and to the extent provided in the Non-NAS PI TDP.

(iii) Impairment and Voting: Non-NAS PI Claims are Impaired. Holders of Non-NAS PI Claims are entitled to vote to accept or reject the Plan.

(d) Canadian Patient Settlement. Pursuant to the Canadian Patient Claim Settlement Stipulation, (i) no Holder of a Settled Canadian Patient Claim that filed a Proof of Claim shall receive a recovery in respect of such Settled Canadian Patient Claim from any source other than the Patient

Settlement Payment (as defined in the Canadian Patient Claim Settlement Stipulation) made from the Canadian Patient Settlement Trust and (ii) in order to receive a recovery in respect of any other Claim for which a Proof of Claim was filed by a Holder of a Settled Canadian Patient Claim, such Holder shall have the burden of proving that such Proof of Claim is not in respect of a Settled Canadian Patient Claim that was released and discharged pursuant to the Canadian Patient Claim Settlement Stipulation and such Holder has not received any recovery from the Canadian Patient Settlement Trust on account of such Claim. No Distributions shall be made on account of any Claims that may constitute Settled Canadian Patient Claims unless and until (x) the Saskatchewan Court of Queen's Bench approves the Canadian Patient Settlement Agreement and all funds in the Canadian Patient Settlement Trust have been distributed to Holders of Settled Canadian Patient Claims in accordance with the Canadian Patient Settlement Agreement or (y) the Saskatchewan Court of Queen's Bench denies the Canadian Patient Settlement Agreement. For the avoidance of doubt, nothing in Article X of the Plan shall affect the validity or enforceability of the Canadian Patient Settlement Agreement.

4.11 ***Avrio General Unsecured Claims (Class 11(a))***.

(a) Treatment: Except to the extent a Holder of an Allowed Avrio General Unsecured Claim and Avrio Health L.P. agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Avrio General Unsecured Claim shall receive, on account of such Allowed Claim, including interest, payment in full in Cash.

(b) Impairment and Voting: Avrio General Unsecured Claims are Unimpaired. Holders of Avrio General Unsecured Claims are conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Avrio General Unsecured Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited.

4.12 ***Adlon General Unsecured Claims (Class 11(b)).***

(a) Treatment: Except to the extent a Holder of an Allowed Adlon General Unsecured Claim and Adlon Therapeutics L.P. agree to different treatment, on the Effective Date, or as soon as reasonably practicable thereafter, each Holder of an Allowed Adlon General Unsecured Claim shall receive, on account of such Allowed Claim, including interest, payment in full in Cash.

(b) Impairment and Voting: Adlon General Unsecured Claims are Unimpaired. Holders of Adlon General Unsecured Claims are conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Adlon General Unsecured Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited.

4.13 ***Other General Unsecured Claims (Class 11(c)).***

(a) Treatment: All Other General Unsecured Claims are Disputed. Except to the extent a Holder of an Allowed Other General Unsecured Claim and the Debtor against which such Claim is asserted agree to different treatment, after the Effective Date upon the Allowance of such Claim in accordance with Article VII of the Plan, each Holder of an Allowed Other General Unsecured Claim shall receive, on account of such Allowed Claim, such Holder's Pro Rata Share of the Other General Unsecured Claim Cash, up to payment in full of such Allowed Claim.

(b) Impairment and Voting: Other General Unsecured Claims are Impaired. Holders of Other General Unsecured Claims are entitled to vote to accept or reject the Plan.

4.14 *Intercompany Claims (Class 12).*

(a) Treatment: Except as otherwise provided in the NewCo Transfer Agreement or the Restructuring Steps Memorandum, on or after the Effective Date, Intercompany Claims shall be (x) in the case of Intercompany Claims held by a Liquidating Debtor against another Liquidating Debtor, at the discretion of the Debtors (or the Plan Administration Trustee, as applicable), (y) in the case of Intercompany Claims held by a Transferred Debtor against another Transferred Debtor, at the discretion of NewCo and (z) otherwise, at the discretion of the Debtors (or the Plan Administration Trustee, as applicable) with the consent (not to be unreasonably withheld, conditioned or delayed) of the Governmental Consent Parties:

(i) Reinstated; or

(ii) Compromised and settled or canceled and extinguished with no distribution on account thereof.

(b) Impairment and Voting: Intercompany Claims are either Unimpaired or Impaired with no distribution on account thereof. Holders of Intercompany Claims are either conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code or deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Intercompany Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Intercompany Claims.

4.15 *Shareholder Claims (Class 13).*

(a) Treatment: Holders of Shareholder Claims shall not receive or retain any property on account of such Claims. As of the Effective Date, in accordance with the terms of and except as otherwise expressly provided in the Shareholder Settlements, all Shareholder Claims shall automatically, and without further act, deed or court order, be deemed to have been released without any distribution on account thereof, and such Claims shall be of no further force or effect.

(b) Impairment and Voting: Shareholder Claims are Impaired. Holders of Shareholder Claims are deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Shareholder Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Shareholder Claims.[4]

4.16 *Co-Defendant Claims (Class 14).*

(a) Treatment: In full and final satisfaction and release of each Co-Defendant Claim, the Holder thereof shall (i) not receive or retain any property on account of such Co-Defendant Claim and not have any recourse to any Debtor or any Assets of any Debtor, or any Estate or any Assets of any Estate and (ii) retain its Co-Defendant Defensive Rights, which may be exercised solely in accordance with Section 10.18. As of the Effective Date, Co-Defendant Claims shall be deemed expunged, released and extinguished without further action by or order of the Bankruptcy Court, and shall be of no further force or effect. Notwithstanding the release, satisfaction, expungement and extinguishment of Co-Defendant Claims, a Co-Defendant retains its Co-Defendant Defensive Rights.

[4] Although Holders of Shareholder Claims are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code, the Shareholder Payment Parties, in all capacities (including as Holders of Claims), have agreed to support the Plan pursuant to the Master Shareholder Settlement Agreement.

(b) Impairment and Voting: Co-Defendant Claims are Impaired. Holders of Co-Defendant Claims are deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Co-Defendant Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Co-Defendant Claims.

4.17 *Other Subordinated Claims (Class 15).*

(a) Treatment: Other Subordinated Claims are subordinated pursuant to the Plan and section 509(c) and/or 510 of the Bankruptcy Code and/or other applicable law. Holders of Other Subordinated Claims shall not receive or retain any property under this Plan on account of such Claims. As of the Effective Date, Other Subordinated Claims shall be deemed expunged, released and extinguished without further action by or order of the Bankruptcy Court, and shall be of no further force or effect.

(b) Impairment and Voting: Other Subordinated Claims are Impaired. Holders of Other Subordinated Claims are deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Other Subordinated Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Other Subordinated Claims.

4.18 *PPLP Interests (Class 16).*

(a) Treatment: In accordance with the terms of the Shareholder Settlement Agreements, Holders of PPLP Interests shall relinquish such Interests and shall not receive or retain any property under the Plan on account of such Interests. As of the PPLP Dissolution Date, all PPLP Interests shall be deemed surrendered, canceled and/or redeemed without further action by or order of the Bankruptcy Court, and shall be of no further force or effect.

(b) Impairment and Voting: PPLP Interests are Impaired. Holders of PPLP Interests are deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of PPLP Interests are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such PPLP Interests.

4.19 *PPI Interests (Class 17).*

(a) Treatment: In accordance with the terms of the Shareholder Settlement Agreements, Holders of PPI Interests shall relinquish such Interests and shall not receive or retain any property under this Plan on account of such Interests. As of the Effective Date, PPI Interests shall be deemed surrendered, canceled and/or redeemed without further action by or order of the Bankruptcy Court, and shall be of no further force or effect.

(b) Impairment and Voting: PPI Interests are Impaired. Holders of PPI Interests are deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of PPI Interests are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such PPI Interests.

4.20 *Intercompany Interests (Class 18).*

(a) Treatment: Except as otherwise provided in the NewCo Transfer Agreement or the Restructuring Steps Memorandum, on the Effective Date, Intercompany Interests shall be:

(i) with respect to Intercompany Interests in any Transferred Debtor held by PPLP, Reinstated and transferred to NewCo (or one of its Subsidiaries) in accordance with the NewCo Transfer Agreement;

(ii) with respect to Intercompany Interests in any Transferred Debtor held by another Transferred Debtor, Reinstated or otherwise treated in accordance with the NewCo Transfer Agreement; and

(iii) with respect to Intercompany Interests in any Debtor that is not a Transferred Debtor, Reinstated solely for administrative convenience until canceled when such Debtor is dissolved or merged out of existence by the Plan Administration Trustee.

(b) Impairment and Voting: Intercompany Interests are either Unimpaired or Impaired with no distribution on account thereof. Holders of Intercompany Interests are either conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code or deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Intercompany Interests are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Intercompany Interests.

4.21 *Debtors' Rights with Respect to Unimpaired Claims.*

Except as otherwise provided in this Plan, nothing under the Plan shall affect the rights of the Debtors with respect to an Unimpaired Claim, including all rights with respect to legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

ARTICLE V MEANS FOR IMPLEMENTATION.

5.1 *Restructuring Transactions*.

On or before the Effective Date or as soon as reasonably practicable thereafter, the Debtors may take all actions consistent with this Plan as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the Restructuring Transactions under and in connection with this Plan, including (a) the execution and delivery of all appropriate agreements or other documents of merger, consolidation, sale, restructuring, conversion, disposition, transfer, dissolution or liquidation containing terms that are consistent with the Plan; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any Asset, property, interest, right, liability, debt or obligation on terms consistent with the Plan; (c) the filing of appropriate certificates or articles of organization, limited partnership, incorporation, reincorporation, merger, consolidation, conversion or dissolution pursuant to applicable law; (d) the execution, delivery, filing, recordation and issuance of any other documents, instruments or agreements in connection with the Restructuring Transactions; and (e) any transactions described in the Restructuring Steps Memorandum.

5.2 *Plan Settlements*.

(a) As further described in the Disclosure Statement, the provisions of this Plan (including the provisions contained in Section 5.9 of the Plan and the release and injunctive provisions contained in Article X of the Plan), the Shareholder Settlements and the other Plan Documents constitute a good faith compromise and settlement of Claims and controversies among the Debtors, the Supporting Claimants, the Settling Creditors, the Shareholder Payment Parties, certain other participants in the Mediation and other parties in interest reached in connection with the Mediation and otherwise, which such compromise and settlement is necessary and integral to the Plan and the Plan Documents and the success

of these Chapter 11 Cases. The Debtors, the Supporting Claimants, the Settling Creditors and the Shareholder Payment Parties believe the treatment provided in respect of Claims against and Interests in the Debtors and the treatment of competing Classes of Claims is fair and appropriate only when combined with the distribution scheme, including without limitation all Distributions to be made under the Plan, and the release, injunction and all other provisions contained in the Plan, all of which are material aspects of the Plan and the terms of the Shareholder Settlements. More than 614,000 Proofs of Claim alleging liability arising out of or in connection with Opioid-Related Activities were filed against the Debtors by the General Bar Date. Approximately 10% of the submitted Proofs of Claim allege a specific amount of liability. The aggregate alleged liability associated with these Proofs of Claim is more than $40 trillion (exclusive of one personal injury claim that asserted $100 trillion in alleged liability). Approximately 90% of Claims alleging liability arising out of or in connection with Opioid-Related Activities do not allege a specific amount of liability. The Debtors believe that any reasonable estimate, projection or valuation of their total liability and obligation to pay for Claims asserted against them, if they had the ability to pay those Claims outside of these Chapter 11 Cases, exceeds by many multiples the total value of all assets of their Estates, including but not limited to contributions from third parties and the full face value of all of Purdue's insurance. The Debtors have structured the Plan on the basis of this understanding, and the Confirmation Order shall include a finding consistent with this understanding.

(b) The Plan, including the explanation set forth in the Disclosure Statement, and the Plan Documents shall be deemed a motion to approve the Plan Settlements, including the Shareholder Settlements, and the good faith full and final comprehensive compromise and settlement of all of the Claims, Interests and controversies described in the foregoing Section 5.2(a) pursuant to Bankruptcy Rule 9019, and entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Plan Settlements under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that the Plan Settlements are fair, equitable, reasonable and in the best interests of the Debtors and their Estates.

(c) The Plan, the Plan Settlement, the Plan Documents (including the Creditor Trust Documents), the Shareholder Settlements and the Confirmation Order constitute a good faith full and final comprehensive compromise and settlement of all Claims, Interests and controversies described in the Plan based upon the unique circumstances of these Chapter 11 Cases (such as the total distributable value available, the unique facts and circumstances relating to these Debtors and the need for an accelerated resolution without additional avoidable litigation) such that (i) none of the foregoing documents (including the provisions contained in Section 5.9 of the Plan), nor any materials used in furtherance of Plan confirmation (including, but not limited to, the Disclosure Statement, and any notes related to, and drafts of, such documents and materials), may be offered into evidence, deemed an admission, used as precedent or used by any party or Person in any context whatsoever beyond the purposes of this Plan, in any other litigation or proceeding, except as necessary, and as admissible in such context, to enforce their terms and to evidence the terms of the Plan and the Plan Documents before the Bankruptcy Court or any other court of competent jurisdiction and (ii) any obligation by any party, in furtherance of such compromise and settlement, to not exercise rights that might be otherwise available to such party shall be understood to be an obligation solely in connection with this specific compromise and settlement and to be inapplicable in the absence of such compromise and settlement. The Plan, the Plan Settlement, the Plan Documents and the Confirmation Order will be binding as to the matters and issues described therein, but will not be binding with respect to similar matters or issues that might arise in any other litigation or proceeding in which none of the Debtors or any other Protected Party is a party; *provided* that such litigation or proceeding is not to enforce or evidence the terms of the Plan, the Plan Settlement, the Plan Documents, the Shareholder Settlements or the Confirmation Order. Any Person's support of, or position or action taken in connection with, this Plan, the Plan Settlement, the Plan Documents, the Shareholder Settlements and the Confirmation Order may differ from such Person's position or testimony in any other litigation or proceeding not in connection with these Chapter 11 Cases. Further, and, as all parties to the Mediation agreed, this Plan

Settlement is not intended to serve as an example for, or represent the parties' respective positions or views concerning, any other chapter 11 cases relating to opioids, nor shall it be used as precedent by any Person or party in any other such chapter 11 cases or in any other proceeding, situation or litigation.

(d) The "allocation" of dollars between the Shareholder Direct Settlement Portion of any Distribution and the Estate Distributions is part of an overall compromise and settlement under Bankruptcy Rule 9019 between the Mediation Parties, including the Debtors, the Creditors' Committee, the Shareholder Payment Parties, and all creditors and creditor groups that are Mediation Parties, and upon confirmation of this Plan will be deemed to be a settlement between the Debtors, the Creditors' Committee, the Supporting Claimants and the Shareholder Payment Parties in which, among other things, the Shareholder Payment Parties are providing up to $6.5 billion in consideration over 15 years.[5] The "allocation" is intended by the Shareholder Payment Parties and the other Mediation Parties to, among other things, facilitate the distribution of proceeds for opioid abatement, victim compensation, and other permitted uses under the Plan, and otherwise. All such parties, including but not limited to the Shareholder Payment Parties, Sackler Parties, the Debtors, the Ad Hoc Committee and the States AG Negotiating Group, including each member of such groups, has agreed that neither the settlement amount nor the "allocation" (including any allocation between the Shareholder Payment Party of payment responsibility) reflects any concession or agreement by any party as to the strength, validity, merits, collectability, amount, or otherwise of the Shareholder Released Estate Claims or of the Shareholder Released Direct Claims or any defenses to the Shareholder Released Estate Claims or the Shareholder Released Direct Claims, and if for whatever reason the agreement in principle is not consummated, neither the settlement amount nor the "allocation" shall be cited or used by the Debtors, the Creditors' Committee, the Supporting Claimants or the Shareholder Payment Parties (or the Released Parties) – or any party to the Shareholder Settlements or any other Mediation Party – for any purpose whatsoever in any pleading or proceeding wherever or whenever. Further, no party to the compromise and settlement will be bound by this Plan or the agreement set forth in this provision (other than as set forth in this Section 5.2(d)) with regard to what it may state in a pleading, court hearing, proceeding, or otherwise about the strength, validity, merits, collectability, amount, or otherwise of the Shareholder Released Estate Claims or of the Shareholder Released Direct Claims, or any defenses thereto, including, without limitation, in any pleading filed in connection with the Shareholder Settlements and this Plan. This paragraph shall be binding forever upon all parties from the earlier of (i) the time that this agreement in principle is reached and (ii) the time that this Section 5.2(d) is made publicly available (on the Bankruptcy Court docket or otherwise), regardless of whether a settlement including that represented in the Plan is consummated, and shall be specifically enforceable by the Bankruptcy Court (with no cap on damages that may be awarded).[6] This Section 5.2(d) is non-severable from the overall compromise and settlement, and is an integral part of the Plan. This Section 5.2(d) is specifically subject to Federal Rule of Evidence 408 and analogous state provisions barring the use of settlement offers and communications to prove the validity or amount of disputed claim.[7]

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[5] In accordance with Section 2.01(g) of the Master Shareholder Settlement Agreement (and as more fully described therein), A-Side Payment Group 8's $345 million payment obligation shall be prepaid in an amount equal to $225,677,259.42, unless pre-paid on the Effective Date in the amount of $218 million, representing the agreed-upon present value on the Effective Date. If A-Side Payment Group 8 elects to defer payment of up to $35 million on the Effective Date, A-Side Payment Group 8 shall pay the MDT up to $17.5 million due on each of the fifth and sixth payment dates plus 4.5% interest (i.e. which would aggregate to $225,677,259.42), and the other A-Side Payment Groups' shall pay up to $35 million on the Effective Date and their payment obligations on the fifth and sixth payment dates shall be reciprocally reduced.

[6] This sentence shall not apply to the States.

[7] While all parties understand that the Plan is not enforceable until confirmation, all Mediation Parties have agreed to be bound by this provision as of March 18, 2025.

(e) **Private Entity Settlements**.

(i) On the Effective Date, the Private Creditor Trusts shall receive their respective Initial Private Creditor Trust Distributions and their respective MDT Private Claims; *provided* that with respect to Private Creditor Trusts that are the subject of Opt-Out Class Action Settlements, if, as of the Effective Date, the applicable Opt-Out Class Action Settlement has not been consummated, the Shareholder Direct Settlement Portion of the Initial Private Creditor Trust Distribution (exclusive of amounts that would constitute Direct Claim Settlement Retained Payment Amounts under the applicable Opt-Out Class Action Settlement, to the extent known) for such Private Creditor Trust shall be placed by the Shareholder Payment Parties into a third-party interest bearing escrow in accordance with the Master Shareholder Settlement Agreement (the "**Class Action Escrow Accounts**"). If any such Opt-Out Class Action Settlement is consummated on or prior to tenth (10^{th}) Business Day immediately preceding the second (2nd) SSA Payment Date, then all amounts due to the members of the relevant Class under such Opt-Out Class Action Settlement, amounts held in the applicable Class Action Escrow Account shall be distributed to the corresponding Private Creditor Trust, other than the applicable Direct Claim Settlement Retained Payment Amounts, if any, which shall be released to, or at the direction of, the Shareholder Payment Parties. If any Opt-Out Class Action Settlement is not consummated by the tenth (10^{th}) Business Day immediately preceding the second (2nd) SSA Payment Date, amounts held in the applicable Class Action Escrow Account shall be promptly released to, or at the direction of, the Shareholder Payment Parties. If such Opt-Out Class Action Settlement is consummated after such release from the Class Action Escrow Account to, or at the direction of, the Shareholder Payment Parties, each Shareholder Payment Party shall pay to the applicable Private Creditor Trust such amounts due and payable by it within ten (10) Business Days of delivery to the Sackler Parties' Representative of notice of such Opt-Out Class Action Settlement having been consummated, pending final payment from the Shareholder Released Parties.

(ii) **U.S. Federal Income Tax Matters Relating to the Class Action Escrow Accounts.** Each of the Class Action Escrow Accounts are intended to be treated and shall be reported as a separate qualified settlement fund within the meaning of Treasury Regulations section 1.468B-1 for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes. The Master Shareholder Settlement Agreement provides that the applicable Shareholder Payment Party shall timely elect pursuant to Treasury Regulations Section 1.468B-1(k) (and any applicable state and local income tax purposes), to treat each of the Class Action Escrow Accounts as a "grantor trust," all of which is owned, for federal and applicable state and local income tax purposes only,

by such Shareholder Payment Party, and that such Shareholder Payment Party shall maintain such election and shall not revoke such election without the prior written consent of the Master Disbursement Trust.

The following assumes that the Class Action Escrow Accounts are treated as grantor trusts. All parties (including the Shareholder Payment Parties, the Debtors, the Plan Administration Trustee, each applicable Creditor Trustee, the MDT Trustees and Holders of Non-Participating Claims) shall be required to report for tax purposes in a manner consistent with the foregoing. Such person as is designated in the Confirmation Order or the escrow agreement governing each of the Class Action Escrow Accounts shall be the "administrator" of each of the Class Action Escrow Accounts. The Master Shareholder Settlement Agreement provides that the applicable Shareholder Payment Party shall take into account all items of income, gain, loss, deduction and credit (including capital gains and losses) recognized by or otherwise attributable to each Class Action Escrow Account for U.S. federal (and any applicable state or local) income tax purposes on its tax returns. The applicable administrator may request an expedited determination of taxes of any of the Class Action Escrow Accounts under section 505(b) of the Bankruptcy Code for all returns, if any, filed for, or on behalf of, the Class Action Escrow Accounts for all taxable periods through the dissolution of the Class Action Escrow Accounts. Nothing in this Section 5.2(e) (ii) shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

(iii) Notwithstanding anything to the contrary in the Master Shareholder Settlement Agreement or the Governmental Entity Shareholder Direct Settlement Agreement, the Master Disbursement Trust shall have an obligation under this Plan to distribute to the PI Trust, on account of the MDT PI Claim, (A) on a first priority basis, the first $50 million of proceeds, payments, and benefits (including, but not limited to, the MDT Insurance Proceeds) of (I) any MDT Causes of Action (other than those Retained Causes of Action relating to or necessary to enforce the MDT Shareholder Rights) and (II) the MDT Insurance Rights (assets described in clauses (I) and (II), collectively, the "**Subject MDT Assets**"), and (B) in the absence of payment in full of such $50 million prior to the second anniversary of the Effective Date from proceeds, payments, and benefits of the Subject MDT Assets, the remaining unpaid amount thereof (which may be the entire amount) in full in cash on the first Scheduled MDT Distribution Date following such second anniversary of the Effective Date from MDT Transferred Assets or the proceeds thereof other than the Subject MDT Assets on a priority basis in

accordance with Section 5.2(g) hereof (the payment obligations described in clauses (A) and (B), the "**PI Trust Obligation**").[8]

(iv) Until such time as the PI Trust Obligation has been satisfied in full in accordance with Section 5.2 of the Plan:

(A) the Master Disbursement Trust shall not (I) permit a Lien or other encumbrance to attach to the Subject MDT Assets or (II) incur any Claim (including any Channeled Claim) or otherwise grant any right of payment in respect of the Subject MDT Assets, in each case, senior to the PI Trust Obligation;

(B) the Master Disbursement Trust shall afford the PI Trustee (or its designated representative) with periodic reporting as contemplated by Section 5.6(f)(v) of the Plan and subject to Section 5.6(f)(iv);

(C) none of the protections with respect to the PI Trust Obligation in this Section 5.2(e) of the Plan nor the priority afforded to the PI Trust Obligation in Section 5.2(g) of the Plan shall be modified or eliminated from the MDT Agreement, the Master Shareholder Settlement Agreement, or the Governmental Entity Shareholder Direct Settlement Agreement, solely to the extent applicable, without the written consent of the PI Trustee; and

(D) the PI Trustee reserves all legal and equitable rights under the Plan, the Confirmation Order, and federal and common law with respect to the PI Trust Obligation.

(v) Solely to the extent the PI Trust Obligation has not been paid in full by the second anniversary of the Effective Date in accordance with Section 5.2(e)(iii) of the Plan, the Master Disbursement Trust shall thereafter reserve amounts from the Total Direct Settlement Amount under the Governmental Entity Shareholder Direct Settlement Agreement, as needed, to satisfy the PI Trust Obligation.

(vi) In the event the PI Trust Obligation is not satisfied in full by the first Scheduled MDT Distribution Date following the second anniversary of the Effective Date in accordance with Section 5.2 of the Plan, the PI Trustee shall be entitled to seek enforcement of the PI Trust Obligation by motion to enforce the Plan filed with

[8] For the avoidance of doubt, to the extent the PI Trust Obligation has not been paid in full by the second anniversary of the Effective Date in accordance with this Section 5.2(e) of the Plan, the priority of the PI Trust Obligation shall only be second to the funding of the Replenishment Transfer with Cash and cash equivalents that are Shareholder Estate Settlement Distributions, but not, for the avoidance of doubt, second with respect to application of the Total Direct Settlement Amount under the Governmental Entity Shareholder Direct Settlement Agreement.

the Bankruptcy Court, which shall be heard on an expedited basis subject to the Bankruptcy Court's availability, and the PI Trustee may seek legal and/or equitable remedies available under applicable law, including, but not limited to, specific performance, disgorgement, and/or damages against any successor of the Debtors or their Estates, including the Master Disbursement Trust.

(f) **Non-Federal Public Entity Settlements**.[9]

(i) On the Effective Date, the Governmental Remediation Trust and the Tribe Trust shall receive their respective Initial Public Creditor Trust Distributions, and the Governmental Remediation Trust and the Tribe Trust shall receive their respective MDT Interests. The MDT Interests shall entitle the Governmental Remediation Trust and the Tribe Trust to the payments from the Master Disbursement Trust and other benefits set forth below.

(A) Subject to Section 5.2(g), on each MDT Distribution Date, the Master Disbursement Trust shall make Public Creditor Trust Distributions from all MDT Distributable Value in accordance with Section 5.2(f)(i)(B) of the Plan.

(B) All Public Creditor Trust Distributions to the Governmental Remediation Trust and/or the Tribe Trust shall be allocated between the Governmental Remediation Trust and the Tribe Trust as follows, in each case, as calculated before accounting for any amounts payable pursuant to Section 5.9 of this Plan: (I) with respect to the Estate Distributions, (X) 96.7% to the Governmental Remediation Trust and (Y) 3.3% to the Tribe Trust; and (II) with respect to the Shareholder Direct Settlement Portion, (X) 96.7% of the Maximum Governmental Direct Settlement Amount on the payment dates indicated therein to the Governmental Remediation Trust, subject to, and payable in accordance with, the terms of the Governmental Entity Shareholder Direct Settlement Agreement, and (Y) 3.3% of the Maximum Governmental Direct Settlement Amount on the payment dates indicated therein to the Tribe Trust, subject to, and payable in accordance with, the terms of the Tribe Trust Agreement.

(C) All Public Creditor Trust Distributions to the Governmental Remediation Trust shall be further allocated between States and Subdivisions in accordance with the Governmental Remediation Trust Documents. The allocation of the applicable Shareholder Direct

[9] Any characterization of the Public School Claims in this Plan as a "Private" claimant or "Public" claimant is for administrative convenience only, and is not intended to, nor may it be construed as, having any significance for any other purpose.

Settlement Portion to Subdivisions who become Initial Participating Subdivisions may be higher than Later Joining Subdivisions (each as defined in and as more fully described in the Governmental Entity Shareholder Direct Settlement Agreement). Subdivisions located in Oklahoma shall be entitled to participate in the Governmental Entity Shareholder Direct Settlement as though Oklahoma was a Settling State. Subdivisions in Non-Settling States and Subdivisions which previously litigated and resolved their claims against the Debtors and/or Shareholder Released Parties shall not be eligible to be Participating Subdivisions unless and until, in the case of the Subdivisions located in Non-Settling States, a Subdivision's corresponding State becomes a Settling State. For the avoidance of doubt, each Non-Settling Subdivision shall be entitled to receive Estate Distributions pursuant to Section 7.7 of the Plan upon Allowance of its Claim in accordance with Sections 7.6 or 7.9 of the Plan.

(D) Oklahoma Litigating Political Subdivisions will receive Oklahoma's allocation, which allocation amount has already been reduced by $12.5 million that the State of Oklahoma set aside in accordance with the Oklahoma Political Subdivisions Opioid Abatement Grants Act (the "Act") for distribution to Oklahoma subdivisions pursuant to Oklahoma's settlement with the Shareholder Released Parties and the Debtors (the "**Prepetition Oklahoma Settlement**"). The Oklahoma subdivision allocation is set forth in Exhibit F of the Plan and will be administered as agreed between the State of Oklahoma and the Oklahoma Litigating Political Subdivisions. Any release requirements contained in the Prepetition Oklahoma Settlement that are a condition for a Subdivision to participate in the Purdue Oklahoma Subdivision Fund shall be waived by the Debtors and Shareholder Payment Parties such that the Oklahoma Litigating Political Subdivisions may participate in both the Purdue Oklahoma Subdivision Fund and receive distributions from the Governmental Remediation Trust. The Debtors and Shareholder Payment Parties also waive any requirement in the Prepetition Oklahoma Settlement that funds not distributed by the Purdue Oklahoma Subdivision Fund within a certain amount of time will revert to the Foundation or the National Center for Addiction Studies and Treatment established pursuant to the Prepetition Oklahoma Settlement, and acknowledge that the entire Purdue Oklahoma Subdivision Fund shall be distributed to Oklahoma subdivisions. Oklahoma's allocation shall be paid from the Governmental Remediation Trust to a settlement fund established for the

benefit of the Oklahoma Litigating Political Subdivisions. Distributions from such settlement fund to the Oklahoma Litigating Political Subdivisions shall be made in accordance with the ratios set forth in Exhibit F of the Plan. The Oklahoma Litigating Political Subdivisions shall either hire an administrator for the funds from the Remediation Trust Account or receive the funds directly from the Governmental Remediation Trust. The administrator may be reasonably compensated by the Governmental Remediation Trust to perform its administrative function, but not to exceed 5% of the money distributed to Oklahoma Litigating Political Subdivisions by the Governmental Remediation Trust.

(ii) On the Effective Date, the Public School Trust shall receive the Initial Public Schools Distribution (less any required payments to the Common Benefit Fund and/or in respect of attorneys' fees and expenses of the Public School District Claimants in accordance with Section 5.9(d) and (i) of the Plan) and the MDT Public School Districts Claim. On account of the MDT Public School Districts Claim, the Master Disbursement Trust shall pay to benefit the Public School Trust: (i) $7.5 million on the first anniversary of the Effective Date *less* the applicable Direct Claim Settlement Retained Payment Amount (the "***Second Public Schools Distribution***"), and (ii) $7.5 million on the second anniversary of the Effective Date *less* the applicable Direct Claim Settlement Retained Payment Amount (the "***Third Public Schools Distribution***").

(g) **MDT Priority Waterfall**. On each MDT Distribution Date, all Cash and cash equivalents of the Master Disbursement Trust shall be applied as follows: (i) *first*, to fund any Replenishment Transfer solely to the extent such Cash and cash equivalents are Shareholder Estate Settlement Distributions; (ii) *second*, to fund the PI Trust Obligation in accordance with Section 5.2.(e)(iii) of the Plan; (iii) *third*, to fund the MDT Operating Reserve in an amount determined by the MDT Trustees; (iv) *fourth*, to the extent there are outstanding amounts then due on account of the MDT Claims, to pay the MDT Claims; (v) *fifth*, to reimburse the applicable Public Creditor Trust for any Shareholder Direct Settlement Portion previously applied in respect of adjustments implemented in accordance with Section 5.2(e)(v); and (vi) *sixth*, as Public Creditor Trust Distributions in respect of the MDT Interests; *provided*, *however*, that, except to the extent expressly set forth in Exhibit M to the Governmental Entity Shareholder Direct Settlement Agreement, payments received by the Master Disbursement Trust: (A) on account of the Governmental Entity Shareholder Direct Settlement shall be immediately transferred to the Governmental Remediation Trust and (B) on account of the Tribal Shareholder Direct Settlement Agreement shall be immediately transferred to the Tribe Trust, and the amounts in (A) and (B) shall not be used to fund a Replenishment Transfer to fund the MDT Operating Reserve or pay the MDT Claims.

(h) **Shareholder Settlements**. On or before the Effective Date, the Debtors, the Shareholder Payment Parties and the Settling Creditors shall enter into the Shareholder Settlement Agreements. Pursuant to the Public Entity Settlements, the Private Entity Settlements, the Shareholder Settlement Agreements and the Plan, in exchange for among other things, the Shareholder Settlement Releases and the Channeling Injunction, as set forth in Sections 10.6, 10.7 and 10.8 of the Plan, and the other agreements set forth in the Shareholder Settlement Agreements, (i) the Shareholder Payment Parties

shall pay the applicable Shareholder Settlement Amount on the dates and pursuant to the terms set forth in the applicable Shareholder Settlement Agreements, (ii) the Shareholder Claims shall be deemed released on the Effective Date pursuant to Section 4.15 of the Plan, (iii) the MDT Shareholder Insurance Rights shall be transferred to the Master Disbursement Trust in accordance with Section 5.6(j) of the Plan, (iv) the Shareholder Payment Parties have agreed to support the Plan and (v) the Shareholder Payment Parties have provided the other agreements and consideration set forth in the applicable Shareholder Settlement Agreement, in each case, as more fully set forth in, and subject to the terms and conditions of, the Shareholder Settlement Agreement. The Master Disbursement Trust shall distribute all proceeds of the MDT Shareholder Rights, including each applicable Shareholder Settlement Amount, in accordance with the Plan, including Section 5.2(e)–(g) of the Plan.

(i) **United States-PI Claimant Medical Expense Claim Settlement**. The United States-PI Claimant Medical Expense Claim Settlement is as follows:

(i) On the Effective Date of the Plan, the PI Trust shall be deemed, without further action of the Bankruptcy Court or the PI Trust, to have irrevocably assigned to the United States the PI Trust's right to receive $26 million from the Master Disbursement Trust, which amount shall be paid by the Debtors, the Master Disbursement Trust, or the PI Trust, as applicable, to the United States in the following installments: (x) $13 million to be paid on the Effective Date, consisting of (A) $12,164,100 otherwise distributable to the PI Trust from the Initial Non-NAS PI Distribution and (B) $835,900 otherwise distributable to the PI Trust from the Initial NAS PI Distribution, and (y) $13 million (the "Second Medical Expense Claim Settlement Payment"), consisting of (I) 93.57% of the first $13 million otherwise distributable to the PI Trust pursuant to Section 5.2(e)(iii) of the Plan, and (II) the NAS Medical Expense Claim Settlement Reserve Amount, which Second Medical Expense Claim Settlement Payment shall be paid to the United States on a proportionate basis from the amounts described in clauses (I) and (II), as and when amounts are payable to the PI Trust pursuant to Section 5.2(e)(iii) of the Plan. For the avoidance of doubt, in no event shall (A) the stated amount of the Initial PI Trust Distribution or amounts payable pursuant to Section 5.2(e)(iii) of the Plan be altered in a manner that would reduce the aggregate amount to be paid to the United States pursuant to this Section 5.2(i)(i) of the Plan, (B) the aggregate amount paid to the United States pursuant to this Section 5.2(i)(i) of the Plan exceed $26 million, or (C) the United States' claim against the Master Disbursement Trust arising from the assignment described in this Section 5.2(i)(i) of the Plan be released until the United States has received payments thereof aggregating to $26 million. The United States shall have the right to enforce the obligations set forth in this Section 5.2(i)(i) of the Plan notwithstanding the United States-PI Claimant Medical Expense Claim Releases.

(ii) Notwithstanding Section 10.19 of the Plan, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the PI Trust, each Holder of a PI Claim and,

in respect of each of the PI Trust and each Holder of a PI Claim, its respective agents, representatives, heirs, successors and assigns, in their respective capacities as such, shall, without any further action by the Bankruptcy Court, be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by each Holder of a United States-PI Claimant Medical Expense Claim of all United States-PI Claimant Medical Expense Claims and all Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the United States-PI Claimant Medical Expense Claim Settlement (other than a Cause of Action to enforce the United States-PI Claimant Medical Expense Claim Settlement, including, but not limited to, the release set forth in Section 5.2 (i)(iii) of the Plan) that each Holder of a United States-PI Claimant Medical Expense Claim has asserted or could assert on its own behalf or on behalf of another Person or party, 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), against the PI Trust, a Holder of a PI Claim, Distributions to Holders of PI Claims pursuant to the PI TDP or under the Plan and, in respect of each of the PI Trust and each Holder of a PI Claim, its respective agents, representatives, heirs, successors and assigns, in their respective capacities as such; *provided*, *however*, that, if a Holder of a PI Claim commences a legal action against a Holder of a United States-PI Claimant Medical Expense Claim challenging all or any portion of the United States-PI Claimant Medical Expense Claim Settlement, then, from and after the commencement of such legal action, the United States-PI Claimant Medical Expense Claim Release shall be *void ab initio* solely with respect to such Holder of a PI Claim, and the heirs, successors and assigns of such Holder of a PI Claim, in their capacities as such, and not with respect to any other Person or party, including, but not limited to, the PI Trust, counsel to such Holder of a PI Claim and, in respect of each of the PI Trust and such counsel, its respective agents, representatives, heirs, successors and assigns, in their respective capacities as such; *provided further* that no such legal action against a Holder of a United States-PI Claimant Medical Expense Claim shall impair or reduce the amount that the United States shall receive pursuant to Section 5.2(i)(i). Nothing in this Section 5.2(i)(ii) creates any rights of a Holder of a PI Claim to sue the United States or any of its agencies, including a Holder of a United States-PI Claimant Medical Expense Claim, and the United States and its agencies reserve all rights and defenses in that regard; and nothing in this paragraph is or shall be deemed a waiver of any applicable sovereign immunity with respect to any legal action against the United States or any of its agencies challenging all or any portion of the United States-PI Claimant Medical Expense Claim Settlement brought by a Holder of a PI Claim or the heirs, successors or assigns of such Holder of a PI Claim, in their capacities as such.

(iii) As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, each Holder of a United States-PI Claimant Medical Expense Claim shall, without any further action by the Bankruptcy Court, be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by the PI Trust and its agents, representatives, successors and assigns, in their respective capacities as such, of all Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the United States-PI Claimant Medical Expense Claim Settlement (other than a Cause of Action to enforce the United States-PI Claimant Medical Expense Claim Settlement, including, but not limited to, any United States-PI Claimant Medical Expense Claim Release) that the PI Trust has asserted or could assert on its own behalf or on behalf of another Person or party, 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), against a Holder of a United States-PI Claimant Medical Expense Claim and, in respect of each Holder of a United States-PI Claimant Medical Expense Claim, its respective agents, representatives, successors and assigns, in their respective capacities as such.

(iv) The payments made to the United States pursuant to Section 5.2(i)(i) of the Plan are a prepayment by the PI Trust of amounts that would otherwise be payable by certain Holders of PI Claims to Holders of United States-PI Claimant Medical Expense Claims upon receipt by such Holders of PI Claims of Distributions pursuant to the PI TDP and under the Plan. Such prepayment shall be borne equitably by such Holders of PI Claims in the form of a reduction in the Distributions otherwise payable to such Holders of PI Claims pursuant to the PI TDP.

(v) The United States Department of Defense, Defense Health Agency (in respect of the TRICARE Program) submits to the jurisdiction of the Bankruptcy Court for purposes of the United States-PI Claimant Medical Expense Claim Settlement, including, but not limited to, the United States-PI Claimant Medical Expense Claim Releases.

(vi) The United States Department of Health and Human Services, on its own behalf and on behalf of its component agencies, which are the Centers for Medicare & Medicaid Services and the Indian Health Service on behalf of its federally-operated programs; the United States Department of Defense, Defense Health Agency (in respect of the TRICARE Program); and the United States Department of Veterans Affairs submit to the exclusive jurisdiction of the Bankruptcy Court for purposes of any proceeding in respect of the interpretation or enforcement of the United States-PI Claimant Medical Expense Claim Settlement,

including, but not limited to, the United States-PI Claimant Medical Expense Claim Releases.

(j) **Individual Settlement Agreements**: Each of the Settling States, Participating Subdivisions, the Master Disbursement Trust, and the Debtors shall not enter into any side letter or separate agreement with any Sackler Family Member that grants more favorable terms or benefits, when taken as a whole, to such Sackler Family Member's Shareholder Family Group than those set forth in the Plan and the Shareholder Settlement Agreements.

5.3 ***The Plan Administration Trust***.

(a) **Establishment and Purpose of Plan Administration Trust**. On or before the Effective Date, the Debtors shall take all necessary steps to form the Plan Administration Trust in accordance with the Plan and the PAT Agreement. The Plan Administration Trust shall be established for the purposes described in this Plan and any others more fully described in the PAT Agreement, shall have no objective to continue or engage in the conduct of trade or business and shall be subject to the jurisdiction of the Bankruptcy Court. The Plan Administration Trust shall, in each case in accordance with the Plan and the PAT Agreement:

(i) hold, manage, sell and invest the PAT Assets for the benefit of Holders of Allowed Claims (other than Channeled Claims and Federal Government Unsecured Claims);

(ii) administer, process, resolve and liquidate Claims (other than Channeled Claims and Federal Government Unsecured Claims), including through the prosecution and resolution of objections to Disputed Avrio General Unsecured Claims, Disputed Adlon General Unsecured Claims or Disputed Other General Unsecured Claims;

(iii) hold and maintain the PAT Reserves and the PAT Distribution Account and maintain the Professional Fee Escrow Account and the account described in Section 5.3(e) of the Plan; and

(iv) make Distributions to Holders of Allowed Claims (other than Channeled Claims and Federal Government Unsecured Claims) and other payments from the Plan Administration Trust, the Professional Fee Escrow Account and the account described in Section 5.3(e) of the Plan.

(b) **Vesting of the PAT Assets in the Plan Administration Trust**. The Plan Administration Trust shall consist of the PAT Assets. On the Effective Date, the PAT Assets shall vest in the Plan Administration Trust, free and clear of all Claims, Interests, Liens, other encumbrances and liabilities of any kind.

(c) **Appointment and Role of the Plan Administration Trustee**. The Plan Administration Trustee shall be an existing employee of the Debtors selected by the Debtors in their sole discretion or another individual selected by the Debtors with the consent of the Creditors' Committee and the Governmental Consent Parties (which consent shall not be unreasonably withheld, conditioned or delayed). The identity and compensation of the Plan Administration Trustee shall be disclosed in the Plan Supplement. The appointment of the Plan Administration Trustee shall be approved in the Confirmation Order, and such appointment shall be effective as of the Effective Date. In accordance with the PAT

Agreement, the Plan Administration Trustee shall serve in such capacity through the earlier of (x) the date that the Plan Administration Trust is dissolved in accordance with the PAT Agreement and (y) the date the Plan Administration Trustee resigns, is terminated or is otherwise unable to serve for any reason. In furtherance of and consistent with the purpose of the Plan Administration Trust and the Plan, the Plan Administration Trustee shall:

(i) have the power and authority to perform all functions on behalf of the Plan Administration Trust;

(ii) undertake all administrative responsibilities as are provided in the Plan and the PAT Agreement, including filing the final monthly operating report (for the month in which the Effective Date occurs) and all subsequent quarterly operating reports and administering the closure of the Chapter 11 Cases, which reports shall be delivered to the Master Disbursement Trust;

(iii) be responsible for all decisions and duties with respect to the Plan Administration Trust and the PAT Assets; and

(iv) take such other actions as the Plan Administration Trust determines to be necessary or desirable to carry out the purposes of the Plan, *provided* that such authority shall be subject to Section 5.4 and Section 5.6 of this Plan, and nothing herein or in any Plan Supplement document shall grant the Plan Administration Trust any rights with respect to NewCo or its operations or the Master Disbursement Trust or its operations.

(d) **Funding of the Wind-Up Reserve; Costs and Expenses of the Plan Administration Trust**. On the Effective Date, the Debtors shall establish and fund the Wind-Up Reserve, which shall vest in the Plan Administration Trust and be held and maintained by the Plan Administration Trustee. In the event of any shortfall of funding in the Wind-Up Reserve, NewCo shall be obligated to satisfy any such deficiency, subject to the consent (not to be unreasonably withheld) of the NewCo Managers and the MDT Trustees (which obligation shall be assumed by NewCo and any successor to NewCo's business). The costs and expenses of the Plan Administration Trust, including the compensation, fees and expenses of the Plan Administration Trustee and its retained professionals, shall be paid out of the Wind-Up Reserve. The Plan Administration Trustee shall be entitled to reasonable compensation, in an amount to be determined by the Debtors, subject to the consent (not to be unreasonably withheld, conditioned or delayed) of the Creditors' Committee and the Governmental Consent Parties, and to retain and reasonably compensate counsel and other professionals, including any professional who represented parties in interest, including the Debtors, in the Chapter 11 Cases, to assist in its duties as Plan Administration Trustee on such terms as the Plan Administration Trustee deems appropriate without Bankruptcy Court approval, subject to the provisions of the PAT Agreement.

(e) **Attorneys' Fees and Expenses of Directors, Officers, Employees and Agents**.

(i) The Plan Administration Trust will promptly pay, as and when incurred after the Effective Date and before its sixth (6th) anniversary, the reasonable actual attorneys' fees and related out-of-pocket expenses incurred (A) by (x) any current or former director or officer, in each case entitled to indemnification, advancement and/or reimbursement by the Debtors in such

capacity or (y) any current or former employee of the Debtors, in the case of both (x) and (y) other than any (i) Sackler Family Member, (ii) Excluded Party, or (iii) Shareholder Released Party that (a) is entitled to access the SOR or any other reserves established under the Plan or the Settlement or (b) actually has the applicable fees paid from the SOR or any other reserves established under the Plan or the Settlement, and (B) in connection with such individual's cooperation with, or in connection with the defense of such individual with respect to, any investigation, prosecution and/or litigation involving conduct relating to the Debtors or the Debtors' business or property or any defense of this Plan, including its Releases and Channeling Injunction, *provided* that the scope of this section with respect to any individual shall not apply to fees and expenses incurred in connection with any criminal investigation of which such individual is the target or any criminal prosecution of such individual.

(ii) On or before the Effective Date, the Debtors will establish and fund a segregated account in the amount of $5 million, which shall be held and maintained by the Plan Administration Trustee to fund the foregoing payment obligations. If, at any time, the balance in such segregated account falls below $2 million, NewCo (or, at any time after a sale of all or substantially all Assets of or Interests in NewCo or if NewCo is otherwise unable to do so, the Master Disbursement Trust) shall replenish such account so that amounts in the account are not less than $5 million, provided that (x) the aggregate amount deposited into such account (including the initial deposit) shall not exceed $25 million, and (y) on the sixth (6th) anniversary of the Effective Date, any funds remaining in such account shall be released to the Master Disbursement Trust, and NewCo's (and the Master Disbursement Trust's contingent) funding obligations with respect to such account will terminate.

(iii) Notwithstanding the foregoing, the Plan Administration Trust will not pay (A) any amounts that are reimbursed from any applicable insurance policies, or (B) any otherwise reimbursable amounts incurred by any individual who (i) is found by a court of competent jurisdiction to have engaged in gross negligence, willful misconduct, any criminal act, or actual or intentional fraud, in each case relating to the Debtors or the Debtors' business or property, (ii) does not provide an appropriate undertaking consistent with the undertakings required for indemnification during the pendency of the Chapter 11 Cases, (iii) has at any time prior to the Effective Date refused or does at any time after the Effective Date refuse to testify based on a claim of privilege

against self-incrimination in any proceeding relating to the Debtors or the Debtors' business or property, (iv) does not cooperate with reasonable requests by the MDT in connection with the pursuit of any MDT Causes of Action or (v) is at any time indicted for a felony relating to the Debtors or the Debtors' business or property (provided, however, that if such individual is found to be not guilty of such felony, such indictment is dismissed or such individual is otherwise exonerated, then such expenses shall be promptly paid).

(iv) In addition to the foregoing, (i) on the Effective Date, any MDT Insurance Collateral in excess of the face amount of Mangrove Risk Solutions Bermuda Ltd (formerly known as Isosceles Insurance Ltd.) policy number PPLP-01/2019 and all interest accrued as of the Effective Date on the MDT Insurance Collateral associated with each of Mangrove Risk Solutions Bermuda Ltd (formerly known as Isosceles Insurance Ltd.) policy number PPLP-02/2019 and the Columbia Casualty Product Liabilities Insurance Policies shall be released to the Master Disbursement Trust, (ii) following the Effective Date, interest accrued on MDT Insurance Collateral associated with each of the Mangrove Risk Solutions Bermuda Ltd (formerly known as Isosceles Insurance Ltd.) policy number PPLP-01/2019 and the Columbia Casualty Product Liabilities Insurance Policies shall be swept quarterly and distributed to the Master Disbursement Trust, (iii) no later than the expiration of the policy or the sixth (6th) anniversary of the Effective Date, all MDT Insurance Collateral associated with the Mangrove Risk Solutions Bermuda Ltd (formerly known as Isosceles Insurance Ltd.) policy number PPLP-01/2019 will be released to the Master Disbursement Trust, subject to the terms of such policy and (iv) following the Effective Date, any MDT Insurance Collateral associated with any other insurance policies of NewCo will be released to the Master Disbursement Trust promptly upon such MDT Insurance Collateral being released by the applicable insurer, provided it is not necessary to support renewed policies of NewCo of similar scope. The Plan Administration Trust shall, on a quarterly basis, provide NewCo and the Master Disbursement Trust with a report of any amounts paid or billed pursuant to this section during the prior quarter. All parties covered by this Section 5.3(e) shall be deemed to release any claim against any MDT Insurance Policy.

(f) **Institution and Maintenance of Legal and Other Proceedings**. As of the date upon which the Plan Administration Trust is established, the Plan Administration Trust shall be

empowered to initiate, prosecute, defend and resolve all legal actions and other proceedings related to any Asset, liability or responsibility of the Plan Administration Trust. Such legal actions and other proceedings shall be limited solely to those required for the purposes of reconciling, administering and defending against Claims (other than Channeled Claims) and the other responsibilities of the Plan Administration Trust. The Plan Administration Trust shall be empowered to initiate, prosecute, defend and resolve all such actions in the name of the Debtors or their Estates, in each case if deemed necessary or appropriate by the Plan Administration Trustee. The Plan Administration Trust shall be responsible for the payment of all damages, awards, judgments, settlements, expenses, costs, fees and other charges incurred subsequent to the date upon which the Plan Administration Trust is established arising from, or associated with, any legal action or other proceeding brought pursuant to the foregoing. For the avoidance of doubt, the Plan Administration Trust, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and applicable state corporate law, is appointed as the successor-in-interest to, and representative of, the Debtors and their Estates for the retention, enforcement, settlement or adjustment of Claims against the Debtors (other than the Channeled Claims). For the further avoidance of doubt, neither the Plan Administration Trust nor the Plan Administration Trustee shall be vested with the rights to pursue any MDT Insurance Rights or MDT Insurance Collateral.

(g) **U.S. Federal Income Tax Matters Relating to Plan Administration Trust**. The Plan Administration Trust is intended to be treated as a trust described in IRC sections 661 through 664 and the regulations promulgated thereunder (a "complex trust"). The PAT Disputed Claims Reserves are intended to be treated as part of the Plan Administration Trust and not as separate taxable entities. All parties (including the Shareholder Payment Parties, the Debtors, the Plan Administration Trustee, each applicable Creditor Trustee, the MDT Trustees and Holders of Non-Participating Claims and other Disputed Claims) shall be required to report for tax purposes in a manner consistent with the foregoing. The Plan Administration Trustee shall file (or cause to be filed) such statements, returns, or disclosures relating to the Plan Administration Trust as are required by any Governmental Unit, including IRS Form 1041, IRS Form 1041-ES, and IRS Schedule K-1. The Plan Administration Trustee shall be responsible for payment, out of the PAT Assets, of any taxes imposed on the Plan Administration Trust or the PAT Assets, including, without limitation, estimated and annual U.S. federal income taxes. The Plan Administration Trustee shall be responsible for payment, out of the assets of each of the PAT Disputed Claims Reserves, of any taxes imposed on the applicable PAT Disputed Claims Reserve or its assets. The Plan Administration Trustee may request an expedited determination of taxes of the Plan Administration Trust under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Plan Administration Trust for all taxable periods through the dissolution of the Plan Administration Trust. Nothing in this Section 5.3(g) shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

(h) **Dissolution, Release of Reserves and Residual Value**. The Plan Administration Trust shall be dissolved and the Plan Administration Trustee shall be discharged from its duties with respect to the Plan Administration Trust upon completion of its duties as set forth in the Plan and satisfaction of the purposes of the Plan Administration Trust as set forth in the Plan and the PAT Agreement, which, for the avoidance of doubt, shall be no earlier than the later of (i) the PPLP Dissolution Date and (ii) the date on which (A) all Disputed Claims (other than Non-Participating Channeled Claims) have been resolved, (B) all PAT Assets have been liquidated and (C) all Distributions and other payments required to be made by the Plan Administration Trustee under the Plan and the PAT Agreement have been made, unless dissolution on an earlier date is authorized pursuant to a Final Order of the Bankruptcy Court. Any Cash or cash equivalents in the Plan Administration Trust remaining upon dissolution of the Plan Administration Trust, including any Surplus Reserve Cash remaining in the PAT Reserves, shall be distributed in accordance with Section 5.14(b) of the Plan.

(i) **Exculpation and Indemnification of the Plan Administration Trustee**. To the maximum extent permitted by applicable law, the Plan Administration Trustee shall not have or incur any liability for actions taken or omitted in its capacity as the Plan Administration Trustee, or on behalf of the Plan Administration Trust, except those acts found by Final Order to be arising out of its willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all of its actions or inactions in its capacity as the Plan Administration Trustee, or on behalf of the Plan Administration 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 PAT Agreement, in each case, except for any actions or inactions found by Final Order to be arising out of its willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of the Plan Administration Trustee shall be satisfied from the Wind-Up Reserve.

5.4 ***NewCo***.

(a) **Establishment and Ownership of NewCo**. On or before the Effective Date, NewCo and any Subsidiaries of NewCo shall be formed in accordance with the Plan and the NewCo Operating Agreement. Upon completion of the Restructuring Transactions, the Foundation shall hold the NewCo Interest, representing 100% of the voting and economic Interests in NewCo.

(b) **Purpose of NewCo**. From and after the Effective Date, NewCo shall operate the NewCo Transferred Assets in accordance with the terms of the NewCo Operating Agreement, and subject to the NewCo Operating Injunction and the NewCo Governance Covenants set forth in the Confirmation Order. NewCo shall be operated in a responsible and sustainable manner, balancing (i) the interests of its stakeholders to fund and provide abatement of the opioid crisis, (ii) effective deployment of its assets to address the opioid crisis and (iii) the interests of those materially affected by its conduct. In connection with any action of NewCo, all elements of NewCo's purpose as set forth in this Section 5.4(b) shall be taken into account, and NewCo shall not be required (and the NewCo Managers shall not be required to cause NewCo) to maximize NewCo's or NewCo's subsidiaries' sales or profits.

(c) **Vesting of the NewCo Transferred Assets in NewCo**. On or prior to the Effective Date, pursuant to the Plan and in accordance with the NewCo Transfer Agreement, the NewCo Transferred Assets, including the Initial NewCo Cash, shall be transferred to and vest in NewCo or one or more Subsidiaries of NewCo, in each case free and clear of all Claims, Interests, Liens, other encumbrances and liabilities of any kind; *provided* that NewCo shall comply with its obligations under the Plan, including NewCo's obligation to distribute directly to the Governmental Remediation Trust, the Tribe Trust and the Foundation the NewCo Distributable Cash in accordance with the Plan and to satisfy any deficiency of funding in the Wind-Up Reserve subject to the consent (not to be unreasonably withheld) of the NewCo Managers and the MDT Trustees (which obligation shall be assumed by NewCo and any successor to NewCo's business) and NewCo shall assume the Assumed Liabilities. Except as described in the foregoing sentence, NewCo shall have no liability for, and the NewCo Transferred Assets shall vest in NewCo free and clear of, any prepetition and postpetition Causes of Action of any kind, in each case that have been or could have been asserted against the Debtors, their Estates or their property (including, but not limited to, Claims based on successor liability) based on any acts or omissions prior to the Effective Date.

(d) **NewCo Managers**.

(i) Appointment. The board of managers of NewCo will consist of five (5) NewCo Managers, each with experience in one or more of the following areas: pharmaceuticals, public policy (including public health policy), law enforcement, ethics and compliance, finance, audit, general business and/or corporate governance

issues. The initial NewCo Managers shall be disinterested and independent, and shall be selected by the Settling States with the consent (not to be unreasonably withheld) of the Ad Hoc Committee and in consultation with the Debtors and the Creditors' Committee, and pursuant to a selection process that is reasonably acceptable to the Debtors; *provided* that the DOJ shall have the right, in its discretion, to observe such selection process. The identity of the initial NewCo Managers shall be included in the Plan Supplement. The appointment of the initial NewCo Managers shall be approved in the Confirmation Order, and such appointment shall be effective as of the Effective Date.

(ii) Responsibilities. The NewCo Managers shall, among other things, (A) determine appropriate expenditure levels for commercial operations and the Public Health Initiatives of NewCo, and (B) make all decisions with respect to NewCo operations (including, for the avoidance of doubt, to effectuate a Disposition Event (as defined in the NewCo Operating Agreement)), taking into account the public interest and NewCo's purpose; *provided*, in each of clauses (A) and (B) above, any such actions of the NewCo Managers shall be subject to oversight by the Foundation.

(e) **NewCo Distributable Cash**. On an annual basis following the Effective Date, NewCo shall pay (i) 96.7% of the Governmental NewCo Distributable Cash directly to the Governmental Remediation Trust, (ii) 3.3% of the Governmental NewCo Distributable Cash directly to the Tribe Trust and (iii) the Foundation Distributable Cash directly to the Foundation. The obligation to pay the Governmental NewCo Distributable Cash in accordance with this Section 5.4(e) shall be otherwise documented in an agreement to be negotiated between NewCo, the Governmental Remediation Trust and the Tribe Trust.

(f) **NewCo Insurance**. On or prior to the Effective Date, the Debtors shall fund an upfront premium payment from Effective Date Cash to purchase insurance required and appropriate for the business needs of NewCo, including liability and other insurance for NewCo, including, without limitation, product liability insurance and directors' and officers' liability insurance for the NewCo Managers, officers and other authorized agents, in an amount and on terms acceptable to the Debtors and the Governmental Consent Parties.

(g) **NewCo Operating Injunction and NewCo Governance Covenants**. The Confirmation Order will provide for the issuance of the NewCo Operating Injunction and the NewCo Governance Covenants. Any purchaser of NewCo's opioid business shall remain subject to the NewCo Operating Injunction and the NewCo Governance Covenants.

(h) **NewCo Monitor**. The Confirmation Order will provide for the appointment of the NewCo Monitor. The initial NewCo Monitor shall be the Purdue Monitor in place as of the Effective Date or otherwise selected by the Governmental Consent Parties with the consent of the Debtors, and in consultation with the Creditors' Committee. The identity of the NewCo Monitor shall be disclosed in the Plan Supplement. The NewCo Monitor shall be responsible for reviewing NewCo's compliance with the NewCo Operating Injunction. NewCo and its professionals and representatives, including the NewCo Managers, shall cooperate and reasonably respond to requests by the NewCo Monitor in the performance of its responsibilities, including reasonable requests for access to relevant books and records of NewCo. In furtherance of the responsibilities of the NewCo Monitor, the NewCo Monitor shall

be authorized to seek relief from the Bankruptcy Court to the extent necessary to carry out its obligations hereunder. The NewCo Monitor shall prepare and publish quarterly reports regarding the matters for which the NewCo Monitor is responsible, including NewCo's compliance with the NewCo Operating Injunction. All compensation, costs and fees of the NewCo Monitor and any professionals retained by the NewCo Monitor shall be paid by NewCo.

(i) **U.S. Federal Income Tax Matters Relating to NewCo**. The NewCo Managers shall cause NewCo to make a timely election to be treated as a corporation for U.S. federal income tax purposes effective as of the date immediately succeeding the Effective Date by the deadline for making such election. NewCo shall be responsible for filing all tax returns of NewCo and the payment, out of the Assets of NewCo, of any taxes due by or imposed on NewCo or NewCo Transferred Assets, including, without limitation, estimated and annual U.S. federal income taxes.

(j) **Exculpation and Indemnification of the NewCo Managers**. To the maximum extent permitted by applicable law, no NewCo Manager shall have or incur any liability for actions taken or omitted in his or her capacity as a NewCo Manager, or on behalf of NewCo, except those acts found by Final Order to be arising out of his or her willful misconduct, bad faith or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all actions or inactions in his or her capacity as a NewCo Manager, or on behalf of NewCo, except for any actions or inactions found by Final Order to be arising out of his or her willful misconduct, bad faith or fraud. Any valid indemnification claim of any NewCo Manager shall be satisfied by NewCo.

5.5 ***Foundation***.

(a) **Establishment and Ownership of the Foundation**. On or before the Effective Date, the Foundation shall be formed in accordance with the terms of the Plan and the Foundation Bylaws.

(b) **Appointment of the Foundation Trustees**. The board of trustees of the Foundation will consist of three (3) Foundation Trustees, each of whom shall be disinterested and independent, provided that one (but no more than one) Creditor Trustee of the Master Disbursement Trust may serve as a Foundation Trustee; *provided* further that any action taken by such individual in his or her capacity as Foundation Trustee shall not be subject to the fiduciary duties of such individual in his or her capacity as a Creditor Trustee of the Master Disbursement Trust. The initial Foundation Trustees shall be selected by the Settling States with the consent (not to be unreasonably withheld) of the Ad Hoc Committee and in consultation with the Debtors and the Creditors' Committee, and pursuant to a selection process that is reasonably acceptable to the Debtors; *provided* that the DOJ shall have the right, in its discretion, to observe such selection process. The identity of the initial Foundation Trustees shall be included in the Plan Supplement. The appointment of the initial Foundation Trustees shall be approved in the Confirmation Order, and such appointment shall be effective as of the Effective Date.

(c) **Foundation D&O Insurance and Indemnification**. On or prior to the Effective Date, the Debtors shall fund an upfront premium payment from Effective Date Cash to purchase directors' and officers' liability insurance for the Foundation Trustees in an amount and on terms acceptable to the Debtors and the Governmental Consent Parties.

(d) **U.S. Federal Income Tax Matters Relating to the Foundation**. The Foundation Trustees shall cause the Foundation to (A) be formed as a corporation and (B) be organized as a corporation that is intended to be treated as an exempt organization under IRC section 501(c)(4) for U.S. federal and applicable state and local income tax purposes.

(e) **Exculpation and Indemnification of the Foundation Trustees**. To the maximum extent permitted by applicable law, no Foundation Trustee shall have or incur any liability for actions taken or omitted in his or her capacity as a Foundation Trustee, or on behalf of NewCo, except those acts found by Final Order to be arising out of his or her willful misconduct, bad faith or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all actions or inactions in his or her capacity as a Foundation Trustee, or on behalf of NewCo, except for any actions or inactions found by Final Order to be arising out of his or her willful misconduct, bad faith or fraud. Any valid indemnification claim of any Foundation Trustee shall be satisfied by the Foundation.

5.6 ***Master Disbursement Trust***.

(a) **Establishment and Purpose of the Master Disbursement Trust**. On or before the Effective Date, the Debtors shall take all necessary steps to establish the Master Disbursement Trust in accordance with the Plan and the MDT Agreement. The Master Disbursement Trust shall be established for the purposes described in this Plan and any other purposes more fully described in the MDT Agreement and shall be subject to the jurisdiction of the Bankruptcy Court. The Master Disbursement Trust shall, in each case in accordance with the Plan and the MDT Agreement:

(i) hold, manage, sell, invest and distribute the MDT Transferred Assets for the benefit of the MDT Beneficiaries in accordance with the Private Entity Settlements and the Public Entity Settlements;

(ii) enforce, pursue, prosecute, compromise and/or settle the MDT Causes of Action, the MDT Insurance Rights and the MDT Shareholder Rights, including monitoring and enforcing the Shareholder Settlement Agreements;

(iii) make payments in satisfaction of the MDT Claims;

(iv) make Public Creditor Trust Distributions from MDT Distributable Value;

(v) hold and administer the Special Operating Reserve; and

(vi) serve as administrative agent with respect to the Released Claims Reserves.

(b) **Vesting of the MDT Transferred Assets in the Master Disbursement Trust**. The corpus of the Master Disbursement Trust shall consist of the MDT Transferred Assets. On the Effective Date, pursuant to the Plan and in accordance with the MDT Agreement, the MDT Transferred Assets shall be irrevocably transferred to and vest in the Master Disbursement Trust free and clear of all Claims, Interests, Liens, other encumbrances and liabilities of any kind; *provided* that, to the extent certain Assets comprising the MDT Transferred Assets are not known or identified as of the Effective Date, such Assets shall automatically, and without further act or deed, be transferred to and vest in the Master Disbursement Trust upon the discovery or identification thereof, including, with respect to the Surplus Reserve Cash, in accordance with Section 5.14(b) of the Plan. The Master Disbursement Trust shall have no liability for any prepetition or postpetition Causes of Action of any kind, in each case that have been or could have been asserted against the Debtors, their Estates or their property (including, but not limited to, Claims based on successor liability) based on any acts or omissions prior to the Effective Date, except as expressly set forth in the Plan and the MDT Agreement; *provided* that the Master Disbursement Trust will

assume the Channeled Claims solely for the purpose of effectuating the Master TDP in accordance with Section 5.6(g) of the Plan and issue the MDT Claims and MDT Interests in accordance with the Public Entity Settlements and the Private Entity Settlements. From and after the Effective Date, all proceeds of the MDT Transferred Assets, including, without limitation, amounts paid by Insurance Companies under the MDT Insurance Policies and amounts paid under the Master Shareholder Settlement Agreement, shall be paid to the Master Disbursement Trust to be applied in accordance with the MDT Priority Waterfall and the MDT Agreement.

(c) **Funding of the Master Disbursement Trust**. The Master Disbursement Trust shall be funded with the proceeds of the MDT Transferred Assets.

(d) **Appointment and Role of the MDT Trustees**. The board of trustees of the Master Disbursement Trust will consist of three (3) MDT Trustees with relevant experience. The MDT Trustees shall be disinterested and independent; *provided, however*, that such requirements shall not preclude any professional who represented parties in interest from serving as MDT Trustee nor any firm in which an MDT Trustee holds a financial interest from serving as a professional for the Master Disbursement Trust based solely on such previous representations. At least one (1) initial MDT Trustee shall be selected by the Settling States that have attorneys general from the Democratic Party, and at least one (1) initial MDT Trustee shall be selected by the Settling States that have attorneys general from the Republican Party, and such MDT Trustees shall select the third MDT Trustee (the "**Settling States MDT Trustees**"); *provided* that notwithstanding the above, in each case, each MDT Trustee shall be appointed with the consent of the Ad Hoc Committee in consultation with the MSGE Group and the Debtors, and the DOJ shall have the right, in its discretion, to observe such selection process. The identity of the initial MDT Trustees shall be disclosed in the Plan Supplement. The appointment of the initial MDT Trustees shall be approved in the Confirmation Order, and such appointment shall be effective as of the Effective Date. Each Settling States MDT Trustee may be removed and replaced at any time by the unanimous vote of the MDT Advisory Council Representatives from the same political party as such Settling States that selected such Settling States MDT Trustee. In furtherance of and consistent with the purpose of the Master Disbursement Trust and the Plan, the MDT Trustees shall:

(i) have the power and authority to perform all functions on behalf of the Master Disbursement Trust;

(ii) have the power and authority to perform all functions necessary to operate the Master Disbursement Trust, including, but not limited to, hiring employees or financial, tax, legal, or other necessary professionals to achieve the Master Disbursement Trust's objectives;

(iii) be responsible for all decisions and duties with respect to the Master Disbursement Trust and the MDT Transferred Assets; and

(iv) in all circumstances and at all times, act in a fiduciary capacity for the benefit and in the best interests of the MDT Beneficiaries, in furtherance of the purpose of the Master Disbursement Trust, and in accordance with the Plan, including Section 5.6(f) of the Plan, and the MDT Agreement.

(e) **Appointment and Role of the MDT Advisory Council**. There shall be an MDT Advisory Council established under the MDT Agreement that will consist of a total of seven (7) representatives (the "***MDT Advisory Council Representatives***," and each an "***MDT Advisory Council Representative***"), selected in the following manner: (i) two (2) representatives shall be selected by the

representatives of Settling States that have a state attorney general from the Democratic Party; (ii) two (2) representatives shall be selected by the representatives of Settling States that have a state attorney general from the Republican Party, and (iii) these four (4) MDT Advisory Council Representatives shall select the fifth MDT Advisory Council Representative. In addition, one (1) MDT Advisory Council Representative shall be selected by the MDL Plaintiffs' Executive Committee and one (1) MDT Advisory Council Representative shall be selected by the MSGE Group. Notwithstanding anything in the foregoing to the contrary, in each case, each MDT Advisory Council Representative shall be appointed with the consent of the Ad Hoc Committee. The Master Disbursement Trust shall regularly report to the MDT Advisory Council with respect to the operations and activities of the Master Disbursement Trust and the handling of all payments and Distributions made from the Master Disbursement Trust to the extent set forth in the MDT Agreement.

(f) **Obligations of the MDT Trustees**. The MDT Trustees shall take into account the interests of, and owe fiduciary duties to, each of the MDT Beneficiaries in making all decisions on behalf of the Master Disbursement Trust. In furtherance thereof:

(i) in the event of a Specified Breach (as defined in the Master Shareholder Settlement Agreement), the MDT Trustees will take into account the remaining rights of the Holders of MDT Claims as well as the interests of the Holders of MDT Interests in formulating and exercising appropriate remedies as they relate to the Shareholder Payment Parties and the Shareholder Release Snapback Parties, but shall in all events, to the extent there are obligations remaining to the Private Creditor Trusts upon such default, seek to utilize all other available sources of assets (including by first utilizing commercially reasonable efforts to pursue a Payment Remedy (as defined in the Master Shareholder Settlement Agreement) before electing to pursue a Shareholder Release Remedy) to pay all outstanding amounts owed to the Holders of MDT Claims then-due or to be paid in the future from amounts due from such Breaching Shareholder Family Group until such outstanding amounts have been paid in full;

(ii) the Master Disbursement Trust shall provide no less than ten (10) Business Days' advance written notice (unless urgent circumstances require less notice) to each MDT Beneficiary of any material action proposed to be taken in respect of the MDT Shareholder Rights, including any exercise of remedies under the Shareholder Settlement Agreements or the commencement or settlement of any litigation against any Shareholder Payment Party or Shareholder Release Snapback Party;

(iii) to the extent there are any disputes raised by any MDT Beneficiary regarding the operation of the Master Disbursement Trust or the actions of the MDT Trustees (including, without limitation, any action related to the MDT Shareholder Rights), (A) any MDT Beneficiary shall have the right to seek resolution by the Bankruptcy Court of such a dispute, including seeking to enjoin any disputed action by the Master Disbursement Trust, and all MDT Trustees and MDT Beneficiaries shall have the right to be heard with regard to any such dispute, including by filing

objections, declarations, statements in support or other pleadings (including with supporting evidence) or providing witness testimony at any hearing and (B) the Bankruptcy Court shall have exclusive jurisdiction to hear and resolve any such disputes, and shall be authorized to order appropriate relief (subject to the provisions of this Section 5.6(f)) and make a determination in an expedited manner, and in all events, shall make such a decision within thirty (30) days from the request for relief;

(iv) upon the payment in full in Cash of any MDT Claim, the holder of such MDT Claim shall immediately cease to be an MDT Beneficiary for all purposes under the MDT Agreement, and the MDT Trustees shall have no further fiduciary duties to such holder, and such holder shall have no further rights to commence or participate in any action relating to the operations of the Master Disbursement Trust or the actions of the MDT Trustees;

(v) the Master Disbursement Trust shall (A) provide reasonable reporting to each of the other Creditor Trusts that hold MDT Claims regarding the MDT Trustees' activities at least every four (4) months (both cumulatively and in the period just ended), including with regard to the MDT Shareholder Rights (or any reporting received), any insurance proceedings, assets (including the value thereof), expenditures, distributions and forward-looking projections (subject to appropriate limitations to be agreed by the Debtors, the Governmental Consent Parties and the Creditors' Committee), (B) make themselves reasonably available in addition to holding at least one (1) call every four (4) months for the other Creditor Trustees to answer questions of such other Creditor Trustees relating to the Master Disbursement Trust's activities, (C) provide each Private Creditor Trust and the Public School Trust with quarterly reporting regarding Litigation Costs (as defined in the Master Shareholder Settlement Agreement) and other items relating to litigation claims pertaining to such Creditor Trusts' applicable Creditor category as well as all other Creditor categories, and (D) provide the PI Trust with the information, consultation rights and notice as required pursuant to Section 5.2(e) of the Plan. Notwithstanding anything in the foregoing to the contrary, the Master Disbursement Trust shall not be required to provide any reporting to any Creditor Trust to which the Master Disbursement Trust's duties cease pursuant to Section 5.6(f)(iv).

(vi) the MDT Trustees shall be obligated to comply with the terms of the Plan, including this Section 5.6(f), and the MDT Agreement; and

(vii) in the event of any inconsistency between the terms of this Section 5.6(f) and any other provision of this Plan or the MDT Agreement, the terms of this Section 5.6(f) shall govern unless the

MDT Trustees and the Creditor Trustees for each of the Creditor Trusts mutually agree.

(g) **Assumption of Channeled Claims and Master TDP**. As of the Effective Date, any and all liability of the Debtors and the other Protected Parties for any and all Channeled Claims shall automatically, and without further act, deed or court order, be channeled to and assumed by the Master Disbursement Trust solely for the purpose of effectuating the Master TDP, pursuant to which each Channeled Claim shall either be automatically channeled to and assumed exclusively by a Creditor Trust or otherwise Disallowed and released in full. All Channeled Claims channeled to a Creditor Trust in accordance with the Master TDP shall be administered and resolved solely pursuant to, and solely to the extent provided in, the applicable Creditor Trust TDP for such Creditor Trust. Distributions, in accordance with the applicable Creditor Trust TDP, from the Creditor Trust to which a Channeled Claim is channeled, in accordance with the Master TDP, shall be the sole source of recovery, if any, in respect of such Channeled Claim, and the Holder of such Channeled Claim shall have no other or further recourse to the Protected Parties, including the Master Disbursement Trust. All Channeled Claims that are Disallowed and released and not channeled to a Creditor Trust in accordance with the Master TDP shall have no recourse to any Protected Party, including the Master Disbursement Trust. For the avoidance of doubt, in no event shall any Channeled Claim have any recourse to the Assets of the Master Disbursement Trust. In furtherance of the foregoing, the Master Disbursement Trust, subject to and only to the extent provided in the MDT Documents, shall have all defenses, cross-claims, offsets and recoupments regarding the Channeled Claims that the Debtors, the Released Parties and the Shareholder Released Parties, as applicable, have, or would have had, under applicable law, but solely to the extent consistent with the MDT Documents and the Plan; *provided* that, subject to Section 10.8(c), no such Claims, defenses or rights may be asserted against any Protected Party; and *provided, further*, that all such defenses, cross-claims, offsets and recoupments regarding any Channeled Claim that is channeled to a Creditor Trust in accordance with the Master TDP shall be transferred to such Creditor Trust with such Channeled Claim, at which point, the Master Disbursement Trust shall no longer have such defenses, cross-claims, offsets and recoupments regarding such Channeled Claim. For the avoidance of doubt, nothing in this Section 5.6(g) shall limit or affect the transfer of the MDT Insurance Rights.

(h) **MDT Operating Expenses**. On the Effective Date, the Debtors shall establish and fund the MDT Operating Reserve, which shall vest in the Master Disbursement Trust in accordance with Section 5.6(b) of the Plan and be held and maintained by the MDT Trustees. Periodically, until the dissolution of the Master Disbursement Trust, the MDT Trustees will replenish the MDT Operating Reserve from Cash held or received by the Master Disbursement Trust to the extent deemed necessary by the MDT Trustees to satisfy and pay estimated future MDT Operating Expenses; *provided, however*, that subject only to Section 5.2(g) of this Plan, payments received by the Master Disbursement Trust on account of the Governmental Entity Shareholder Direct Settlement shall be immediately transferred to the Governmental Remediation Trust and shall not be used to fund a Replenishment Transfer or the MDT Operating Reserve, and shall not be used to pay the MDT Claims. The MDT Trustees shall create and maintain an annual budget of MDT Operating Expenses, which shall be reviewed by, and reasonably acceptable to, the MDT Advisory Council. All MDT Operating Expenses shall be satisfied and paid from the MDT Operating Reserve. The MDT Trustees shall be entitled to reasonable compensation and to retain and reasonably compensate counsel and other professionals, including any professional who represented parties in interest in the Chapter 11 Cases, to assist in the duties of the Master Disbursement Trust on such terms as the MDT Trustees deem appropriate without Bankruptcy Court approval, subject to the provisions of the MDT Agreement. The initial compensation of the MDT Trustees shall be reasonably acceptable to the Debtors and the Governmental Consent Parties, and thereafter shall be subject to the annual budgets prepared by the MDT Trustees.

(i) **Transfer of the MDT Insurance Rights**. In furtherance of the transfer of the MDT Transferred Assets to the Master Disbursement Trust and in accordance with the MDT Agreement, on the Effective Date, the Debtors shall irrevocably transfer, grant and assign to the Master Disbursement Trust, and the Master Disbursement Trust shall receive and accept, any and all of the MDT Causes of Action and MDT Insurance Rights. To the extent any Insurance Company would be obligated in respect of any MDT Insurance Policy to pay any Channeled Claim on behalf of one or more of the Debtors, the Debtors shall transfer and assign to the Master Disbursement Trust the right to enforce such Insurance Company's obligation. The foregoing transfer shall be (i) free and clear of all encumbrances and Causes of Action of any nature whatsoever, (ii) made to the maximum extent possible under applicable law, (iii) absolute and without requirement of any further action by the Debtors, the Liquidating Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Bankruptcy Court or any other Person, and (iv) governed by, and construed in accordance with, the Bankruptcy Code and the other applicable laws governing the applicable MDT Insurance Policies. Notwithstanding the foregoing, the Master Disbursement Trust shall become and remain liable in full for and shall satisfy, to the extent required under applicable law, any prospective premiums, deductibles, self-insured retentions and any other amounts or obligations arising in any way out of the receipt of payment from an Insurance Company in respect of the MDT Insurance Rights; *provided* that, for the avoidance of doubt, the Master Disbursement Trust will not be required to pay premiums or any other amounts for Purdue Insurance Policies that are not MDT Insurance Policies. The transfer of the MDT Insurance Rights contemplated in this Section 5.6(i) is not an assignment of any insurance policy itself. The Confirmation Order shall contain findings reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties related to or necessary to preserve all MDT Insurance Rights.

(j) **Transfer of MDT Shareholder Insurance Rights**. On the Effective Date, in consideration of the Shareholder Releases, the Shareholder Released Parties shall irrevocably transfer, grant, and assign to the Master Disbursement Trust, and the Master Disbursement Trust shall receive and accept, any and all MDT Shareholder Insurance Rights. Each Shareholder Released Party shall be deemed to have irrevocably transferred, granted, and assigned to the Master Disbursement Trust any and all MDT Shareholder Insurance Rights without further action and without further consideration to such Shareholder Released Party. Pursuant to the Plan, the foregoing transfer shall be (i) free and clear of all encumbrances and Causes of Action of any nature whatsoever, (ii) made to the maximum extent possible under applicable law, (iii) absolute and without requirement of any further action by the Shareholder Released Parties, the Debtors, the Liquidating Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Bankruptcy Court or any other Person, and (iv) governed by, and construed in accordance with, the Bankruptcy Code and the other applicable laws governing the MDT Shareholder Insurance Rights. The transfer of the MDT Shareholder Insurance Rights is not an assignment of any insurance policy itself. For the avoidance of doubt, the transfer of the MDT Shareholder Insurance Rights is in addition to the other obligations of the Shareholder Released Parties set forth herein. The Shareholder Released Parties will make best efforts to provide the Master Disbursement Trust access to information and copies of documents that are reasonably necessary to preserve, secure, or obtain the benefit of the MDT Shareholder Insurance Rights, and will comply in all respects with the Plan to preserve, secure, or obtain the benefit of the MDT Shareholder Insurance Rights, including but not limited to the obligations set forth in Section 8.8(b). The Confirmation Order shall contain findings reasonably acceptable to the Creditors' Committee and the Governmental Consent Parties related to or necessary to preserve all MDT Shareholder Insurance Rights. Notwithstanding the foregoing in this paragraph, to the extent that (y) a Shareholder Released Party has, prior to the Effective Date, provided notice of a Claim under a Reserved MDT Insurance Policy under which a Shareholder Released Party is covered and (z) such Claim is not one for which such Shareholder Released Party receives the benefit of the Shareholder Releases (a "***Retained Shareholder Insurance Claim***"), such Shareholder Released Party shall not be deemed to have irrevocably transferred, granted, and assigned to the Master Disbursement Trust the Retained Shareholder Insurance Claim, and such Shareholder Released Party shall be entitled to pursue any such Retained Shareholder Insurance Claim

prior to and after the Effective Date; *provided* that, notwithstanding the foregoing, with respect to the Retained Shareholder Insurance Claims, each Shareholder Released Party, in consideration of the Shareholder Releases, (A) will confer and fully cooperate with the Master Disbursement Trust in connection with the settlement of all claims or rights under such MDT Insurance Policy, including the Retained Shareholder Insurance Claims, and including but not limited to as set forth in Section 8.8(b)(i) of the Plan, and (B) in the event the Master Disbursement Trust has obtained settlement terms that it deems acceptable in its sole discretion, and such settlement terms include a settlement of any Retained Shareholder Insurance Claim, each Shareholder Released Party with rights under such Retained Shareholder Insurance Claim shall be deemed to consent to the release of any claims or rights held by such Shareholder Released Party against and under such MDT Insurance Policy, with the same effect as if such Shareholder Released Party had executed such settlement agreement, and without further consideration to such Shareholder Released Party from the insurance settlement proceeds or otherwise in respect of such settlement. After the Effective Date, no Shareholder Released Party shall be entitled to submit a claim under any MDT Insurance Policy (with the exception of a current or former director, officer, manager, authorized agent or employee that is not a Sackler Family Member, but solely to the extent such individual has a right to submit a claim after the Effective Date pursuant to Section 8.8(b)(ii) of the Plan).

(k) **Shareholder Insurance Release**. On the Effective Date, in consideration of the Shareholder Releases, all Sackler Family Members shall irrevocably, fully and forever release and discharge any obligation to indemnify and/or to defend the Sackler Family Members under the Isosceles Insurance Ltd. policy number PPLP-01/2019 for any Claim or loss of any type or nature whatsoever, whether known or unknown. The Sackler Family Members hereby surrender all rights, interest in and Claim to any benefit under the Isosceles Insurance Ltd. policy number PPLP-01/2019, and acknowledge that (i) all rights, interest in and Claim to any benefit they may have under the Isosceles Insurance Ltd. policy number PPLP-01/2019 are fully terminated on the Effective Date; and (ii) after the Effective Date, the Sackler Family Members will not receive and cannot claim any further benefits under the Isosceles Insurance Ltd. policy number PPLP-01/2019 for any time period and shall have no rights whatsoever under or relating to the Isosceles Insurance Ltd. policy number PPLP-01/2019.

(l) **Institution and Maintenance of Legal and Other Proceedings**. As of the date upon which the Master Disbursement Trust is established, the Master Disbursement Trust shall be empowered to initiate, prosecute, defend and resolve all legal actions and other proceedings related to any Asset, liability or responsibility of the Master Disbursement Trust, including in respect of the MDT Causes of Action, the MDT Insurance Rights and the MDT Shareholder Rights. Such legal actions and other proceedings shall be limited solely to those required for the purposes of satisfying the responsibilities of the Master Disbursement Trust, including in respect of the MDT Causes of Action, the MDT Insurance Rights and the MDT Shareholder Rights. The Master Disbursement Trust shall be empowered to initiate, prosecute, defend and resolve all such actions in the name of the Debtors or their Estates, in each case if deemed necessary or appropriate by the MDT Trustees. The Master Disbursement Trust shall be responsible for the payment of all damages, awards, judgments, settlements, expenses, costs, fees and other charges incurred subsequent to the date upon which the Master Disbursement Trust is established arising from, or associated with, any legal action or other proceeding brought pursuant to the foregoing.

(m) **U.S. Federal Income Tax Matters Relating to the Master Disbursement Trust**. The Master Disbursement Trust is intended to be treated, and shall be reported, as a "qualified settlement fund," and the receipt of (i) any MDT Transferred Assets (and any other amounts received by the Master Disbursement Trust pursuant to the Plan) that are treated as amounts transferred to the Master Disbursement Trust for purposes of Treasury Regulations section 1.468B-2(b)(1) and (ii) the proceeds received in respect of any MDT Transferred Assets (and any other amounts received by the Master Disbursement Trust pursuant to the Plan) that are not described in clause (i) above (including, without limitation, proceeds received in respect of the MDT Shareholder Rights) by the Master Disbursement Trust

are intended to be treated as amounts transferred by, or on behalf of, a "transferor" to a "qualified settlement fund," within the meaning of Treasury Regulations section 1.468B-1 for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes, to the extent applicable. All parties (including, without limitation, the Shareholder Payment Parties, Holders of Claims against or Interests in the Debtors, the Related Parties of such Holders, the Debtors, the Creditor Trusts, the Creditor Trustees, the MDT Trustees and the Master Disbursement Trust) shall report consistently with the foregoing for all applicable tax reporting purposes. An MDT Trustee shall be the "administrator," within the meaning of Treasury Regulations section 1.468B-2(k)(3), of the Master Disbursement Trust. The administrator of the Master Disbursement Trust shall be responsible for filing all tax returns required to be filed by or on behalf of the Master Disbursement Trust and the payment, out of the Assets of the Master Disbursement Trust, of any taxes due by or imposed on the Master Disbursement Trust. The MDT Trustees may request an expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the Master Disbursement Trust for all taxable periods through the dissolution of the Master Disbursement Trust. Nothing in this Section 5.6(m) shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

(n) **Distributions from the Master Disbursement Trust Free and Clear**. All Distributions made by the Master Disbursement Trust to the MDT Beneficiaries shall be made in accordance with the notice provisions of the Shareholder Settlement Agreements, as applicable, and in the absence of applicable notice provisions therein to the applicable Creditor Trust, as directed in writing by the corresponding trustees, on no less than ten (10) Business Days' notice to all MDT Beneficiaries; *provided* that such advance notice requirements shall not be required for the Initial Private Creditor Trust Distributions, Initial Public Creditor Trust Distributions or the Initial Public Schools Distribution. Such Distributions thereafter shall become the property of such MDT Beneficiary, 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. Such distributions to each Creditor Trust shall become the property of such Creditor Trust, and shall be used for the administration (including the payment of Creditor Trust Operating Expenses) of such Creditor Trust, to make Distributions on account of Channeled Claims channeled to such Creditor Trust in accordance with the applicable Creditor Trust TDP and for such other purposes as may be specifically set forth in the applicable Creditor Trust Documents.

(o) **Dissolution, Release of Reserves and Residual Value**. The Master Disbursement Trust shall be dissolved and the MDT Trustees shall be discharged from their respective duties with respect to the Master Disbursement Trust upon completion of their duties as set forth in this Plan and the MDT Agreement, which, for the avoidance of doubt, shall be no earlier than the date on which (i) all Assets held by the Master Disbursement Trust, including the MDT Transferred Assets, have been liquidated and (ii) all payments and other distributions required to be made from the Master Disbursement Trust under the Plan and the MDT Agreement have been made, including payment in full in Cash of all MDT Claims, unless dissolution on an earlier date is authorized pursuant to a Final Order of the Bankruptcy Court. Upon dissolution of the Master Disbursement Trust, any Cash remaining in the MDT Operating Reserve or otherwise held by the Master Disbursement Trust shall be distributed in accordance with the MDT Priority Waterfall and the MDT Agreement; *provided* that, in the event the Master Disbursement Trust is dissolved prior to the payment in full in Cash of all MDT Claims, all outstanding amounts under such MDT Claims shall be deemed due and payable for purposes of the distribution of such remaining Cash pursuant to the MDT Priority Waterfall. Subject to the foregoing sentences, the Master Disbursement Trust shall be dissolved at such time as the MDT Trustees determine that the administration of any remaining assets of the Master Disbursement Trust is not likely to yield sufficient additional proceeds to justify further pursuit.

(p) **Exculpation and Indemnification of the MDT Trustee and the MDT Advisory Council Representatives**. To the maximum extent permitted by applicable law, each of the MDT

Trustees and MDT Advisory Council Representatives shall not have or incur any liability for actions taken or omitted in his or her capacity as an MDT Trustee or MDT Advisory Council Representative, or on behalf of the Master Disbursement Trust, except those acts found by Final Order to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all of his or her actions or inactions in his or her capacity as an MDT Trustee or MDT Advisory Council Representative, or on behalf of the Master Disbursement 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 MDT Agreement, in each case, except for any actions or inactions found by Final Order to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of the MDT Trustees or the MDT Advisory Council Representatives shall be satisfied from the MDT Operating Reserve.

5.7 ***Special Operating Reserve; Released Claims Reserves***.

(a) **Establishment of Special Operating Reserve and Released Claims Reserves**.

(i) On or before the Effective Date, the Debtors shall establish the Special Operating Reserve which shall vest in the Master Disbursement Trust in accordance with Section 5.6(b) of the Plan and be held and maintained by the Master Disbursement Trust. The Special Operating Reserve shall be funded initially in the aggregate amount of $200 million by withholding, in each case from Shareholder Estate Settlement Distributions, (a) $20 million from the Initial Private Creditor Trust Distributions and the Initial Public Schools Distribution and (b) $180 million from the Initial Public Creditor Trust Distributions (the "***SOR Holdback***"). The Master Disbursement Trust, as administrative agent, shall facilitate the releases from the Special Operating Reserve in accordance with terms and consent procedures set forth in Exhibit N to the Master Shareholder Settlement Agreement.

(ii) On the Effective Date, each Creditor Trust shall establish the Released Claims Reserves and, once amounts are funded from the corresponding Creditor Trust PRA Non-Participating Claims Reserves in accordance with Section 7.8(b) or Section 7.8(c), as applicable, be otherwise held and maintained by such Creditor Trust with the Master Disbursement Trust serving as administrative agent with respect thereto. The Master Disbursement Trust, as administrative agent, shall facilitate the releases from the Released Claims Reserves in accordance with terms and consent procedures set forth in Exhibit N to the Master Shareholder Settlement Agreement.

(b) **Reversion of Special Operating Reserve and Released Claims Reserves**. Subject in all respects to the Master Shareholder Settlement Agreement, on the First Reversion Date, (A) one third (1/3) of the balance of each of the Special Operating Reserve and each Released Claims Reserves will be released to the Master Disbursement Trust or the applicable Creditor Trust, respectively, after completion of all requirements set forth in the Master Shareholder Settlement Agreement and (B) Replenishment Transfers shall cease.

(i) Unless and until Material Litigation is commenced or continued prior to any of the times set forth below against any Shareholder Released Party after the First Reversion Date, then:

(A) Upon the first anniversary of the First Reversion Date, if and only if no Material Litigation is or has been pending for the prior thirty (30) days, fifty percent (50%) of each of the remaining balance of the Released Claims Reserves and Special Operating Reserves will be released to the applicable Creditor Trust or the Master Disbursement Trust, respectively;

(B) Upon the second anniversary of the First Reversion Date, if and only if no Material Litigation is or has been pending for the prior thirty (30) days, fifty percent (50%) of each of the remaining balance of the Released Claims Reserves and Special Operating Reserve will be released to the applicable Creditor Trust or the Master Disbursement Trust, respectively; and

(C) Thereafter, upon the date when no litigation is or has been pending for the prior thirty (30) days, the remaining balance of each of the Released Claims Reserves and Special Operating Reserve will be released to the applicable Creditor Trust or the Master Disbursement Trust, respectively.

(ii) Upon a Suspension Event:

(A) All releases from the Released Claims Reserves and Special Operating Reserve described in Section 5.7(b)(i) of the Plan shall cease; and

(B) If the Material Litigation is of the type referenced in clause (1)(a) of the definition of "Material Litigation" in the Master Shareholder Settlement Agreement (i.e., any litigation by a Material Litigant against Shareholder Released Parties regarding Covered Conduct) or clause (2) thereof (500 or more separate lawsuits (i.e., not aggregated and not in a class) pending against Shareholder Released Parties concerning Covered Conduct being pursued by non-Material Litigants), the Master Disbursement Trust shall resume Replenishment Transfers pursuant to Section 5.7(b)(i) of the Plan.

(C) Following a Suspension Event, a new First Reversion Date shall occur on the next date when no Material Litigation is or has been pending for thirty (30) days. The Sackler Parties' Representative shall report the occurrence of a new First Reversion Date to the Master Disbursement Trust in accordance with Section 7(b)(v)(B) of Exhibit N the Master Shareholder

Settlement Agreement. On such new First Reversion Date or as soon as reasonably practicable thereafter, Replenishment Transfers shall cease and one third (1/3) of the balance of each of the Special Operating Reserve and Released Claims Reserves will be released to the Master Disbursement Trust and/or the applicable Creditor Trust, respectively, in accordance with Section 5.7(b)(iii) of the Plan, after completion of all requirements set forth in Exhibit N to the Master Shareholder Settlement Agreement.

Thereafter:

(D) Upon the first anniversary of the First Reversion Date, if and only if no Material Litigation is or has been pending for the prior thirty (30) days, one half (1/2) of the remaining balance of each of the Special Operating Reserve will be released to the Master Disbursement Trust and Released Claims Reserves will be released to the applicable Creditor Trust; and

(E) Upon the second anniversary of the First Reversion Date, if and only if no Material Litigation is or has been pending for the prior thirty (30) days, one half (1/2) of the remaining balance of each of the Special Operating Reserve will be released to the Master Disbursement Trust and Released Claims Reserves will be released to the applicable Creditor Trust;

(F) Thereafter, upon the date when no litigation against any of the Shareholder Released Parties with respect to Covered Conduct is or has been pending for the prior thirty (30) days, the remaining balance of each of the Special Operating Reserve will be released to the Master Disbursement Trust and Released Claims Reserves will be released to the applicable Creditor Trust;

provided, that if money remains in the Released Claims Reserves or the Special Operating Reserve after the twelfth (12^{th}) SSA Payment Date, then:

(G) All remaining funds in the Released Claims Reserves will be released to the applicable Creditor Trust no later than thirty (30) days after the first date that no Material Litigation against any of the Shareholder Released Parties with respect to Covered Conduct is pending.

(H) All but $25 million of the remaining funds in the Special Operating Reserve will be released to the Master Disbursement Trust for the benefit of the applicable Creditor Trust(s) no later than six (6) months after the first date that no Material Litigation against any of the

Shareholder Released Parties with respect to Covered Conduct is pending; and all funds remaining in the Special Operating Reserve from the $25 million described in clause (H) of this proviso will be released to the Master Disbursement Trust for distribution to the Creditor Trusts pursuant to Section 5.7(b)(iii) no later than six (6) months after the first date that no litigation against any of the Shareholder Released Parties with respect to Covered Conduct is pending.

(iii) Master Disbursement Trust shall first allocate all reversion funds received from the Special Operating Reserve to the Private Creditor Trusts in proportion to their respective SOR Holdback until they have received a cumulative amount of such reversion funds equal to the Private Claimants' Priority Reversion.

(iv) If by the ninth (9^{th}) SSA Payment Date the Master Disbursement Trust has not made allocations to the Private Creditor Trusts pursuant to Section 5.7(b)(iii) of the Plan in an amount equal to the Private Claimants' Priority Reversion, then the Special Operating Reserve shall release funds to the Master Disbursement Trust for distribution to the Private Creditor Trusts on the ninth (9^{th}) SSA Payment Date in an amount equal to the shortfall. Upon a release from the Special Operating Reserve to the Master Disbursement Trust pursuant to Sections 5.7(b)(i)(C), 5.7(b)(ii)(C) of the Plan, the Master Disbursement Trust will allocate $200,000 immediately prior to such release to the Private Creditor Trusts.

(c) **U.S. Federal Income Tax Matters Relating to the Special Operating Reserve and Released Claims Reserves.** The Special Operating Reserve and each of the Released Claims Reserves are intended to be treated and shall be reported as separate qualified settlement funds within the meaning of Treasury Regulations section 1.468B-1 for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes. The Master Shareholder Settlement Agreement provides that PRA L.P. shall timely elect pursuant to Treasury Regulations Section 1.468B-1(k) (and any applicable state and local income tax purposes), to treat the Special Operating Reserve and each of the Released Claims Reserves as a "grantor trust," all of which is owned, for federal and applicable state and local income tax purposes only, by PRA L.P., and that PRA L.P. shall maintain such election and shall not revoke such election without the prior written consent of the Master Disbursement Trust and/or the applicable Creditor Trusts, and this Section 5.7(c) assumes that is the case. All parties (including the Shareholder Payment Parties, the Debtors, the Plan Administration Trustee, each applicable Creditor Trustee, the MDT Trustees and Holders of Non-Participating Claims) shall be required to report for tax purposes in a manner consistent with the foregoing. An MDT Trustee shall be the "administrator" of the Special Operating Reserve. The Creditor Trustee corresponding to the Creditor Trust that holds each Released Claims Reserve shall be the "administrator" of each such Released Claims Reserve. The Master Shareholder Settlement Agreement provides that PRA L.P. shall take into account all items of income, gain, loss, deduction and credit (including capital gains and losses) recognized by or otherwise attributable to the Special Operating Reserve and each Released Claims Reserve for U.S. federal (and any applicable state or local) income tax purposes on its tax returns. An MDT Trustee or a Creditor Trustee, as applicable, may request an expedited determination of taxes of the Special Operating Reserve or any of the Released Claims Reserves, as applicable, under section 505(b) of the Bankruptcy Code for all returns, if any, filed for, or on behalf of,

the Special Operating Reserve or Released Claims Reserves for all taxable periods through the dissolution of the Special Operating Reserve or Released Claims Reserve, as applicable. Nothing in this Section 5.7(c) shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

5.8 ***Creditor Trusts***.

(a) **Establishment and Purpose of the Creditor Trusts**. The Confirmation Order shall endorse and direct, to the extent not already established, the establishment of the Creditor Trusts on or prior to the Effective Date in accordance with the terms of the respective Creditor Trust Documents. The Creditor Trusts shall be independent from the Holders of Claims against the Debtors and shall be subject to the exclusive jurisdiction of the Bankruptcy Court (other than as specifically set forth in the Creditor Trust Documents). The Creditor Trusts shall be established for the purposes described in this Plan and any other purposes more fully described in the Creditor Trust Documents. Each Creditor Trust shall, in each case, in accordance with the Plan, the Confirmation Order and the applicable Creditor Trust Documents:

(i) hold, manage and invest all funds and other Assets received by such Creditor Trust from the Debtors and the Master Disbursement Trust, as applicable (including, with respect to the Public Creditor Trusts, the MDT Interests), in each case, for the benefit of the beneficiaries of such Creditor Trust;

(ii) hold and maintain the Creditor Trust Operating Reserve of such Creditor Trust;

(iii) administer, process, resolve and liquidate Channeled Claims, including Non-Participating Channeled Claims, applicable to such Creditor Trust, in each case as provided in the applicable Creditor Trust Documents;

(iv) establish and administer the applicable Creditor Trust Non-Participating Claims Reserves;

(v) establish and administer the applicable Released Claims Reserves; and

(vi) exercise rights over any proposed use of funds in the applicable Released Claims Reserve held in such Creditor Trust to the extent set forth in Exhibit N and Exhibit Z to the Master Shareholder Settlement Agreement.

(b) **Role of the Creditor Trustees**. In furtherance of and consistent with the purposes of the Creditor Trusts and the Plan, the Creditor Trustees shall have the power and authority to perform all functions on behalf of the respective Creditor Trusts, subject to the Creditor Trust Documents for such Creditor Trusts. The Creditor Trustees shall undertake all administrative responsibilities as are provided in the Plan and the applicable Creditor Trust Documents. The Creditor Trustees shall be responsible for all decisions and duties with respect to the respective Creditor Trusts, subject to the Creditor Trust Documents for such Creditor Trusts. In all circumstances, each Creditor Trustee shall be independent and disinterested and, in its capacity as a Creditor Trustee, shall act in the best interests of the beneficiaries of such Creditor Trust, in furtherance of the purpose of such Creditor Trust and in accordance with this Plan and the applicable Creditor Trust Documents. In accordance with the Creditor Trust Documents, each

Creditor Trustee shall serve in such capacity through the earlier of (x) the date that the applicable Creditor Trust is dissolved in accordance with the applicable Creditor Trust Documents and (y) the date such Creditor Trustee resigns, is terminated or is otherwise unable to serve for any reason.

(c) **Appointment of the Creditor Trustees and Creditor Trust Overseers**. In furtherance of and consistent with the purposes of the Creditor Trusts and the Plan, the Creditor Trust Documents for each of the Creditor Trusts shall provide for the appointment of the Creditor Trustees and, if applicable, Creditor Trust Overseers for each of the Creditor Trusts. The identity of the initial Creditor Trustees and the initial Creditor Trust Overseers shall be as disclosed in the Plan Supplement as of the date hereof, or shall otherwise be:

(i) with respect to the Governmental Remediation Trust, selected in accordance with the terms of the Governmental Remediation Trust Documents;

(ii) with respect to the Tribe Trust, selected by the Native American Tribe Group with the consent of the Debtors (which consent shall not be unreasonably withheld, delayed or denied);

(iii) with respect to each of the following Private Creditor Trusts, selected as follows: (A) with respect to the TPP Trust, by the Third-Party Payor Group, (B) with respect to the Healthcare Provider Trust, by the Ad Hoc Group of Hospitals, (C) with respect to the ERP Trust, by the ERP Trustee (and, for the avoidance of doubt, the Creditor Trustee and/or Creditor Trust Overseer for the ERP Trust may be the ERP Trustee) and (D) with respect to the PI Trust, by the Ad Hoc Group of Individual Victims; and

(iv) with respect to the Public School Trust, by the Public School District Claimants.

(d) **PI Trust Distributions**.

(i) The PI Trust shall, in accordance with the Plan, the Confirmation Order and the PI Trust Documents, make Distributions on account of Allowed PI Channeled Claims to Holders of such Allowed PI Channeled Claims, subject to the PI Trust Deductions and Holdbacks, which Distributions may be made directly (i) to the Holder of the PI Claim (if pro se), or (ii) to counsel for the Holder of the PI Claim by (A) payment to the respective counsel's client trust account or by sending a check to the respective counsel's address that is payable jointly to such counsel and the Holder of the PI Claim, or (B) payment to the Sub-Qualified Settlement Fund for such counsel. The PI Trust shall establish the PI Trust NAS Fund and the PI Trust Non-NAS Fund, and shall deposit (i) the NAS PI Portion into the PI Trust NAS Fund and (ii) the Non-NAS PI Portion into the PI Trust Non-NAS Fund, in each case, periodically as funds are received by the PI Trust. The PI Trust shall make Distributions on account of Allowed NAS PI Channeled Claims solely from the PI Trust NAS Fund in accordance with the NAS PI TDP, and shall make Distributions

on account of Allowed Non-NAS PI Channeled Claims solely from the PI Trust Non-NAS Fund in accordance with the Non-NAS PI TDP, in each case, subject to the PI Trust Deductions and Holdbacks. The PI Trust shall reserve the NAS Medical Expense Claim Settlement Reserve Amount, which shall be paid to the United States in accordance with Section 5.2(i)(i) of the Plan.

(ii) Subject to the terms of the PI Trust Documents, checks or digital payments issued by the PI Trust directly to Holders of PI Claims shall be null and void if not negotiated or claimed, respectively, within 180 calendar days from and after the date of issuance thereof, unless, in each case, the PI Claims Administrator determines, in its sole discretion, there was good cause for any Holder's failure to do so. After such 180-calendar-day period, the relevant PI Claim (and any Claim for reissuance of the original check or digital payment) shall be automatically discharged and forever barred and all title to and all beneficial interests in the cash represented by any such non-negotiated check or unclaimed digital payment shall revert to the PI Trust and may be redistributed by the PI Trust in accordance with the terms of the Plan and the PI Trust Documents.

(iii) Except as otherwise set forth in Section 5.8(d)(iv) of the Plan, (A) the PI Trust shall have no obligation to reserve or set aside any funds for PI Claims that may be transmitted by Kroll to the PI Trust more than fourteen (14) days after the Effective Date, and (B) the PI Trust shall be fully released and discharged from any liability or responsibility with respect to any PI Claims not affirmatively identified and delivered to the PI Trust by Kroll within fourteen (14) days following the Effective Date.

(iv) To the extent that there are any proofs of claim filed by Holders of PI Claims on or before the Effective Date that are not provided to the PI Trust within fourteen (14) days of the Effective Date, Kroll shall indemnify the PI Trust solely for any amounts owing to such Holder (not to exceed $15,000 per Holder) to the extent that at the time such Holder of a PI Claim seeks payment from the PI Trust, the PI Trust does not have funds and does not reasonably expect to receive funds to pay such Holder (and, for the avoidance of doubt, the PI Trust shall not be required to reserve any amounts for such payments, except as otherwise described in the Plan). For purposes of this provision, and consistent with the PI Trust Agreement and the PI TDP, the PI Trust shall be permitted to use uncashed checks or unclaimed digital payments available pursuant to Section 5.8(d)(ii) to satisfy the amount (if any) owing to such Holder of a PI Claim and the PI Trust shall be required to exhaust such uncashed checks or unclaimed digital payments and any other available funds prior to seeking indemnification from Kroll. Further, and for the avoidance of doubt, if the claim of any Holder of a PI Claim that filed a proof of claim as of the Bar Date is wrongly placed in a different Class under the Plan, and is later

moved to Class 10(a) or Class 10(b) after the Effective Date and such Holder is entitled to any Distribution under the PI Trust, Kroll shall not be responsible for any indemnification of such Claim, and the PI Trust shall reserve $1,000,000 for distribution to such Holders. For the avoidance of doubt, except as otherwise expressly set forth in this Section 5.8(d)(iv), nothing in Section 5.8(d) shall limit or otherwise modify the scope of the exculpation and releases granted to Kroll under this Plan, including pursuant to Sections 10.6(a), 10.6(b) and 10.12 of the Plan.

(e) **Rights of the Creditor Trustee for the TPP Trust under the LRP Agreement**. Pursuant to and in accordance with the LRP Agreement, the Creditor Trustee for the TPP Trust shall have the right (i) to inquire periodically with the Creditor Trustee for the PI Trust, the claims administrator appointed in respect of the PI Trust and the escrow agent for the TPP LRP Escrow Account as to whether the TPP LRP Escrow Account has been properly funded and payments therefrom are being made to the LRP Participating TPPs as required under the LRP Agreement, and to request evidence of the same, and (ii) to seek entry of an order by the Bankruptcy Court enforcing the LRP Agreement, including the obligations to provide such information and evidence, in the event the Creditor Trustee for the TPP Trust reasonably believes that the TPP LRP Escrow Account has not been properly funded as required by the LRP Agreement, payments have not been made to LRP Participating TPPs as required by the LRP Agreement, and/or any of the Creditor Trustee for the PI Trust, the claims administrator appointed in respect of the PI Trust and the escrow agent for the TPP LRP Escrow Account is not responding to reasonable requests by the Creditor Trustee for the TPP Trust for such information and evidence.

(f) **Assumption of Obligations and Liabilities**. In furtherance of the purposes of the Plan and the Creditor Trusts, pursuant to the Master TDP and subject to the applicable Creditor Trust Documents, each Creditor Trust shall (i) expressly assume sole and exclusive responsibility and liability for (A) the Channeled Claims channeled to such Creditor Trust in accordance with the Master TDP and (B) all Creditor Trust Operating Expenses of such Creditor Trust and (ii) have (A) the rights provided to such Creditor Trust in accordance with the Private Entity Settlements and Public Entity Settlements and (B) all defenses, cross-claims, offsets and recoupments regarding such Channeled Claims that the Debtors, the Released Parties and the Shareholder Released Parties, as applicable, have, or would have had, under applicable law, but solely to the extent consistent with the applicable Creditor Trust Documents and this Plan; *provided* that no such Claims, defenses or rights may be asserted against any Protected Party.

(g) **Administration of Channeled Claims and Creditor Trust TDPs**. Pursuant to the Master TDP, (i) all Non-Federal Domestic Governmental Channeled Claims will be administered by the Governmental Remediation Trust and resolved in accordance with, and to the extent provided in, the Governmental Remediation Trust Documents, (ii) all Tribe Channeled Claims will be administered by the Tribe Trust and resolved in accordance with, and to the extent provided in, the Tribe TDP, (iii) all Third-Party Payor Channeled Claims will be administered by the TPP Trust and resolved in accordance with, and to the extent provided in, the TPP TDP, (iv) all Healthcare Provider Channeled Claims will be administered by the Healthcare Provider Trust and resolved in accordance with, and to the extent provided in, the Healthcare Provider TDP, (v) all Public School Channeled Claims will be administered by the Public School Trust and resolved in accordance with, and to the extent provided in, the Public School TDP, (vi) all ER Physician Channeled Claims will be administered by the ERP Trust and resolved in accordance with, and to the extent provided in, the ERP TDP, and (vii) all PI Channeled Claims will be administered by the PI Trust and resolved in accordance with, and to the extent provided in, the PI TDP. Each of the Creditor Trusts shall be funded in accordance with the Public Entity Settlements and the Private

Entity Settlements, as applicable. The Creditor Trust shall, in accordance with, and to the extent provided in, the applicable Creditor Trust Documents and/or the Creditor Trust TDPs, (y) determine the eligibility, amount and Allowance (if applicable) of such Channeled Claims; and (z) make all determinations with respect to Distributions to be made by the respective Creditor Trusts. The foregoing determinations by the Creditor Trusts shall be final and binding, and shall not be subject to any challenge or review of any kind, by any court or other Person, except as set forth in the Creditor Trust TDPs. Distributions by the Creditor Trusts shall be the sole source of recovery, if any, in respect of Channeled Claims, and Holders of Channeled Claims shall have no other or further recourse to the Protected Parties; *provided* that the foregoing shall not diminish, or otherwise alter, the rights of LRP Participating TPPs under the LRP Agreement or the rights of non-LRP Participating TPPs at law.

(h) **Trust Reporting Obligations**. Each of the Creditor Trusts shall be required to provide (i) any periodic forwarding, not more frequently than every three months, of applicable bank statements with respect to the Released Claims Reserves and Claims Reserves, or, (ii) solely at the applicable trustee's election, such other reporting as provides the Master Disbursement Trust with substantially similar relevant information as appears in such bank statements, in each case, which the applicable trustee may redact (or cause to be redacted) to exclude information that it considers not reasonably necessary for the Master Disbursement Trust to provide information with respect to the Released Claims Reserves and Claims Reserves.

(i) **Institution and Maintenance of Legal and Other Proceedings**. As of the date upon which each Creditor Trust is established, such Creditor Trust shall be empowered to initiate, prosecute, defend and resolve all legal actions and other proceedings related to any Asset, liability or responsibility of such Creditor Trust. Such legal actions and other proceedings shall be limited solely to those required for purposes of reconciling, administering or defending against the Channeled Claims channeled to such Creditor Trust and for enforcing the rights of such Creditor Trust under the Plan and the Plan Documents (including the rights of the Creditor Trustee for the TPP Trust specifically enumerated in the LRP Agreement). Each Creditor Trust shall be empowered to initiate, prosecute, defend and resolve all such actions in the name of the Debtors or their Estates, in each case if deemed necessary by the applicable Creditor Trustee to fulfill the purposes for which such Creditor Trust was created. Each Creditor Trust shall be responsible for the payment of all damages, awards, judgments, settlements, expenses, costs, fees and other charges incurred subsequent to the date upon which such Creditor Trust is established arising from, or associated with, any legal action or other proceeding brought pursuant to the foregoing. For the avoidance of doubt, each Creditor Trust, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and applicable state corporate law, is appointed as the successor-in-interest to, and representative of, the Debtors and their Estates for the retention, enforcement, settlement or adjustment of the applicable Channeled Claims channeled to such Creditor Trust.

(j) **Creditor Trust Operating Expenses**. The Creditor Trustees shall be entitled to reasonable compensation and to retain and reasonably compensate counsel and other professionals to assist in their duties without Bankruptcy Court approval, subject to the provisions of the applicable Creditor Trust Documents. Creditor Trust Operating Expenses of each Creditor Trust shall be satisfied and paid from such Creditor Trust's Creditor Trust Operating Reserve in accordance with the applicable Creditor Trust Documents. Periodically, until the dissolution of a Creditor Trust, the applicable Creditor Trustee will replenish the Creditor Trust Operating Reserve from Cash held or received by such Creditor Trust to the extent deemed necessary by such Creditor Trustee to satisfy and pay estimated future Creditor Trust Operating Expenses in accordance with the Creditor Trust Documents.

(k) **U.S. Federal Income Tax Matters Relating to the Creditor Trusts and Sub-Qualified Settlement Funds**. Each Creditor Trust (other than any Tribe Trust entity that is formed as a legal entity other than a trust) and each Sub-Qualified Settlement Fund is intended to be treated, and shall

be reported, as a "qualified settlement fund," and the Initial Private Creditor Trust Distributions, distributions on account of the MDT Private Claims, Public Creditor Trust Distributions, Initial Public Schools Distribution, distributions on account of the MDT Public School Districts Claim, the right to receive Governmental NewCo Distributable Cash, distributions from the PI Trust to a Sub-Qualified Settlement Fund and any other amounts received pursuant to the Plan, as applicable, made to the applicable Creditor Trust or Sub-Qualified Settlement Fund are intended to be treated as amounts transferred by, or on behalf of, a "transferor" to a "qualified settlement fund," within the meaning of Treasury Regulations section 1.468B-1 for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes to the extent applicable. All parties (including, without limitation, the Shareholder Payment Parties, Holders of Claims against or Interests in the Debtors, the Related Parties of such Holders, the Debtors, the Creditor Trusts, the Creditor Trustees, the MDT Trustees and the Master Disbursement Trust) will be required to report consistently with the foregoing for all applicable tax reporting purposes. A Creditor Trustee from each relevant Creditor Trust shall be the "administrator" within the meaning of Treasury Regulations section 1.468B-2(k)(3) of the applicable Creditor Trust, and the order establishing each Sub-Qualified Settlement Fund shall identify the administrator for each such Sub-Qualified Settlement Fund. The administrator of each such Creditor Trust or Sub-Qualified Settlement Fund shall be responsible for filing all tax returns required to be filed by or on behalf of the applicable Creditor Trust or Sub-Qualified Settlement Fund and the payment, out of the assets of such Creditor Trust or Sub-Qualified Settlement Fund, of any taxes due by or imposed on such Creditor Trust or Sub-Qualified Settlement Fund. Each Creditor Trustee and any administrator of a Sub-Qualified Settlement Fund may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the applicable Creditor Trust or Sub-Qualified Settlement Fund for all taxable periods through the dissolution of such Creditor Trust or Sub-Qualified Settlement Fund. Nothing in this Section 5.8(k) shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

(l) **Exculpation and Indemnification of the Creditor Trustees and the Creditor Trust Overseers**. To the maximum extent permitted by applicable law, each of the Creditor Trustees and Creditor Trust Overseers shall not have or incur any liability for actions taken or omitted in his or her capacity as a Creditor Trustee or Creditor Trust Overseer, or on behalf of the applicable Creditor Trust, except those acts found by Final Order to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all of his or her actions or inactions in his or her capacity as a Creditor Trustee or Creditor Trust Overseer, or on behalf of the applicable Creditor Trusts, 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 applicable Creditor Trust Documents, in each case, except for any actions or inactions found by Final Order to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Creditor Trustees or Creditor Trust Overseers shall be satisfied from the respective Creditor Trusts.

(m) **Dissolution of the Creditor Trusts**. Each Creditor Trust shall be dissolved and the applicable Creditor Trustee shall be discharged from its duties with respect to such Creditor Trust upon completion of its duties and the satisfaction of the purposes of the Creditor Trust as set forth in this Plan and the applicable Creditor Trust Documents.

5.9 ***Attorneys' Fees and Costs***.

(a) **Local Government Fees**. On the Effective Date, the Local Government Fee Fund shall be established for the payment of costs and expenses (including attorneys' fees) of Holders of Non-Federal Domestic Governmental Channeled Claims (other than States) subject to the terms set forth

herein, other than amounts paid pursuant to the AHC Reimbursement Agreement Assumption Order or the MSGE Group Reimbursement Order.

(i) The Local Government Fees Fund shall be funded beginning on the second MDT Distribution Date (the "**Initial LG Fund Funding Date**") and continuing on each Scheduled MDT Distribution Date thereafter, from periodic distributions in an amount equal to 8.5% of all Distributions made on account of Non-Federal Domestic Governmental Channeled Claims, excluding (A) any Distributions relating to MDT Insurance Proceeds and proceeds of MDT Causes of Action, which will be subject to subsection (ii) below, and (B) any amounts distributed on account of such Non-Federal Domestic Governmental Channeled Claims on the Effective Date, but including, for the avoidance of doubt, any Distributions on account of amounts payable under the Governmental Entity Shareholder Direct Settlement beginning on the second MDT Distribution Date; *provided* that the amount to be distributed to the Local Government Fee Fund pursuant to this subsection shall not exceed $370 million in the aggregate (the "**Aggregate LG Fund Cap**"); *provided, further* that amounts funded pursuant to this Section 5.9(a) shall be allocated and applied in accordance with Exhibit R to the Governmental Entities Settlement Agreement, in each case, as follows:

(A) $4 million annually for a maximum of five (5) years (plus 4.25% of any Distribution constituting a Settlement Prepayment (as defined under the Master Shareholder Settlement Agreement)), to the "Cost Fund" established in the MDL Proceeding, not to exceed $20 million in the aggregate;

(B) for any additional amounts (I) 40% to the "Contingency Fee Fund" established in the MDL Proceeding (which fund is to be managed by the fee panel appointed in connection with the MDL Proceeding), not to exceed $140 million on account of Distributions to Non-Federal Domestic Governmental Channeled Claims other than as set forth in (ii) hereof, and (II) 60% to the "Common Benefit [Fee] Fund" established in the MDL Proceeding, not to exceed $210 million in the aggregate on account of Distributions to Non-Federal Domestic Governmental Channeled Claims other than as set forth in (ii) hereof; and

(C) as consideration for the settlement between holders of certain public and private Claims regarding Special Operating Reserves, timing of payment and allocation matters, the Local Government Fee Fund shall also be funded, on or after the Initial LG Fund Funding Date, from Distributions made on account of Non-Federal

Domestic Governmental Channeled Claims (as qualified in this Section 5.9(a)(i) above) (i) in an amount equal to $6.8 million[10] and (ii) up to $1.7 million,[11] which amounts shall be subject in each case to the Aggregate LG Fund Cap;

(ii) In addition to the amounts described in subsection (i) above, the Local Government Fee Fund shall be funded on or after the Initial LG Fund Funding Date with additional amounts equal to (I) 12.4% of the MDT Insurance Proceeds which amounts, if any, shall be deposited into an account designated by the MDL Plaintiffs' Executive Committee for the benefit of the "Common Benefit [Fee] Fund" established in the MDL Proceeding (MDL Dkt. No. 4428, May 9, 2022) to be paid as directed by the MDL PEC Co-Leads in accordance with direction from the MDL Fee Panel and the MDL Court, and (II) 12.4% of the proceeds of any MDT Causes of Action[12] which amounts, if any, shall be allocated and applied in accordance with Exhibit R to the Governmental Entities Settlement Agreement, (A) 40% to the "Contingency Fee Fund" established in the MDL Proceeding, and (B) 60% to the "Common Benefit [Fee] Fund" established in the MDL Proceeding; and all such amounts shall be incremental to, and not otherwise count against, the Aggregate LG Fund Cap; *provided*, for the avoidance of doubt, such funded amounts shall not be considered "Distributions" for the purpose of subsection (i) above; *provided, further*, such amounts in this Section 5.9(a)(i) and (ii) shall be subject to Sections 5.2(e)(iii) and 5.2(g) of this Plan, as applicable.

(iii) Payments from the Local Government Fee Fund shall be administered in accordance with Exhibit R to the Governmental Entities Settlement Agreement and be the exclusive means of payment from the Public Creditor Trusts for costs and expenses (including attorneys' fees) of any Holder of a Non-Federal Domestic Governmental Channeled Claim (other than a State) or any attorney therefor, other than (i) amounts paid or to be paid from the Public Creditor Trusts in accordance with existing agreements, contracts or statutes setting forth the allocation and uses of abatement funds or backstop fee arrangements between States and their Subdivisions; and (ii) amounts paid in accordance with the order of the MDL Court establishing the Common

[10] Such amount is equal to 8.5% of $80 million.

[11] To be calculated as 8.5% of amounts up to $20 million received by the Private Creditor Trusts in accordance with the Master Shareholder Settlement Agreement (and due when such amounts are received by the Private Creditor Trusts) in respect of (A) the Private Claimants' Priority Reversion and (B) the other amounts contemplated to be paid under Section 4(e) of Exhibit N to the Master Shareholder Settlement Agreement. For the avoidance of doubt, all of the consideration that is to be paid as part of this Section 5.9(a)(i)(C) shall be paid from Distributions made on account of Non-Federal Domestic Governmental Channeled Claims, and not from Distributions made to Private Creditor Trusts or the Public School Trust.

[12] For the avoidance of doubt, to the extent any Cause of Action that would have otherwise become an MDT Cause of Action is settled and paid pre-Effective Date, the provisions of this section shall apply to the settlement amounts for any such Cause of Action.

Benefit Fund; *provided*, *however*, nothing this Section 5.9(a)(iii) or Exhibit R to the Governmental Entity Settlement Agreement shall override the payment obligations contemplated by Section 5.9(a)(i).

(iv) Except as otherwise agreed in writing by the MSGE Group and the MDL Plaintiffs' Executive Committee, the MSGE Fee Allocation Agreement shall be and remain fully enforceable and shall apply to the Local Government Fee Fund; *provided* that the costs associated with the arbitration process contemplated under the MSGE Fee Allocation Agreement shall not be paid by the Debtors, their Estates or any Creditor Trust.

(b) **State Costs and Expenses**. On the Effective Date, the State Expenses Fund shall be established for the payment of expenses (including attorneys' fees) of the States (including any ad hoc group thereof), other than amounts already paid, or any amounts paid or payable under the AHC Reimbursement Agreement Assumption Order, the MSGE Group Reimbursement Order, or any other Order of the Bankruptcy Court; *provided* that the State Expenses Fund shall be funded beginning on the second MDT Distribution Date and continuing on each Scheduled MDT Distribution Date thereafter. The State Expenses Fund shall be funded from periodic distributions in an amount equal to 4.5% of the Distributions made on account of Non-Federal Domestic Governmental Channeled Claims, excluding any amounts distributed on account of such Non-Federal Domestic Governmental Channeled Claims on the Effective Date, but including (a) any Distributions on account of amounts payable under the Governmental Entity Shareholder Direct Settlement beginning on the second MDT Distribution Date, and (b) any Distributions relating to MDT Insurance Proceeds and proceeds of MDT Causes of Action; *provided* that such amount shall not exceed $200 million in the aggregate (the "**Aggregate State Expenses Cap**"); *provided* that such amounts in this Section 5.9(b) shall be subject to Sections 5.2(e)(iii) and 5.2(g) of this Plan, as applicable. Amounts funded pursuant to this Section 5.9(b) shall be allocated and applied in accordance with Exhibit S to the Governmental Entities Settlement Agreement.

(c) **Tribe Costs and Expenses**. On the Effective Date, the Tribe Attorney Fee Fund shall be established for the payment of certain attorneys' fees and costs of tribal attorneys for Holders of Tribe Channeled Claims, subject to the terms set forth herein. The Tribe Attorney Fee Fund shall be funded from periodic distributions in an amount equal to 8.5% of the Distributions made on account of the Tribe Channeled Claims including (i) any amounts distributed on account of such Tribe Channeled Claims on the Effective Date and (ii) any Distributions on account of amounts payable to Tribes by the Estate or pursuant to the Tribe Direct Shareholder Settlement, except that in the case of periodic distributions made on account of Tribe Channeled Claims relating to MDT Insurance Proceeds or MDT Causes of Action (including third-party claims) recovered by the Estate, the Tribe Attorney Fee Fund shall be funded in an amount equal to 12.4% of such Distributions,[13] provided that from all such amounts, (i) $100,000 shall be set aside for reimbursement of costs of such tribal attorneys and (ii) for any additional amounts in excess of the amount set aside for costs (A) 40% shall be paid to the "Tribal Contingency Fee Fund" established in the MDL Proceeding for the payment of contingency fees and costs for tribal attorneys, and (B) 60% shall be paid to the "Common Benefit Fee Fund" established in the MDL Proceeding. The Tribe Attorney Fee Fund shall be administered in accordance with the Tribal Direct Settlement Agreement.

[13] For the avoidance of doubt, to the extent any Cause of Action that would have otherwise become an MDT Cause of Action is settled and paid pre-Effective Date, the provisions of this subsection shall apply to the settlement amounts for any such Cause of Action.

For the avoidance of doubt, in no event shall (i) any of the provisions of Section 5.9(a)-(c) of this Plan, other than the recognition of the priority of Section 5.2(e)(iii) of this Plan in such provisions, or (ii) any of the provisions of Exhibit R to the Governmental Entity Shareholder Direct Settlement Agreement, have any effect on the Holders (including any Distributions to such Holders) of Claims in Classes 6-10 (or the rights of any of their attorneys to receive payment in full pursuant to their fee contracts, or the rights of any attorneys to any ad hoc group to receive payment pursuant to the rest of this Section 5.9, or the rights of any attorneys to any opt-out class actions to receive payment in accordance with any of their class action documents), except to the extent expressly set forth in Section 5.9(d) hereof.[14]

(d) **Common Benefit Fund Assessments**. On the Effective Date, the following assessments shall be made to the Common Benefit Fund established by the MDL Court (the "**Common Benefit Fund**") (MDL Dkt. No. 4428, May 9, 2022): (i) 5% of the gross distributions made to the Private Creditor Trusts (after accounting for any Reserves) on account of Estate Distributions, to be distributed to the Common Benefit Fund when claimants receive distributions from such Private Creditor Trusts, (ii) 5% of the gross distributions made to the Private Creditor Trusts (after accounting for any Retained Payments or Reserves) on account of the Direct Claims Shareholder Settlements, including for the avoidance of doubt amounts paid to Private Creditor Trusts pursuant to the Opt-Out Class Action Settlements, and (iii) 5% of the gross distributions to the Public Schools Trust (after accounting for any Retained Payments or Reserves, as applicable), *provided* that, for the avoidance of doubt, to the extent any amounts are distributed from the Reserves to the Private Creditor Trusts or the Public Schools Trust or their beneficiaries, the assessments set forth in this Section 5.9(d) shall be applied to the gross amounts of such distributions. The assessments payable by the Public School Trust shall be deducted from and paid at the time of the fee award described in Section 5.9(i)(ii). All assessments made by the Private Creditor Trusts shall be transferred to and distributed in accordance with the order of the MDL Court establishing the Common Benefit Fund. To the extent a Holder of a Hospital Channeled Claim, a Third-Party Payor Channeled Claim, an NAS PI Channeled Claim, a Non-NAS PI Channeled Claim, or an ERP Channeled Claim (or any ad hoc group consisting of Holders of any of the foregoing) has retained counsel through a contingency fee arrangement, any contingency fees owed to such contingency counsel payable from Distributions under the Plan shall be reduced by the full amount payable under this Section 5.9(d).[15] However, the applicable Holder and its counsel, in their sole discretion, may agree that an amount up to but not exceeding 2/5 of the amount payable under this Section 5.9(d) (i.e., the 5% referenced in (i) and (ii) above) may be applied to the reimbursement of actual costs and expenses incurred by such Holder's counsel, in which case such agreed cost-reimbursement amount shall not reduce the contingency fee amounts payable to such counsel. For the avoidance of doubt, notwithstanding anything herein or in Exhibit R to the Governmental Entities Settlement Agreement to the contrary, the assessments set forth in this subparagraph, including for the avoidance of doubt the assessment on distributions made to Private Creditor Trusts and the Public Schools Trust pursuant to each of the Opt-Out Class Action Settlements, shall not be subject to modification or increase by the Bankruptcy Court or the MDL Court. For the avoidance of doubt, none of the Debtors, the Ad Hoc Committee, the MSGE Group, or the MDL Plaintiffs Executive Committee shall be permitted to agree to any reduced or less restrictive terms concerning the 5% Common Benefit Fund assessment (or its implementation) provided under any portion of this Section 5.9(d) (or any

[14] Further, the MDL Court shall not have jurisdiction to interpret, decide, hear disputes, or enforce any provision of or regarding this Plan, the Confirmation Order, or any of the Opt-Out Class Actions of any of the Private Claimants related to this Plan, nor any of the agreements or documents related thereto, nor will this Plan or Exhibit R to the Governmental Entity Settlement Agreement be construed to grant the MDL Court jurisdiction over such claimants, their counsel, or counsel to any ad hoc group of such claimants, in each case in their capacity as such, that the MDL Court does not otherwise have.

[15] For the avoidance of doubt, any amount payable to counsel to the Ad Hoc Group of Individual Victims or the Ad Hoc Group of NAS Children on an hourly basis (including incremental amounts in consideration of deferring payment of hourly fees) shall not constitute a "contingency fee," and the agreement in respect thereof shall not constitute a "contingency fee arrangement," in each case for purposes of Section 5.9 of the Plan.

portion of Section 5.9) for any of the Ad Hoc Group of Hospitals, the ERP Trustee, the Third-Party Payor Group, the NAS Committee, the Ad Hoc Group of Individual Victims, or the Public School Districts, absent (with regard to the Debtors, the Ad Hoc Committee, or the MSGE Group) the express written consent of the MDL Plaintiffs Executive Committee; *provided* that if any such agreement is made, then such modification shall apply to each of such groups, *mutatis mutandis.*

(e) **Healthcare Provider Costs and Expenses**. On the Effective Date, the Hospital Attorney Fee Fund shall be established for the payment of attorneys' fees and costs of the Ad Hoc Group of Hospitals with respect to Healthcare Provider Channeled Claims. The Hospital Attorney Fee Fund shall be funded with (i) 20% of each Estate Distribution[16] made by the Healthcare Provider Trust to Holders of Healthcare Provider Channeled Claims that have not retained (or are not part of an ad hoc group that has retained), on or before the General Bar Date as reflected in a timely filed Proof of Claim or representation to the Healthcare Provider Trust in accordance with the Healthcare Provider TDP, separate counsel through an individual contingency fee arrangement *less* (ii) the amount of such Distributions payable to the Common Benefit Fund under Section 5.9(d). The Hospital Attorney Fee Fund shall be administered by the Healthcare Provider Trust on terms acceptable to the Ad Hoc Group of Hospitals.

(f) **Ratepayer Costs and Expenses**. In the event that the Ratepayer Mediation Participants Stipulation has been entered into on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter, the attorneys' fees of the Ratepayer Mediation Participants shall be paid from Effective Date Cash in an amount equal to $1.4 million.

(g) **ERP Costs and Expenses**. The ERP Trust shall pay or reimburse, as applicable, the compensation, costs and expenses of professionals that represented or advised the ERP Trustee in connection with the Chapter 11 Cases, to the extent provided for in the ERP Trust Documents.

(h) **PI Claimant Costs and Expenses**.

(i) Debtors shall pay the reasonable and documented fees and expenses of the Ad Hoc Group of Individual Victims subject to the entry of a Final Order granting the Ad Hoc Group of Individual Victims' request for allowance of such fees and expenses under section 503(b) of the Bankruptcy Code, which request shall be supported by the Debtors and the Creditors' Committee and considered at the Confirmation Hearing. In the event such a Final Order is (i) not entered or (ii) entered allowing fees and expenses in an amount less than reasonable and documented fees and expenses requested, then (A) the PI Trustee shall pay or reimburse, as applicable, the reasonable and documented fees and expenses of professionals that represented or advised the Ad Hoc Group of Individual Victims in connection with the Chapter 11 Cases, as and to the extent provided in the PI Trust Agreement and subject to Bankruptcy Court approval of such fees and expenses as provided in the Confirmation Order and (B) such fees and expenses paid or reimbursed, as applicable, by the PI Trust shall be deducted from Distributions from the PI Trust Non-NAS Fund

[16] For clarity, all legal fees in respect of settlement proceeds from the Hospital Shareholder Direct Settlement Portion shall be determined by the U.S. District Court for the District of New Mexico; counsel for the Ad Hoc Group of Hospitals will seek allowance and payment of a contingent fee (which is presently anticipated to be one-third of such proceeds, plus expenses), *provided*, that nothing herein shall impact the assessments being made to the Common Benefit Fund pursuant to section 5.9(d).

to Holders of Allowed Non-NAS PI Channeled Claims pursuant to the PI Trust Documents.

(ii) The PI Trustee shall pay or reimburse, as applicable, the reasonable and documented fees and expenses of professionals that represented or advised the NAS Committee in connection with the Chapter 11 Cases, as and to the extent provided in the PI Trust Agreement and subject to Bankruptcy Court approval of such fees and expenses as provided in the Confirmation Order. Such compensation, costs and fees paid or reimbursed, as applicable, by the PI Trust shall be deducted from Distributions from the PI Trust NAS Fund to Holders of Allowed NAS PI Channeled Claims and pursuant to the PI Trust Documents. Nothing in this Section 5.9 shall impair or otherwise affect any fee contract that is not a contingency fee contract between the Ad Hoc Group of Individual Victims and its professionals, or between the NAS Committee and its professionals. For the avoidance of doubt, the reasonable costs and expense of the NAS Committee's professionals shall be paid in accordance with the applicable contingency fee agreements.

(i) **Public School Districts' Costs and Expenses**. Notwithstanding any other provision in this document, the Public School District Claimants' putative class counsel and other professionals that represented or advised the Public School District Claimants shall be paid or reimbursed, as applicable, reasonable fees and costs as follows, provided that the aggregate amount of such payments and/or reimbursements, when added to the amount payable by the Public School Trust to the Common Benefit Fund under Section 5.9(d) and this Section 5.9(i), shall not exceed 25% of the sum of the Initial Public Schools Distribution, the Second Public Schools Distribution and the Third Public Schools Distribution:

(i) From the distributions made to benefit the Public School Trust on account of the Estate Distributions, the amount of $500,000 shall be reserved for payment or reimbursement, as applicable, of the out-of-pocket litigation expenses (including expert fees and expenses) of special bankruptcy counsel and/or other professionals that represented or advised the Public School District Claimants to be computed based upon reasonable hourly rates and costs incurred, and not to include any premium to reasonable hourly rates, subject to Bankruptcy Court approval of such litigation expenses as provided in the Confirmation Order;

(ii) From the remaining distributions made to benefit the Public School Trust on account of the Estate Distributions, the Public School District Claimants' putative class counsel shall be paid or reimbursed, as applicable, reasonable attorneys' fees and litigation costs in an amount to be determined by mediator Ken Feinberg subject to Bankruptcy Court approval of such litigation expenses as provided in the Confirmation Order, less an amount equal to 5% of the gross distributions made to benefit the Public School Trust on account of Estate Distributions (after accounting

for any Reserves) which shall be contributed as assessments to the Common Benefit Fund; and

(iii) From the Shareholder Direct Settlement Portion with respect to the Public School Channeled Claims, the Public School District Claimants' putative class counsel shall be paid or reimbursed, as applicable, reasonable attorneys' fees and litigation costs in an amount to be determined by the U.S. District Court Judge of the District Court where the proposed public schools class action settlement is filed, less an amount equal to 5% of the gross distributions made to benefit the Public School Trust on account of the Public School District Shareholder Direct Settlement (after accounting for any Retained Payments or Reserves),which shall be contributed as assessments to the Common Benefit Fund.

(j) **No Impairment of Contingency Fee Contracts; No Further Assessment**. Except as expressly set forth in this Section 5.9, nothing in the Plan shall impair or otherwise affect any contingency fee contract between any Holder of a Claim (or any ad hoc group of Holders of Claims) and such Holder's (or ad hoc group's) counsel, nor shall it impair or otherwise affect any fees awarded as part of any class action settlement (except as otherwise provided herein, including as set forth below). In this regard, the payment of the assessments described in this Section 5.9 shall be the only payment that such Holders (or their counsel) who receive Distributions under and in accordance with the applicable Private Creditor Trust or the Public Schools Trust shall ever have to make to the Common Benefit Fund solely with respect to amounts distributed under this Plan, and amounts distributed pursuant to the Plan to such Holders or payments to such Holders' attorneys in respect thereof shall not be subject to any further or other common benefit or similar assessments. For the avoidance of doubt, the parties agree that a common benefit fund assessment of the same type and amount (and subject to the same restrictions) as set forth herein will be applied to the Class Action Settlements, and that such assessment will be the only assessment applied to such Class Action Settlements, and no other provision of this Plan, any Direct Claims Settlement agreement, or any other document will have any force or effect on such Class Action Settlement (nor will the MDL Court have any jurisdiction over any such settlements).

5.10 ***Transferability of Distribution Rights***.

Any right to receive a Distribution or other payment from the Plan Administration Trust (including any PAT Distribution Account or PAT Reserve), a Creditor Trust or the Master Disbursement Trust shall not be evidenced by any certificate, security, receipt or in any other form or manner whatsoever, except on the books and records of the Plan Administration Trust (as maintained by the Plan Administration Trustee), the applicable Creditor Trust (as maintained by the applicable Creditor Trustees) or the Master Disbursement Trust (as maintained by the MDT Trustees), as applicable. Further, any right to receive a Distribution or other payment from the Plan Administration Trust (including any PAT Distribution Account or PAT Reserve), a Creditor Trust or the Master Disbursement Trust shall be nontransferable and nonassignable except by will, intestate, succession or operation of law or as otherwise provided in the Plan, the applicable Creditor Trust Documents, Governmental Entity Shareholder Direct Settlement Agreement or the MDT Agreement. Any rights to receive a Distribution or other payment from the Plan Administration Trust (including any PAT Distribution Account or PAT Reserve), a Creditor Trust or the Master Disbursement Trust shall not constitute "securities" and shall not be registered pursuant to the Securities Act. If it is determined that such rights constitute "securities," the exemption provisions of section 1145(a)(1) of the Bankruptcy Code would be satisfied and such securities would be exempt from registration.

5.11 ***Insurance Neutrality***.

Nothing in the Plan, the Plan Documents or the Confirmation Order shall alter, supplement, change, decrease or modify the terms (including conditions, limitations and/or exclusions) of the Purdue Insurance Policies, including the MDT Insurance Policies; *provided* that, notwithstanding anything in the foregoing to the contrary, the enforceability and applicability of the terms (including conditions, limitations and/or exclusions) of the Purdue Insurance Policies, including the MDT Insurance Policies, and thus the rights or obligations of any of the Insurance Companies, the Debtors and the applicable post-Effective Date Entities, including the Master Disbursement Trust, arising out of or under any Purdue Insurance Policy, including any MDT Insurance Policy, whether before or after the Effective Date, are subject to the Bankruptcy Code and applicable law (including any actions or obligations of the Debtors thereunder), the terms of the Plan and the Plan Documents, the Confirmation Order (including the findings contained therein or issued in conjunction therewith, including but not limited to any findings pursuant to Sections 5.2 and 5.6(i) of the Plan) and, to the extent the Insurance Companies have or had adequate notice from any source, any other ruling made or order entered by the Bankruptcy Court whether prior to or after the Confirmation Date. For the avoidance of doubt, nothing contained in the Plan, the Plan Documents or the Confirmation Order shall operate to require any Insurance Company to pay under any Purdue Insurance Policy the liability of any Person that was not an insured prior to the Petition Date.

5.12 ***Transfer of Books and Records; Cooperation; Privilege***.

(a) **Transfer of Books and Records to NewCo and the Plan Administration Trust**. Except with respect to Excluded Assets, all documents, books and records of the Debtors shall be transferred and assigned to NewCo on or prior to the Effective Date pursuant to the NewCo Transfer Agreement; *provided* that, from and after the date of such transfer, the Plan Administration Trustee shall have the right to retain copies of all transferred documents, books and records and NewCo shall permit the Plan Administration Trustee and its counsel and representatives to have full access to such transferred documents, books and records. All documents, books and records of the Debtors that are Excluded Assets shall be transferred and assigned to the Plan Administration Trust; *provided* that, except for the Excluded Privileged Materials, NewCo shall receive copies of all documents, books and records of the Debtors that are Excluded Assets. Any documents transferred under this Section 5.12(a) that are documents that were produced to the Debtors by Shareholder Released Parties in connection with Purdue Legal Matters shall continue to remain subject to the terms of the Protective Order and any order of the Bankruptcy Court or provision of this Plan affording confidentiality protections to such documents, unless such documents are included in the Public Document Repository in accordance with the Plan and the Master Shareholder Settlement Agreement.

(b) **Cooperation with the Master Disbursement Trust and the Creditor Trusts**. On the Effective Date or as soon as reasonably practicable thereafter, the Debtors shall transfer and assign, or cause to be transferred and assigned, (i) to the MDT Trustees, (A) copies of all MDT Insurance Policies, (B) information and copies of documents, including books and records of the Debtors that reasonably relate to (I) any Claims previously noticed, tendered or submitted or paid by any Insurance Company under the MDT Insurance Policies and (II) any MDT Causes of Action, and (C) other information and copies of all other documents, including books and records of the Debtors that are reasonably necessary to preserve, secure or obtain the benefit of the MDT Insurance Rights, pursue the MDT Causes of Action or liquidate any other MDT Transferred Assets and (ii) to each Creditor Trust, a copy of the Proofs of Claims for Channeled Claims channeled to such Creditor Trust. Subject to Section 5.12(c) of the Plan, the materials to be provided pursuant to this Section 5.12(b) include those in the possession of the Debtors' current and former insurance coverage counsel. On and after the Effective Date, the Plan Administration Trustee and NewCo may maintain their respective documents, books and records in accordance with their respective document retention policies set forth in the PAT Agreement and the NewCo Operating

Agreement, respectively. Prior to the Effective Date, the Debtors shall use reasonable best efforts to provide the Creditors' Committee and the Governmental Consent Parties reasonable access to current employees and professionals of the Debtors (including insurance brokers) with knowledge concerning the information and documents to be provided to the Master Disbursement Trust under this Section 5.12(b), and, after the Effective Date, NewCo shall use best efforts to provide the Master Disbursement Trust reasonable access to employees and professionals of NewCo with knowledge concerning such information and documents and to facilitate access to former employees and professionals of the Debtors (including insurance brokers). The Plan Administration Trustee and NewCo shall respond to reasonable requests of (x) the MDT Trustees for information and documents related to the MDT Insurance Rights, the MDT Causes of Action or otherwise, in each case to the extent reasonably necessary for the administration of the Master Disbursement Trust, and (y) each Creditor Trustee for information and documents relating to the applicable Channeled Claims or otherwise, in each case to the extent reasonably necessary for the administration of the applicable Creditor Trust. In the event of any dispute between the MDT Trustees and NewCo regarding the delivery of information or documents requested pursuant to clause (x) of the foregoing sentence, the MDT Trustees shall have the right to request intervention by the Foundation Trustees to resolve any such dispute.

(c) **Privilege**. The transfer or assignment of information and copies of documents, including books and records, in accordance with this Section 5.12, shall not result in the destruction or waiver of any applicable Privileges. On the Effective Date, all Privileges in connection with the information or documents transferred in accordance with this Section 5.12 shall be transferred to, and vest exclusively in, NewCo, the MDT Trustees, the Plan Administration Trustee and the Creditor Trustees in accordance herewith. Further, with respect to the transfer of Privileges to the MDT Trustees and the Creditor Trustees, such Privileges shall (i) be transferred to such MDT Trustees and Creditor Trustees for the purpose of enabling such Persons to perform their respective duties as set forth in the Plan or in the MDT Agreement or the applicable Creditor Trust Documents and for no other reason, (ii) vest solely in the MDT Trustees and the Creditor Trustees and not in the Master Disbursement Trust or the Creditor Trusts, or any other committee or subcomponent of the Master Disbursement Trust or the Creditor Trusts, or any other Person (including counsel and other professionals) who is (or has been engaged by, represents or has represented) any Holder of a Claim against or Interest in the Debtors or any Person that alleges or may allege a Claim, directly or indirectly, relating to or arising out of the Debtors' Products or operations and (iii) be preserved and not waived as a result of such transfer. For the avoidance of doubt, any such transfer shall have no effect on any right, Claim or Privilege of any Person other than the Debtors. No information subject to a Privilege shall be disclosed or communicated by the MDT Trustees or the Creditor Trustees (x) to any Person not entitled to receive such information, including for the avoidance of doubt any Person (including counsel and other professionals) who is (or has been engaged by, represents or has represented) any Holder of a Claim against or Interest in the Debtors or any Person that alleges or may allege a Claim, directly or indirectly, relating to or arising out of the Debtors' Products or operations or (y) for any reason or in any manner other than as necessary for such Persons to perform their respective duties as set forth in the Plan or in the MDT Documents or the applicable Creditor Trust Documents. Notwithstanding the foregoing, nothing herein shall preclude the MDT Trustees from providing information or documents received pursuant to this Section 5.12 to any Insurance Company as necessary to preserve, secure or obtain the benefit of the MDT Insurance Rights.

5.13 ***Public Document Repository***.

(a) **Summary**. The document disclosure program provided in this Plan will lead to the public disclosure of the most significant documents about Purdue, the Sackler family and the opioid crisis, including video depositions and millions of documents that Purdue produced in investigations and litigation over the past two decades. In addition, it will lead to the public disclosure of millions of documents not previously available to the public, including documents not previously produced in any investigation or litigation and certain privileged documents from the years when Purdue developed and

promoted OxyContin, as identified below. The document disclosure program and Public Document Repository will be conducted in a way to maximize public confidence and public access and will set a new standard for transparency.

(b) **DOJ Repository Obligation**. The Debtors bear sole responsibility for complying with the DOJ document repository obligation set forth in the Plea Agreement ("***DOJ Repository Obligation***"), and the DOJ Repository Obligation is not modified by this Plan. Similarly, the Debtors' satisfaction of the DOJ Repository Obligation shall not diminish the additional commitment to disclosure provided by this Plan. Instead, the public shall receive the full benefit of both, and the Public Document Repository shall contain the full set of documents that the Debtors have agreed to host under the DOJ Repository Obligation.

(c) **Disclosure Oversight Board**. As described further below, the disclosure program provided in this Plan shall be overseen by the DOB created on the Confirmation Date, consisting of up to four (4) representatives appointed by each of the Ad Hoc Committee, the Creditors' Committee, the States AG Negotiating Group and the MSGE Group and one (1) representative appointed by the Native American Tribe Group. No current or former director, officer, employee or attorney of the Debtors shall serve on the DOB or oversee the disclosure program.

(d) **Purdue Legal Matters**. As described further below, important material for the disclosure program is contained in documents that the Debtors preserved, collected, logged and produced in connection with investigations and litigation about Purdue's opioid business. Many non-privileged documents were produced in those matters, and many privileged documents were identified and logged. This Section 5.13 provides for the disclosure of many documents from the Purdue Legal Matters, which is a broad set of investigations and litigation defined in the Plan.

(e) **Disclosure Program Budget**. As described further below, the disclosure program is designed to avoid unnecessary expense, including by employing an unpaid volunteer oversight board and by using negotiated agreements to avoid the need for litigation. The disclosure program shall be funded in an aggregate amount of $39 million, which shall be paid in the following installments: (i) $2 million on the Effective Date, (ii) $10 million on the second Scheduled MDT Distribution Date, (iii) $10 million on the third Scheduled MDT Distribution Date, (iv) $8.5 million on the fourth Scheduled MDT Distribution Date and (v) $8.5 million on the fifth Scheduled MDT Distribution Date (collectively, the "***Disclosure Program Budget***"). The Disclosure Program Budget shall be spent at the direction of the DOB. In addition, as provided in the Plan, Domestic Governmental Entities may elect (but are not required) to direct portions of their distributions to the Public Document Repository under terms provided in the Plan. Moreover, the DOB shall be permitted, but not required, to coordinate its work on this disclosure program with the work of state Attorneys General on related disclosures in the opioid industry, in a manner that reduces the costs and increases the benefits of this disclosure program. Finally, to make efficient use of the knowledge and expertise of the Debtors and their professionals, the Plan provides for significant materials to be collected by the Effective Date, or as soon as reasonably practicable thereafter, as described further below. For the avoidance of doubt, the Public Document Repository shall not be owned, held, administered or operated by the DOB, the Master Disbursement Trust or any Creditor Trust; the role of the DOB is to develop and oversee a temporary program to set up the appropriate Public Document Repository and achieve the goals of the disclosure program.

(f) **Access Materials**.

(i) Subject to the Protected Information review, as described in Section 5.13(o) of the Plan, the Debtors, the Plan Administration Trust, or any entity or law firm designated by the Debtors or the Plan Administration Trust to assist in that review, shall provide

the DOB access to a set of non-privileged materials for the purpose of accomplishing the Public Document Repository (collectively, the "***Access Materials***") on a rolling basis following the Effective Date. These Access Materials shall include:

(A) all transcripts and audio or video recordings of depositions taken in the Purdue Legal Matters, together with the exhibits to those depositions;

(B) all documents produced by the Debtors in the Purdue Legal Matters (which comprise more than thirteen million documents and more than one hundred million pages);

(C) the non-privileged documents from the Relativity Database (as defined below) (which are estimated to comprise more than twenty million additional documents beyond those produced in the Purdue Legal Matters);

(D) all privilege logs regarding documents withheld by the Debtors in the Purdue Legal Matters; and

(E) documents obtained during the Chapter 11 Cases by the NAS Committee regarding clinical and pre-clinical studies conducted by the Debtors or other companies associated with the Sackler Family Members.

(ii) The Debtors, the Plan Administration Trust, or any entity or law firm designated by the Debtors or the Plan Administration Trust, will use their best efforts to complete the review of Protected Information and production of the Access Materials no later than 12 months after the Effective Date. Following entry of the Confirmation Order, the Debtors shall pay Wiggin and Dana LLP $5 million as a retainer on account of Wiggin and Dana LLP's fees and expenses in connection with the review of Protected Information as contemplated pursuant to Section 5.13(o) of the Plan. Upon its completion of such review, Wiggin and Dana LLP shall refund any unused portion of the $5 million to the Master Disbursement Trust concurrent with the final release of Access Materials to the DOB.

(iii) All documents containing information that is redacted as described in Section 5.13(o) of the Plan, and not included in the Access Materials provided to the DOB, will be provided to the Plan Administration Trust. The Plan Administration Trust will retain these materials for the period described in Section 5.13(aa).

(g) **Debtors' Relativity Database**. In the course of the Purdue Legal Matters, the Debtors collected a significant set of documents that are stored in a Relativity database (the "***Relativity Database***"). This collection includes files from more than two hundred custodians who played important roles at Purdue, including every Sackler Family Member who sat on the board or worked at the company. It also includes non-custodial documents, such as collections from electronic drives and paper archives. The custodial and non-custodial documents collected for the Relativity Database are from

files that Purdue has preserved pursuant to broad document preservation policies in place for over twenty years, including from an email archive containing emails dating to the 1990s. Pursuant to the terms provided in this Section 5.13, materials from the Relativity Database created before February 2018 will be available for the disclosure program as described in this Section 5.13.

(h) **Additional Collections**. On or before the Effective Date, the DOB will identify to the Debtors the additional custodians whose documents should be collected, to the extent possible, from the email archive and other preserved files, and the Debtors will load those files into the Relativity Database for inclusion as Access Materials or Sequestered Materials, as applicable.

(i) **Sequestered Materials**. On the Effective Date, or as soon as reasonably practicable thereafter, the Debtors shall provide the Plan Administration Trust with certain Privileged documents, described below, collected by the Debtors during the course of the Purdue Legal Matters and stored in the Relativity Database ("***Sequestered Materials***"), to be preserved for access by the DOB. The provision of the Sequestered Materials to the Plan Administration Trust shall not constitute a waiver of any applicable privileges, and, for clarity, no waiver of any applicable Privilege shall occur prior to the Sequestration Date (as defined below). The Sequestered Materials are estimated to include hundreds of thousands of documents. To leverage efficiencies, the Debtors' current document review teams with experience reviewing Purdue's documents for privilege will screen and review, as necessary, all documents currently in the Relativity Database for Privilege, attorney work product, confidentiality, the Health Insurance Portability and Accountability Act or similar state or federal statute and critical business information before turning over documents as Access Materials or as Sequestered Materials. The DOB will aid the Debtors' document review team in setting parameters and search terms to effectuate accurate screening and review. The DOB may, confidentially and subject to privilege, request and be provided with information, and, as necessary, an appropriate, expert-aided statistically valid sampling of the relevant documents or other methodologies to aid in the foregoing review under an appropriate protective order and non-waiver agreement.

(i) Subject to the Sequestration Date, the Debtors agree to waive attorney client and work product privilege over documents created before May 1, 2014 ("***Cutoff Date***") that fall within the following categories:

(A) Marketing materials, promotional materials and sales strategies. This will include, for example, legal advice on: marketing and promotional materials as part of the medical, regulatory, legal review process and other reviews of statements in promotional and marketing materials to ensure consistency with a product's labeling and legal requirements; sales training materials (such as how to instruct the sales team on what they can and cannot say about the products); review of all call notes and whether statements on sales calls were appropriate; call planning; and sales bulletins. For the avoidance of doubt, "sales strategies" in this paragraph includes documents related to (I) medical liaisons, (II) continuing medical education, (III) the evolve to excellence program, (IV) Purdue's interactions with medical advocacy groups, and (V) legal advice regarding the performance, selection, retention, management and compensation of personnel in sales and marketing;

(B) Materials reflecting legal advice on submissions to the FDA and compliance with FDA regulations. This will include, for example, advice on the decision to reformulate OxyContin, advice on interactions and communications with FDA and advice on FDA requirements;

(C) Legal advice regarding distributions to or for the benefit of the Sackler Family Members;

(D) Legal advice regarding the organization or function of the board of directors;

(E) Legal advice regarding grants, gifts and other payments with respect to naming rights of Purdue and its shareholders;

(F) Legal advice regarding the performance, selection, retention, management and compensation of the CEO of Purdue Pharma;

(G) Legal advice regarding Purdue's interactions with state licensing boards and the federation of state medical boards;

(H) Legal advice regarding Purdue's interactions with key opinion leaders, advisory boards and treatment guidance;

(I) Legal advice regarding advocacy before the United States Congress or a state legislative branch with respect to (i) any opioid product sold by Purdue, including OxyContin, or (ii) any public policies regarding the availability and accessibility of opioid products;

(J) Employment records and files created before the Cutoff Date pertaining to employment terminations or disciplinary actions related to opioid sales and marketing, including documents created before the Cutoff Date pertaining to internal investigations of personnel related to marketing of opioids, in all cases subject to applicable federal and state privacy and similar laws with respect to employees and with any redactions necessary to comply therewith; and

(K) To the extent provided during the time period while the corporate integrity agreement was in effect, legal advice regarding compliance with the corporate integrity agreement entered into between Purdue and the DOJ Office of the Inspector General of the U.S. Department of Health and Human Services;

(L) Legal advice regarding compliance with the consent judgments entered into between Purdue, the Debtors and the State Attorneys General and other state representatives in 2007;

(M) Legal advice to Purdue's public relations department regarding the promotion, sales, or distribution of Purdue's opioid products, including but not limited to their safety, efficacy, addictive properties, or availability of opioid products; and

(N) Legal advice to Purdue's compliance department regarding the organizational structure of the compliance department, including its processes for implementing order monitoring systems, suspicious order monitoring programs, and abuse deterrence and detection programs.

(ii) Subject to the Sequestration Date, below, the Debtors agree to waive attorney client and work product privilege over the following categories of documents:

(A) Documents reflecting law department reviews of, and decisions regarding, health care providers and pharmacies pursuant to Purdue's abuse and diversion detection, order monitoring system and suspicious order monitoring programs, which will have been or will be provided to the DOJ under a June 2019 non-waiver agreement;

(B) Documents created before February 2018 reflecting legal review, analysis and advice with respect to advice received from McKinsey & Company, Publicis Groupe S.A., Publicis Health, LLC, Razorfish Health, Publicis Health Media, LLC, Publicis Touchpoint Solutions, Inc., or Verilogue, Inc. related to the sale and marketing of opioids; and

(C) Documents created before June 30, 2017 reflecting legal review, analysis and advice with respect to Practice Fusion.

(iii) To the extent documents subject to any of the foregoing waivers were previously logged on a privilege log in a Purdue Legal Matter, the Debtors shall provide the DOB with amended privilege logs that indicate the entries being produced pursuant to these waivers. For the avoidance of doubt, Privileged communications (during the applicable time periods set forth in Section 5.13(i)(i) and (ii)) about interactions with the media with respect to subject matters that are otherwise waived herein are included in such waivers.

(iv) Nothing herein shall waive any third-party privilege or other rights, whether arising from a joint defense agreement, common

interest privilege or otherwise, to which any document described in Section 5.13(i)(i) and (ii) is subject and which the Debtors do not have authority to waive. The Debtors will provide the DOB with privilege logs reflecting documents subject to such third-party privileges and rights that are identified in the course of identifying and compiling the Sequestered Materials. No documents subject to such third-party privileges and rights shall be included in the Public Document Repository, absent appropriate resolution of such third parties' rights and privileges. Further, no waiver of Privilege described herein shall be construed as subject matter waiver. Subject to the foregoing, the Debtors, and the Creditors' Committee, and the Governmental Consent Parties shall work together in good faith to ensure that all documents consistent with the Sequestered Material categories shall be available to the DOB for potential inclusion in the Public Document Repository in accordance with this Section 5.13.

(j) **Protection of the Privilege**. For the avoidance of doubt, the Debtors do not waive any Privilege and do not agree to provide as Sequestered Materials for the Public Document Repository any Privileged documents or communications not otherwise identified in Section 5.13(i)(i) and (ii). Such Privileged documents and communications not otherwise identified in Section 5.13(i)(i) and (ii) shall be removed from the Relativity Database and separately preserved, and shall not be eligible for the Public Document Repository at any time. All Privileged documents removed from the Relativity Database, and not included in the Sequestered Materials described above, will be provided to the Plan Administration Trust, separately from the Sequestered Materials. The Plan Administration Trust will retain these materials for the period described in Section 5.13(aa). For clarity, except for the Sequestered Materials identified in Section 5.13(i)(i) and (ii), the Debtors shall not intentionally provide the Master Disbursement Trust or the DOB with access to any documents or content of documents that are Privileged. In the event that the Debtors inadvertently provide the Master Disbursement Trust or the DOB with access to Privileged documents except for those documents identified in Section 5.13(i)(i) and (ii), that inadvertent provision shall not operate as a waiver of the Privilege, and, upon discovery, the DOB and/or the Master Disbursement Trust, as applicable, must promptly take steps to return the documents to the Plan Administration Trust or destroy such documents.

(k) **Sequestration Date**. On the date that is the earlier of (i) six years after the Effective Date and (ii) the date no Material Litigation is or has been pending for the prior six months, including the pendency of any appeals, the Plan Administration Trust shall deliver the Sequestered Materials to the Host Institution (the "***Sequestration Date***"). Those materials shall be made available for assessment by the DOB and disclosure in the Public Document Repository, subject to the other provisions of this Section 5.13.

(l) **Responsibilities of the DOB**. The DOB shall be responsible for:

(i) accomplishing prompt, broad, permanent, public disclosure of millions of the Debtors' documents via the Public Document Repository in accordance with this Section 5.13 to allow the public to examine the Debtors' role in the opioid crisis;

(ii) engaging with survivors, advocates, journalists, scholars, policymakers and others to ensure that the disclosure program serves the public;

(iii) directing the use of the Disclosure Program Budget;

(iv) maintaining protections for Protected Information, as described below;

(v) establishing procedures for resolution of challenges to the redaction or disclosure of information, as described below;

(vi) overseeing the Host Institution's implementation of the disclosure program;

(vii) coordinating, as appropriate, the disclosure of documents from other producing parties or non-parties in opioid cases whose confidential information is included in the Access Materials, including by discussing inclusion of Access Materials containing such third-party confidential information;

(viii) ensuring the long-term sustainability and success of the disclosure program; and

(ix) retaining and overseeing staff, counsel, or such other resources as are necessary and appropriate to accomplish the DOB's responsibilities under this Section 5.13.

(m) **Host Institutions**. The host institution(s) shall be selected by the Governmental Consent Parties and the Creditors' Committee (the "***Host Institutions***"). The Host Institution will be responsible for hosting and maintaining the Public Document Repository in perpetuity, including but not limited to: maintaining control and security over documents in the Public Document Repository; providing an accessible user interface; and providing clear and transparent explanations of its procedures to the public. Subject to restrictions and oversight imposed by the DOB, the Host Institution may employ appropriate resources to accomplish its responsibilities, including but not limited to the use of permanent university employees, temporary employees, contractors and vendor services. Commensurate with the large responsibilities assigned to the Host Institution, and subject to the decisions and oversight of the DOB and the requirements of this Plan, much of the Disclosure Program Budget may be directed to the Host Institution to fund the accomplishment of its responsibilities. As soon as practicable, the Debtors shall meet with the Host Institutions to agree upon the processes to be used by the Debtors to prepare the documents for delivery to DOB, including, for example, protocols, methodologies and technical specifications.

(n) **Prompt Disclosure**. In keeping with the importance of the matter, the DOB shall dedicate its best efforts to ensure prompt disclosure and shall seek to ensure that the public receives substantial disclosure at least every calendar quarter. The DOB shall prioritize prompt disclosure of the transcripts and audio and video recordings of depositions taken in the Purdue Legal Matters, together with the exhibits to those depositions. The Debtors will prioritize prompt production of the documents that Debtors have agreed to host pursuant to the DOJ Repository Obligation for immediate inclusion in the Public Document Repository for the sake of efficiency and cost savings.

(o) **Redaction of Protected Information**.

(i) The Debtors, the Plan Administration Trust, a successor entity to the Plan Administration Trust, or any entity or law firm designated by the Debtors or the Plan Administration Trust, shall implement appropriate procedures to protect the following information

("***Protected Information***") by redacting Protected Information in documents before they are provided to the DOB or disclosed to the public in the Public Document Repository and by promptly catching and correcting errors if Protected Information is disclosed. Protected Information is (i) any information protected from disclosure by the Health Insurance Portability and Accountability Act or similar state or federal statute; (ii) Social Security or tax identification numbers; (iii) personal financial account numbers; (iv) passport numbers and drivers' license numbers; (v) home addresses, personal email addresses, residential addresses, and personal phone numbers, including mobile phone numbers; (vi) information subject to confidentiality or trade secret rights of third parties that Debtors are without authority to abrogate; (vii) information subject to current Trade Secrets protection; (viii) information regarding individuals that is of a purely personal nature and does not pertain to the Debtors' opioid business or related practices; and (ix) other personally identifiable information otherwise protected by law. For the avoidance of doubt, Protected Information that should be redacted in a written document shall also be redacted in audio or video, such as deposition recordings.

(ii) The Plan Administration Trust must provide to the DOB a redaction log identifying the basis for the redaction with sufficient detail to allow assessment of the redaction's merits. The States AG Negotiating Group and Debtors will discuss and agree upon a robust audit process sufficient for the DOB to verify the Debtors' redactions are consistent with the final Plan, and the DOB's designee(s) and/or any auditors designated by the DOB will be given access to unredacted documents for this purpose subject to confidential safeguards to be agreed upon.

(iii) The Debtors and the Plan Administration Trust will prioritize the review of certain documents and custodians at the DOB's request.

(iv) **Trade Secret**. A 'trade secret' is information, including a formula, pattern, compilation, program, device, method, technique or process, that (i) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure and use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Information reflecting opioid sales or promotional strategies, tactics, targeting, or data, or internal communications regarding sales or promotion of opioids will not be considered subject to trade secret protection unless the information is or contains specifically enumerated categories of Debtors' Information subject to trade secret protection set forth in Section 5.13(o)(v) of the Plan, and then only such information will be redacted.

(v) **Debtors' Information Subject to Current Trade Secrets Protection**. The following Debtor documents will be subject to trade secret protection: (i) documents that contain Debtors' trade secrets regarding (a) ANDA/NDA information that is not publicly available or is redacted in FDA filings, including development reports, batch records, and inspections, provided the redacted information contains trade secrets, and (b) Debtors' proprietary models, including the Rebate Return Model and the License & Supply Analysis Model; and (ii) documents dated less than ten (10) years before the disclosure that contain Debtors' trade secrets regarding: (a) Internal Cost of Goods Sold (COGS), including elements and calculations used to calculate COGS such as raw material sourcing, pricing, internal overhead, and capacity allocations, (b) Return on Rebate Model Data Output, and (c) License & Supply Analysis Model Data Output, including COGS, demand data, and gross-to-net information. Only the information subject to trade secrets protection will be redacted. Information reflecting opioid sales or promotional strategies, tactics, targeting, or data, or internal communications related to sales or promotion of opioids will not be considered subject to trade secret protection unless the information is or contains the narrow categories in this section, and then only the information subject to current trade secrets protection will be redacted.

(p) **Limits on Redaction**. There shall be no redaction of: (i) names of the Debtors' directors, officers, employees, agents, attorneys or consultants or of prescribers or of officials or employees of a government agency, or (ii) email addresses at the "pharma.com" or "purduepharma.com" domain.

(q) **Notice to Third Parties**. Debtors shall provide notice to third parties, consistent with such third-party agreements, whose trade secrets or confidential information may appear in documents which are to be provided to the DOB.

(r) **Inadvertent Release of Privileged or Protected Information**. Notwithstanding anything else in the Plan, the Public Document Repository shall not contain or disclose any documents or content of documents that are Privileged, except for those documents identified in Section 5.13(i)(i) and (ii) above that are eligible for the Public Document Repository, or any Protected Information. Inadvertent disclosure of Privileged documents in the Public Document Repository does not operate as a waiver of Privilege, and, upon discovery, any Privileged documents shall be promptly removed from the Public Document Repository. The DOB will establish a procedure that permits any party or member of the public to identify or challenge the disclosure of any potentially Protected Information placed in the Public Document Repository. The DOB will cause any document identified through this process to be immediately removed from the Public Document Repository pending review. Any disagreements regarding whether such material is Protected Information shall be resolved by the Special Master.

(s) **Special Master**.

(i) Shortly after the Confirmation Date, the Debtors shall file an appropriate motion asking the Bankruptcy Court or the United States District Court for the Southern District of New York to select and appoint a disclosure oversight Special Master. The

Special Master's qualifications shall include former service as a judicial officer, whether as a state or federal judge, and no current or former director, officer, employee or attorney of the Debtors, the Sackler Family Members, the Creditors' Committee, or the Governmental Consent Parties shall be eligible to be appointed as the Special Master, counsel or staff working under the Special Master, *provided* that prior work for a Governmental Consent Party that was completed prior to 2015 shall not preclude the appointment of a Special Master. The Special Master will adjudicate all privilege and related disputes. The Special Master's reasonable hourly fees and expenses shall be paid out of the Disclosure Program Budget except as the Special Master orders otherwise upon finding that a party advanced an argument that was frivolous, harassing or in bad faith.

(ii) Selection of Special Master. The selection of the Special Master shall be made by the Bankruptcy Court; *provided* that the Bankruptcy Court may consider a recommendation made jointly by the Debtors, the Sackler Family Members, the Creditors Committee, and the Governmental Consent Parties. For the purposes of determining if there is to be a joint recommendation, five (5) Business Days after the Confirmation Date, the parties ((x) the Debtors, (y) the Creditors' Committee, the Governmental Consent Parties and (z) the Sackler Family Members) each shall exchange a list of up to five (5) names as recommendations for the role of Special Master. The Debtors thereafter shall make a motion to the Bankruptcy Court to select a Special Master. If there are names in common on the exchanged lists, the Debtors' motion shall be limited to any name or names that are common to all such parties' lists. If there is no name common to each of the three lists, the Debtors' motion will ask the Bankruptcy Court, in its discretion, to select a Special Master.

(iii) Disclosure Challenges: To the extent that the DOB seeks to (A) challenge the Debtors' assertion of Privilege with respect to any documents withheld or redacted from production in the Purdue Legal Matters, or excluded by the Debtors from the Access Materials, or (B) disclose any Protected Information in the Public Document Repository, such efforts shall be subject to review by the Special Master, who shall have final say regarding whether (y) the DOB should be provided with such materials, and (z) such materials shall be protected from public disclosure.

(iv) Timing of Challenges: All challenges to the redaction or withholding of documents from the Public Document Repository, including with regard to the Privilege and to Protected Information, including challenges brought by either the DOB or members of the public, shall be brought within the later of (A) one (1) year of the Effective Date and (B) one (1) year from when the document or information at issue is first withheld from the Public Document Repository by redaction or logging.

(v) Counsel for Challenges: On or shortly after the Effective Date, the Debtors, the Governmental Consent Parties, and the Creditors' Committee shall agree to appoint a law firm to defend Privilege and Protected Information assertions against challenges ("***Defense Counsel***"); *provided, however*, that if the Debtors, the Governmental Consent Parties, and the Creditors' Committee are unable to reach an agreement regarding the identity of Defense Counsel, the Bankruptcy Court shall appoint the Defense Counsel. Third parties shall represent themselves before the Special Master and shall bear their own costs.

(vi) Procedure for Challenges: Any party seeking to initiate a challenge to the Privilege or Protected Information designation of a document or information in a document or any other challenge to the inclusion or exclusion of documents in the Public Document Repository (the "***Petitioner***") must first, as a condition precedent to any such challenge, meet and confer with the relevant defense counsel by serving a written statement of the specific material being disputed and the reasons for disputing each such material. If the meet and confer does not resolve the dispute, then the Petitioner shall submit a brief to the Special Master arguing why each individual document at issue should not be considered Privileged or Protected Information or should otherwise be included or excluded. Once a challenge has been submitted, the Special Master shall set a briefing schedule, permitting defense counsel no fewer than twenty-one (21) days to respond to the challenge, which may include in camera submissions in response. At the discretion of the Special Master, the briefing schedule may also include supplemental submissions, oral argument or other procedures the Special Master deems necessary to reach a determination. The Special Master shall then evaluate and decide the challenge based upon existing legal precedent of federal law within the U.S. Court of Appeals for the Second Circuit, and shall be empowered to determine whether such materials are subject to a valid claim of Privilege or otherwise constitute Protected Information or should have otherwise been included or excluded, but shall not be empowered to waive any Privilege ever asserted by the Debtors with respect to the Purdue Legal Matters or with respect to the Access Materials or the Sequestered Materials. If the Petitioner does not prevail, then the Special Master shall have the discretion to shift to the Petitioner some or all of the reasonable legal expense of Defense Counsel, whose reasonable fees and expenses shall otherwise be paid for by the Disclosure Program Budget. If the Special Master determines that the challenge was frivolous, harassing, needlessly increasing costs or expenses, or otherwise brought for an improper purpose, then the Special Master shall shift to the Petitioner some or all of the reasonable legal expense of Defense Counsel. For avoidance of doubt, any materials determined by the Special Master to be Privileged or to contain Protected Information shall not be included in the Public Document Repository.

(vii) Pending resolution of a challenge asserting a document was improperly disclosed, the Host Institution shall remove or redact each identified, challenged document.

(t) **Materials Produced by Shareholder Released Parties**. The Public Document Repository shall include all Sackler Family Members' documents that were produced in the Chapter 11 Cases and that relate to the manufacturing, sale or marketing of opioids in the United States, the Debtors' alleged role or liability in connection with the opioid crisis or the regulatory approval of any opioid product sold in the United States by the Debtors, but subject to appropriate exclusions for documents covered by the attorney-client and work product privileges and certain confidential information (including exclusions for information and documents related to the finances, financing activities, taxes and tax filings, investments and third party business and advisory relationships of the Shareholder Released Parties).

(i) The Special Master appointed in accordance with Section 5.13(s) shall resolve disputes regarding whether certain documents or information is required to be included in the document repository by the Sackler Family Members.

(ii) The Sackler Family Members shall have the right to claw back documents that they were entitled to exclude in accordance with this provision but inadvertently produced to the Public Document Repository, and such inadvertent production shall not operate as a waiver of rights. The Special Master shall resolve any disputes between Sackler Family Members, the Governmental Consent Parties, and the DOB concerning the exercise of clawback rights.

(iii) For the avoidance of doubt, "Sackler Family Members' documents" refer only to documents in the Sackler Family Members' possession, custody or control. Section 5.13(t) does not refer to documents including or involving Sackler Family Members that are in the Debtors' possession, custody or control.

(u) **Release of Confidentiality Rights by Parties Receiving Releases**. With regard to the disclosure of information in the Public Document Repository as authorized by this Section 5.13, the protections provided to Released Parties and Shareholder Released Parties shall be limited to the protections provided by this Plan. To the extent that Released Parties and Shareholder Released Parties possess rights to confidentiality beyond those provided this Plan (for example, a contractual confidentiality provision) or the Direct Claims Shareholder Settlement Agreements, those rights are waived to facilitate this disclosure program in exchange for the benefit of the releases provided to the Released Parties and Shareholder Released Parties by the Plan.

(v) **DOJ Settlement Communications**. Communications between the Debtors and DOJ regarding settlement or cooperation between 2015 and the final, non-appealable conclusion of *U.S. v. Purdue Pharma L.P.*, Case 2:20-cr-01028-MCA (D.N.J.) shall be protected from disclosure to the Master Disbursement Trust and the DOB and shall not be included in the Public Document Repository, nor shall any internal Debtor documents reflecting such communications or the strategy for such communications. The Debtors shall implement this exclusion when creating the set of Sequestered Materials.

(w) **Documents Produced By Certain Financial Institutions**. The disclosure program shall not include the documents produced by financial institutions pursuant to the examination authorized by the Bankruptcy Court at D.I. 1143. For the avoidance of doubt, if the same information also

appears in a second source that is subject to disclosure (e.g., a deposition exhibit), then the information in that second source is subject to disclosure.

(x) **Active Vendor Contracts**. The Public Document Repository shall not disclose the NewCo's active vendor contracts or expired contracts that would reveal the sum and substance of active contracts.

(y) **Exculpation and Indemnification of DOB members and Host Institution**. To the maximum extent permitted by applicable law, the DOB members, whenever appointed, and the Host Institution shall not have or incur any liability for actions taken or omitted in his or her capacity as a DOB member, or on behalf of the DOB, except those acts found to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all of his or her actions or inactions in his or her capacity as a DOB member, except for any actions or inactions found to be arising out of his or her willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the DOB members shall be satisfied from the Disclosure Program Budget.

(z) **Reports**. On each of the first five anniversaries of the Effective Date, the DOB shall publish a public report describing the activities of the disclosure program, the use of any funds expended, and any funds committed for future use.

(aa) **Wind Down**. In or after one year following the Sequestration Date, the DOB shall wind itself down. If appropriate to facilitate the long-term success of the Public Document Repository, the DOB may arrange for another long-lived institution, such as one or more Attorneys General Offices, to interact with the Host Institution after the DOB is wound down (e.g., by receiving reports). Upon the wind down of the DOB, (i) the Host Institution shall be responsible for the permanent maintenance of the Public Document Repository; *provided* that, for avoidance of doubt, the access to the Access Materials and the Sequestered Materials granted to the DOB herein shall not be transferred to any successor institution other than the Host Institution and (ii) any Access Materials or Sequestered Materials in the possession of the DOB but not included in the Public Document Repository, for any reason, shall be, at NewCo's election, delivered to NewCo or destroyed or, if all or substantially all of the Assets of or Interests in NewCo have been sold, destroyed or delivered to Defense Counsel. Within ninety (90) days of the announcement of the dissolution of the Plan Administration Trust, the Plan Administration Trust shall use commercially reasonable efforts to return Privileged and Protected Information materials to Defense Counsel who shall retain the materials in a segregated client file.

(bb) **Master Disbursement Trust**. For the avoidance of doubt, nothing in this Section 5.13 limits the rights of the Master Disbursement Trust, subject to and in accordance with Section 5.12 of the Plan, to access or use Privileged documents, including Excluded Privileged Materials, in connection with any potential or actual Causes of Action, including, among other things, any potential or actual Causes of Action contemplated by or that may result from, the Shareholder Settlement Agreement, including, without limitation, with respect to a Cause of Action against a Shareholder Release Snapback Party upon the filing of a Notice of Shareholder Release Snapback.

5.14 ***Effective Date Cash; Surplus Reserved Cash***.

(a) **Effective Date Fixed Payments**. On the Effective Date, Effective Date Cash shall be used to fund (i) the Professional Fee Escrow Account in an amount necessary to satisfy Professional Fee Claims in accordance with Section 2.1(b) of the Plan, (ii) the Priority Claims Reserve in an amount necessary to satisfy estimated Allowed Administrative Claims (other than Professional Fee Claims and the DOJ Forfeiture Judgment Claim), Allowed Secured Claims and Allowed Priority Claims, (iii) the Claims Reserves in accordance with Section 7.2 of the Plan, (iv) the Disputed Cure Claims Reserve

in accordance with Section 8.2(d) of the Plan, (v) the Wind-Up Reserve in accordance with Section 5.3(d) of the Plan, (vi) the MDT Operating Reserve in accordance with Section 5.6(f) of the Plan, (vii) the Special Operating Reserve in accordance with Section 5.7(a) of the Plan, (viii) the Initial NewCo Cash in accordance with Section 5.4(c) of the Plan, (ix) the applicable PAT Distribution Account in the amounts necessary to make Distributions required in accordance with Article IV of the Plan in respect of Allowed Adlon General Unsecured Claims, Allowed Avrio General Unsecured Claims, and Allowed Other General Unsecured Claims, each to the extent Allowed as of the Effective Date, (x) the Initial Private Creditor Trust Distributions, (xi) the Initial Federal Government Distribution, (xii) the Initial Public Schools Distribution, (xiii) amounts required to establish the Public Document Repository in accordance with Section 5.13 of the Plan, (xiv) the upfront insurance premium payments and other amounts in accordance with Sections 5.3(e), 5.4(f) and 5.5(c) of the Plan and (xv) any other amounts required to be paid on the Effective Date pursuant to the Plan. No later than five (5) Business Days prior to the Effective Date, the Debtors shall provide notice to the Creditors' Committee and the Governmental Consent Parties of the then-current estimated amount of Effective Date Cash and all amounts described in this Section 5.14(a), and shall promptly notify the Creditors' Committee and the Governmental Consent Parties of any changes to such estimations prior to the Effective Date. Any objection by the Creditors' Committee or the Governmental Consent Parties with respect to the Debtors' proposed amount of funding of any PAT Reserve shall be resolved by the Bankruptcy Court.

(b) **Initial Public Creditor Trust Distributions**. On the Effective Date, all Effective Date Cash remaining after the satisfaction of all amounts described in the foregoing paragraph (a) shall be used to make the Initial Governmental Remediation Trust Distribution and the Initial Tribe Trust Distribution.

(c) **Surplus Reserved Cash**. Prior to the dissolution of the Plan Administration Trust, the Plan Administration Trustee shall determine, on each six (6)-month anniversary of the Effective Date, whether the amounts available in any PAT Reserve exceed the amounts necessary to satisfy the purpose for which such reserves were established. If the Plan Administration Trustee determines that a surplus exists in any PAT Reserve as of the date of such determination, such Surplus Reserve Cash shall be (i) *first*, used to satisfy any funding deficiency in any other PAT Reserve and (ii) *second*, with respect to any amounts not used to satisfy any such funding deficiency in another PAT Reserve, transferred to the Master Disbursement Trust in accordance with the MDT Agreement. All Cash and cash equivalents of the Plan Administration Trust remaining upon the dissolution of the Plan Administration Trust, including any remaining Surplus Reserve Cash in the PAT Reserves, shall be transferred to the Master Disbursement Trust in accordance with the MDT Agreement.

5.15 ***Corporate Action***.

(a) **Dissolution of Boards of the Debtors**. As of the Effective Date, the respective boards of directors and managers, as applicable, of each of the Debtors shall be terminated and dissolved and the members of each of the boards of directors and managers, as applicable, of the Debtors shall be deemed to have resigned.

(b) **Continued Existence of the Liquidating Debtors**. Each of the Debtors, other than the Transferred Debtors, shall continue to exist as a Liquidating Debtor after the Effective Date in accordance with the laws of the state under which such Debtor was formed and pursuant to its certificate of incorporation, bylaws, articles of formation, operating agreement, and other organizational documents, as applicable, in effect prior to the Effective Date, except to the extent such organizational documents are amended under the Plan, for the limited purposes of liquidating all of the Assets of such Debtor's Estate and making distributions in accordance with the Plan. From and after the Effective Date, except as set forth herein, the Liquidating Debtors (i) for all purposes shall be deemed to have withdrawn their business

operations from any state in which the Liquidating Debtors were previously conducting, or are registered or licensed to conduct, their business operations, and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal, (ii) shall be deemed to have canceled pursuant to the Plan all PPI Interests and, as of the PPLP Dissolution Date, all PPLP Interests, and (iii) shall not be liable in any manner to any taxing authority for franchise, business, license or similar taxes accruing on or after the Effective Date.

(c) **Appointment of the PPLP Liquidator as the Sole Representative for the Liquidating Debtors**. On the Effective Date, the PPLP Liquidator shall be appointed as the sole director and sole officer of the Liquidating Debtors, and shall succeed to the powers of the Liquidating Debtors' general partners, directors and officers. From and after the Effective Date, the PPLP Liquidator shall be the sole representative of, and shall act for, the Liquidating Debtors and administer the winding up and dissolution of the Liquidating Debtors. The PPLP Liquidator shall act for the Liquidating Debtors in the same fiduciary capacity as applicable to a board of directors and officers, subject to the provisions hereof (and all certificates of formation, partnership agreements, operating agreements, membership agreements and related documents are deemed amended by the Plan to permit and authorize the same). Any fees and expenses incurred by the PPLP Liquidator shall be paid by the Plan Administration Trustee from the Wind-Up Reserve.

(d) **Merger; Dissolution; Consolidation of the Liquidating Debtors**. On or after the date(s) upon which the Plan Administration Trust is established, the Liquidating Debtors or the PPLP Liquidator may, subject to the terms of the Plan, cause any or all of the Liquidating Debtors to be merged into one or more of the Liquidating Debtors, dissolved or otherwise consolidated and engage in any other transaction in furtherance of the Plan. Notwithstanding the foregoing, upon the dissolution of each Liquidating Debtor by the PPLP Liquidator after the completion of the acts required of such Liquidating Debtor pursuant to this Plan, such Liquidating Debtor shall be deemed dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of such Liquidating Debtor; *provided*, *however*, that each Liquidating Debtor or the PPLP Liquidator, as applicable, shall file with the office of the Secretary of State, or other appropriate office for the state of its organization, a certificate of cancellation or dissolution.

(e) **Charter and Bylaws**. To the extent necessary or appropriate, the charters, by-laws and other organizational documents of the Debtors shall be amended, or amended and restated as necessary, in a manner consistent with section 1123(a)(6) of the Bankruptcy Code, if applicable, and the terms of this Plan.

(f) **No Further Action**. Each of the matters provided for under the Plan involving the corporate structure of the Debtors or the Plan Administration Trust, or corporate action to be taken by or required of the Debtors, shall, as of the Effective Date, be deemed to have occurred (unless contemplated hereunder to occur before or after the Effective Date) and be effective as provided herein, and shall be authorized and approved in all respects without any requirement of further action by any Person, including, but not limited to, the Plan Administration Trustee, the PPLP Liquidator, Holders of Claims against or Interests in the Debtors or directors or officers of the Debtors.

(g) **Effectuating Documents**. Prior to or after the Effective Date, any appropriate officer of the Debtors or the PPLP Liquidator, as applicable, shall be authorized to execute, deliver, file or record such contracts, instruments, releases, indentures and other agreements or documents, and to take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

(h) **Exculpation and Indemnification of the PPLP Liquidator**. To the maximum extent permitted by applicable law, the PPLP Liquidator shall not have or incur any liability for

actions taken or omitted in its capacity as the PPLP Liquidator, except those acts found by Final Order to be arising out of its willful misconduct, bad faith, gross negligence, or fraud, and shall be entitled to indemnification, advancement and reimbursement for reasonable fees and expenses in defending any and all of its actions or inactions in its capacity as the PPLP Liquidator, except for any actions or inactions found by Final Order to be arising out of its willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of the PPLP Liquidator shall be satisfied from the Wind-Up Reserve.

5.16 ***Cancellation of Notes, Interests, Instruments, Certificates and Other Documents***.

Except as otherwise provided herein, on and after the Effective Date, all PPLP Interests and PPI Interests and all notes, instruments, certificates, agreements, indentures, mortgages, security documents and other documents evidencing Claims against or Interests in the Debtors or obligations of the Debtors or the Liquidating Debtors, as applicable, thereunder or in any way related to the foregoing shall be deemed canceled, satisfied in full and of no further force or effect without any need for further action or approval of the Bankruptcy Court.

5.17 ***Closing of Chapter 11 Cases***.

After a Debtor's Estate has been fully administered, the Plan Administration Trustee shall seek authority from the Bankruptcy Court to close the applicable Chapter 11 Case in accordance with the Bankruptcy Code and Bankruptcy Rules.

ARTICLE VI DISTRIBUTIONS.

6.1 ***Distributions Generally***.

Except as otherwise provided in the Plan or the PAT Agreement, all Distributions in respect of Allowed Claims, other than Channeled Claims, shall be made by the Disbursing Agent, or such other Persons designated by the Plan, in accordance with the terms of the Plan, including this Article VI. Except with respect to Sections 6.17, 6.20, and 6.21 of the Plan, this Article VI shall not apply to Channeled Claims.

6.2 ***Distributions on the Effective Date***.

On the Effective Date or as soon as reasonably practicable thereafter, the Disbursing Agent shall make Distributions (a) from the Priority Claims Reserve in respect of Allowed Administrative Claims, Allowed Secured Claims and Allowed Priority Claims, each in an amount and to the extent Allowed as of the Effective Date, and (b) from the PAT Distribution Account in respect of Allowed Avrio General Unsecured Claims and Allowed Adlon General Unsecured Claims, each in an amount required in accordance with this Article VI of the Plan and solely to the extent Allowed as of the Effective Date.

6.3 ***Date of Distributions***.

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

6.4 *Disbursing Agent*.

The Disbursing Agent shall be deemed to hold all property to be distributed under this Plan in trust for the Persons entitled to receive the same. The Disbursing Agent shall not hold an economic or beneficial interest in the property to be distributed under this Plan. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties.

6.5 *Rights and Powers of Disbursing Agent*.

The Disbursing Agent shall be empowered to (a) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under the Plan, (b) make all Distributions contemplated by the Plan, (c) employ professionals to represent it with respect to its responsibilities and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

The Disbursing Agent shall only be required to act and make Distributions in accordance with the terms of the Plan and the PAT Agreement, and shall have no (x) liability for actions taken in accordance with the Plan and the PAT Agreement or in reliance upon information provided to it in accordance with the Plan or (y) obligation or liability in respect of any Channeled Claims or for Distributions under the Plan to any party who does not hold an Allowed Claim administered by the Plan Administration Trust at the time of Distribution or who does not otherwise comply with the terms of the Plan; *provided*, *however*, that the foregoing shall not affect the liability that otherwise would result from any such act or omission to the extent such act or omission is determined by a Final Order to have constituted willful misconduct, gross negligence, intentional fraud or criminal conduct of any such Person.

6.6 *Expenses of Disbursement Agent*.

Any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date shall be paid in Cash by the Plan Administration Trustee from the Wind-Up Reserve.

6.7 *Delivery of Distributions*.

Subject to Bankruptcy Rule 9010, the Disbursing Agent shall make all Distributions to any Holder of an Allowed Claim at the address of such Holder (a) as set forth on the Schedules filed with the Bankruptcy Court or (b) on the books and records of the Debtors or their agents, unless the Disbursing Agent has been notified in writing of a change of address, including, without limitation, by filing of a Proof of Claim by such Holder that contains an address for such Holder that is different than the address of such Holder as set forth in the Schedules or on such books and records of the Debtors.

6.8 *Undeliverable and Unclaimed Distributions*.

In the event that any Distribution to any Holder of an Allowed Claim is returned as undeliverable, no Distribution to such Holder shall be made unless and until the Disbursing Agent has been notified of the then-current address of such Holder, at which time or as soon as reasonably practicable thereafter such Distribution shall be made to such Holder without interest; *provided*, *however*, that all Distributions made by the Disbursing Agent that are unclaimed for a period of six (6) months after the Distribution thereof shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revest in the Plan Administration Trust, and any entitlement of any Holder of any Claims to such Distributions shall be extinguished and forever barred.

6.9 ***Distribution Record Date***.

As of the close of business on the Distribution Record Date, the Claims register shall be closed. The Disbursing Agent shall have no obligation to recognize any transfer of any such Claims occurring after the close of business on the Distribution Record Date and shall instead be entitled to recognize and deal, for all purposes under the Plan, with only those Holders of record as of the close of business on the Distribution Record Date.

6.10 ***Manner of Payment under Plan***.

At the option of the Disbursing Agent, any Cash payment to be made pursuant to the Plan may be made by a check or wire transfer or as otherwise required or provided in the PAT Agreement.

6.11 ***Minimum Cash Distributions***.

The Disbursing Agent shall not be required to make any Distributions of Cash in an amount less than $100, or such lower amount as determined by the Disbursing Agent in accordance with the PAT Agreement, to any Holder of an Allowed Claim; *provided*, *however*, that if any Distribution is not made pursuant to this Section 6.11, such Distribution shall be added to any subsequent Distribution to be made on behalf of such Holder's Allowed Claims. The Disbursing Agent shall not be required to make any final Distribution of Cash in an amount less than $25 to any Holder of an Allowed Claim. If the amount of any final Distribution to any Holder of Allowed Claims would be $25 or less, then such Distribution shall be made available for Distribution to all Holders of Allowed Claims in the same Class receiving final Distributions of at least $25.

6.12 ***Setoffs and Recoupment***.

Subject to Section 2.1 and Sections 10.5 through 10.13 of the Plan, the Disbursing Agent may, but shall not be required to, set off against or recoup from any Claim against the Debtors, and from any payments to be made pursuant to the Plan with respect to such Claim, any Claims of any nature whatsoever (to the extent permitted by applicable law) that the Debtors or the Plan Administration Trust, as applicable, may have against the Holder of such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Plan Administration Trust of any such Claim it may have against such Holder.

6.13 ***Claims Paid or Payable by Third Parties***.

The Plan Administration Trustee shall reduce in full a Claim against the Debtors, and such Claim shall be Disallowed without a Claims objection having to be filed and without any further notice to or action, order or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from any Person that is not a Debtor. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim against the Debtors receives a Distribution on account of such Claim and receives payment from a Person that is not a Debtor on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the Distribution to the Plan Administration Trust to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such Distribution under the Plan. The failure of such Holder to timely repay or return such Distribution shall result in the Holder owing the Debtors annualized interest at the federal judgment rate on such amount owed for each Business Day after the fourteen (14)-day grace period specified above until the amount is repaid.

6.14 ***Distributions after Effective Date***.

Distributions made after the Effective Date to Holders of Non-Participating Channeled Claims and other Disputed Claims that are not Allowed Claims as of the Effective Date, but which later become Allowed Claims, shall be deemed to have been made on the Effective Date (except for U.S. federal income tax purposes).

6.15 ***No Postpetition Interest and Penalties on Claims***.

Unless otherwise provided for in the Plan or the Confirmation Order or required by the Bankruptcy Code, no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date or to penalties on any Claim. Any such interest or penalty component of any such Claims, if Allowed, shall be paid only in accordance with section 726(b) of the Bankruptcy Code.

6.16 ***Allocation of Distributions between Principal and Interest***.

To the extent that any Allowed Claim is based upon any obligation or instrument that is treated for U.S. federal income tax purposes as indebtedness of any Debtor or any other Person and is entitled to accrued but unpaid interest thereon, it is intended, subject to applicable law, that such Distribution shall be allocated first to the principal amount of the Allowed Claim (as determined for U.S. federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Allowed Claim, to accrued but unpaid interest.

6.17 ***No Constructive Receipt***.

No Holder of Claims shall be treated as receiving a Distribution for U.S. federal income tax purposes except to the extent such Holder is entitled to receive such Distribution directly under the Plan (or such Distribution is made in satisfaction of an obligation of such Holder). All parties (including, without limitation, Holders of Claims against or Interests in the Debtors, the Related Parties of such Holders, the Debtors, the Master Disbursement Trust, the MDT Trustees and the Creditor Trusts) shall report consistently with the foregoing for U.S. federal income tax purposes.

6.18 ***No Distribution in Excess of Amount of Allowed Claim***.

Notwithstanding anything to the contrary in this Plan, no Holder of an Allowed Claim shall receive, on account of such Allowed Claim, Distributions in excess of the Allowed amount of such Claim when combined with amounts received by such Holder from other sources.

6.19 ***Satisfaction of Claims***.

Unless otherwise provided herein, the Distributions and deliveries to be made on account of Allowed Claims under this Plan shall, in the aggregate, be in complete and final satisfaction, settlement and discharge of, and exchange for, such Allowed Claims. The Distributions and deliveries to be made on account of Claims under this Plan shall additionally be in consideration of the release and discharge of any and all Released Claims and Shareholder Released Claims related to or arising from such Claims.

6.20 ***Withholding and Reporting Requirements***.

(a) **Withholding Rights**. In connection with the Plan, and all instruments or Interests issued in connection therewith and in consideration thereof, any party issuing any instrument or Interest or making any Distribution or other payment described in the Plan shall comply with all applicable

withholding and reporting requirements imposed by any U.S. federal, state or local or foreign taxing authority, and all Distributions pursuant to the Plan and all related agreements shall be subject to any such withholding or reporting requirements to the extent required under applicable law. In the case of a non-Cash Distribution that is subject to withholding, the distributing party may withhold a portion of such distributed property equal in value to the tax to the extent required to be withheld, and either (i) sell such withheld property to generate Cash necessary to pay over the withholding tax (or reimburse the distributing party for any advance payment of the withholding tax), or (ii) pay the withholding tax using its own funds and retain such withheld property. Any amounts withheld pursuant to this Section 6.20(a) and properly remitted to the applicable Governmental Unit shall be deemed to have been distributed to, and received by, the applicable recipient for all purposes of the Plan. In the event that any Person issues any instrument or Interest or makes any non-Cash Distribution or other payment pursuant to the Plan that is subject to withholding tax and such issuing or distributing party has not sold such withheld property to generate Cash to pay the withholding tax, or paid the withholding tax using its own funds and retained such withheld property as described above, such issuing or distributing party has the right, but not the obligation, to not make a Distribution or other payment until such Holder or other recipient has made arrangements reasonably satisfactory to such issuing or distributing party for payment of any such tax obligations, after which such issuing or distributing party shall return to such Holder or other recipient the portion of the property previously withheld.

(b) **Forms**. Any party entitled to receive any Cash or other property under the Plan shall, upon request, deliver to the Disbursing Agent, the Master Disbursement Trust, the applicable Creditor Trust, NewCo, the Foundation or such other Person designated by the Plan Administration Trustee (which Person shall subsequently deliver to the Disbursing Agent any applicable IRS Form W-8 or Form W-9 or other forms or documents received), as applicable, a properly executed IRS Form W-9 or Form W-8, as applicable, and any other forms or documents reasonably requested by such party, to reduce or eliminate any withholding required by any U.S. federal, state, local or foreign taxing authority. Except as otherwise provided in the Creditor Trust Documents, as applicable, if any such request is made by such party in accordance with the foregoing, and the Holder fails to comply before the date that is three hundred sixty-five (365) calendar days after the request is made, the amount of such Distribution shall irrevocably revert to the Plan Administration Trust, the Master Disbursement Trust, the applicable Creditor Trust, NewCo or the Foundation, as applicable, and any Claim with respect to such Distribution shall be discharged and forever barred from assertion against such party or its property.

(c) **Tax Liability**. Notwithstanding Section 6.20(a), each Holder of a Claim or other Person that receives or is to receive a Distribution pursuant to this Plan shall have the sole and exclusive responsibility for the satisfaction and payment (to the extent not withheld from such Distribution pursuant to Section 6.20(a) of the Plan) of any tax obligations imposed on such Holder by any Governmental Unit, including income, withholding and other tax obligations, on account of such Distribution.

6.21 ***Post-Confirmation Claims***.

Except as otherwise provided in the applicable Creditor Trust TDP, in the event a Person seeks payment at any time on account of a Channeled Claim as to which no Proof of Claim was filed before the Bar Date and/or for which no motion seeking leave or order granting leave to file a late Proof of Claim was filed or entered before the Confirmation Date, or as to which no Proof of Claim was required to be filed, such Person shall not be entitled to any payment or distribution on account of such Channeled Claim unless such Channeled Claim is held by a Settling Creditor. If such Channeled Claim is held by a Settling Creditor, such Person shall be entitled to seek to recover on such Channeled Claim solely from the Creditor Trust to which such Channeled Claim is or was channeled pursuant to the Master TDP, as determined by the Bankruptcy Court, and any such recovery shall be solely in accordance with and to

the extent provided in the Creditor Trust TDP for such Creditor Trust. After the Effective Date, in addition to the Person seeking to assert such Channeled Claim and any Person against which such Channeled Claim is purportedly asserted, only the MDT Trustees, the Creditor Trustees and NewCo shall have standing to participate in any action before the Bankruptcy Court (or, in the event that such actions are heard before another tribunal, before such tribunal) in respect of the foregoing. For the avoidance of doubt, nothing in this paragraph is intended or shall be construed to enlarge, amend or modify the provisions of the Bar Date Order, nor is anything in this paragraph intended to derogate from, modify or amend the terms and conditions of any Creditor Trust TDP or the Master TDP or the rights of any MDT Trustee, Creditor Trustee or claims administrator for any Creditor Trust.

ARTICLE VII PROCEDURES FOR NON-PARTICIPATING CHANNELED CLAIMS AND OTHER DISPUTED CLAIMS.

7.1 *Procedures for Non-Participating Channeled Claims and other Disputed Claims Generally*.

Except as otherwise provided in the Plan, the PAT Agreement, or the Creditor Trust Documents, all Claims against the Debtors that are Non-Participating Channeled Claims or otherwise Disputed as of the Effective Date shall be subject to the claims resolution procedures set forth in the Plan, including this Article VII. Any Distributions on account of Non-Participating Channeled Claims or other Disputed Claims shall be reserved pending the completion of the Claims resolution process in this Article VII.

7.2 *Non-Participating Claims Reserves; PAT Disputed Claims Reserves*.

(a) **Establishment**. On the Effective Date, or as soon as reasonably practicable thereafter, the Plan Administration Trustee and each applicable Creditor Trustee shall, consistent with and subject to section 1123(a)(4) of the Bankruptcy Code, with respect to each applicable Class of Claims against the Debtors, establish the PAT Disputed Claims Reserves or the applicable Non-Participating Claims Reserve(s) for such Class.

(b) **Funding of PAT Disputed Claims Reserves**. The PAT Disputed Claims Reserves shall be (i) funded on the Effective Date with Effective Date Cash in an amount determined by the Debtors and reasonably acceptable to the Creditors' Committee, the Governmental Consent Parties and, solely with respect to amounts funded on account of Disputed Other General Unsecured Claims, the Sackler Parties' Representative. Following establishment of the PAT Disputed Claims Reserves, the Plan Administration Trustee shall administer the applicable PAT Disputed Claims Reserve, in each case taking into account any changes in the projected distributions to Holders of the applicable Disputed Claims.

(c) **Funding of Creditor Trust Non-Participating Claims Reserves**. With respect to the Creditor Trust Non-Participating Claims Reserves other than the Class 4 Non-Participating Claims Reserves, (i) each Creditor Trust PRA Non-Participating Claims Reserve and each Select Private Creditor Trust Non-Participating Claims Reserve will be funded on the Effective Date, and from time to time on or after the Effective Date, by the PRA Estate Distributions to which the Holders of the Non-Participating Channeled Claims in such Class would be entitled should their Claims be Allowed Claims pursuant to the applicable Creditor Trust TDP, and (ii) each Creditor Trust Non-PRA Non-Participating Claims Reserve will be funded from time to time after the Effective Date, in an amount equal to the Non-PRA Estate Distributions to which the Holders of the Non-Participating Channeled Claims in such Class would be entitled should their Claims be Allowed Claims pursuant to the applicable Creditor Trust TDP, in each case as determined by the applicable Creditor Trustee and reasonably acceptable to the Debtors, the Creditors' Committee, the Governmental Consent Parties and the Sackler Parties' Representative, and (i) with respect to the Class 5 Non-Participating Claims Reserves, the Native American Tribe Group, (ii) with

respect to the Class 6 Non-Participating Claims Reserve, the Public School District Claimants, (iii) with respect to the Class 7 Non-Participating Claims Reserve, the Ad Hoc Group of Hospitals, (iv) with respect to the Class 8 Non-Participating Claims Reserve, the Third-Party Payor Group, (v) with respect to the Class 9 Non-Participating Claims Reserve, the ERP Trustee, (vi) with respect to the Class 10(a) Non-Participating Claims Reserve, the NAS Committee, and (vii) with respect to the Class 10(b) Non-Participating Claims Reserves, the Ad Hoc Group of Individual Victims.

(d) **Funding of Class 4 Non-Participating Claims Reserves**. The Class 4 PRA Non-Participating Claims Reserve shall be funded with the Non-Settling States Holdback Distributions and the Non-Settling Subdivisions Holdback Distributions, in each case, that are PRA Estate Distributions, and the Class 4 Non-PRA Non-Participating Claims Reserve shall be funded with the Non-Settling States Holdback Distributions and the Non-Settling Subdivisions Holdback Distributions, in each case, that are Non-PRA Estate Distributions in accordance with the following requirements;

(i) In the event that a State is a Non-Settling State on the Effective Date, then such State and each Subdivision of such State that has filed a Proof of Claim will be deemed to hold a Non-Participating Channeled Claim, and (A) a Non-Settling States Holdback Distribution on account of such State and each such Subdivision, that is a PRA Estate Distribution shall be deposited in the Class 4 Creditor Trust PRA Non-Participating Claims Reserve and (B) a Non-Settling States Holdback Distribution on account of such State and each such Subdivision, that is a Non-PRA Estate Distribution shall be deposited in the Class 4 Creditor Trust Non-PRA Non-Participating Claims Reserve. The Non-Settling States Holdback Distribution for the benefit of such Non-Settling State shall be equal to such State's share of Estate Distributions based on the interstate allocation as further described in Governmental Remediation Trust Documents. Any Non-Settling State's share shall be subdivided generally in accordance with the default state-subdivision allocation set forth in the Governmental Entity Shareholder Direct Settlement Agreement as if there was no applicable state-subdivision agreement. The portion of a Non-Settling State's share allocated to its Subdivisions who filed Proofs of Claim shall be further subdivided based on the applicable subdivision metrics developed by the MDL Plaintiffs' Executive Committee.

(ii) Subject to Section 7.2(d)(iii), in the event that a State is a Settling State, but one or more of its Subdivisions that filed Proofs of Claim are not Participating Subdivisions, then the amount of the total PRA Estate Distributions and Non-PRA Estate Distributions allocated to such State shall be reduced by an amount equal to the share that a Non-Settling Subdivision would have received under (A) the intrastate allocation agreement that exists between that Settling State and its Subdivisions (if an intrastate allocation agreement exists), (B) the intrastate allocation statute (if an intrastate allocation statute exists), or (C) the default state-subdivision allocation set forth in the Governmental Entity Shareholder Direct Settlement Agreement (if no intrastate allocation agreement or statute exists), with the Non-Settling

Subdivision's share calculated based on the applicable subdivision metrics developed by the MDL Plaintiffs' Executive Committee, with the amounts of such reductions deposited, (X) in the case of PRA Estate Distributions, in the Class 4 PRA Non-Participating Claims Reserve and (Y) in the case of Non-PRA Estate Distributions, in the Class 4 Non-PRA Non-Participating Claims Reserve. Non-Settling Subdivisions that have filed Proofs of Claim and whose Claims are or may be Allowed may be entitled to different allocations of Estate Distributions upon such Subdivision becoming a Participating Subdivision.

(iii) In the event a Non-Settling Subdivision is located in a Settling State that has a statutory bar against such Non-Settling Subdivision pursuing a Released Claim, such Creditor Trust shall not be required to reserve any amount on account of the Non-Participating Non-Federal Domestic Governmental Claim held by such Non-Settling Subdivision.

(iv) The Class 4 PRA Non-Participating Claims Reserve shall be funded over time from each PRA Estate Distribution and the Class 4 Non-PRA Non-Participating Claims Reserve shall be funded over time from each Non-PRA Estate Distribution, in each case, on account of each such Class 4 Non-Participating Channeled Claim, as applicable, including such amount(s) payable on account of Attorneys' Fees under Section 5.9 of this Plan.

(e) **U.S. Federal Income Tax Matters Relating to the Creditor Trust Non-PRA Non-Participating Claims Reserves**. Each Creditor Trust Non-PRA Non-Participating Claims Reserve is intended to be treated and shall be reported as an account of the corresponding Creditor Trust, and not as an entity separate from the corresponding Creditor Trust, for U.S. federal income tax purposes, and shall be treated consistently for state and local tax purposes, to the extent applicable. All parties (including the Shareholder Payment Parties, the Debtors, the MDT Trustees, the Plan Administration Trustee, each applicable Creditor Trustee, and Holders of Non-Participating Claims and other Disputed Claims) shall be required to report for tax purposes in a manner consistent with the foregoing. Each applicable Creditor Trustee shall be responsible for payment, out of the assets of the applicable Creditor Trust Non-PRA Non-Participating Claims Reserve, of any taxes imposed on the applicable Creditor Trust Non-PRA Non-Participating Claims Reserve or its assets.

(f) **U.S. Federal Income Tax Matters Relating to the Creditor Trust PRA Non-Participating Claims Reserves and the Select Private Creditor Trust Non-Participating Claims Reserves**. Each Creditor Trust PRA Non-Participating Claims Reserve and each Select Private Creditor Trust Non-Participating Claims Reserve is intended to be treated and shall be reported as a qualified settlement fund within the meaning of Treasury Regulations section 1.468B-1 for U.S. federal income tax purposes and shall be treated consistently for state and local tax purposes. The Master Shareholder Settlement Agreement provides that PRA L.P. shall timely elect, pursuant to Treasury Regulations Section 1.468B-1(k) (and any applicable state and local income tax purposes), to treat each Creditor Trust PRA Non-Participating Claims Reserve and each Select Private Creditor Trust Non-Participating Claims Reserve as a "grantor trust," all of which is owned, for federal and applicable state and local income tax purposes only, by PRA L.P., and that PRA L.P. shall maintain such elections and shall not revoke any of such elections without the prior written consent of the Master Disbursement Trust and the applicable Creditor Trust(s), and this Section 7.2(f) assumes that is the case. All parties (including the Shareholder Payment

Parties, the Debtors, the Plan Administration Trustee, each applicable Creditor Trustee, the MDT Trustees, and Holders of Non-Participating Claims and other Disputed Claims) shall be required to report for tax purposes in a manner consistent with the foregoing. The applicable Creditor Trustee shall be the "administrator" of each Creditor Trust PRA Non-Participating Claims Reserve and each Select Private Creditor Trust Non-Participating Claims Reserve. The Master Shareholder Settlement Agreement provides that PRA L.P. shall take into account all items of income, gain, loss, deduction and credit (including capital gains and losses) recognized by or otherwise attributable to each of the Creditor Trust PRA Non-Participating Claims Reserves and each of the Select Private Creditor Trust Non-Participating Claims Reserve for U.S. federal (and any applicable state or local) income tax purposes on its tax returns. The applicable Creditor Trustee may request an expedited determination of taxes of a Creditor Trust PRA Non-Participating Claims Reserve or a Select Private Creditor Trust Non-Participating Claims Reserve, as applicable, under section 505(b) of the Bankruptcy Code for all returns, if any, filed for, or on behalf of, the Creditor Trust PRA Non-Participating Claims Reserve or Select Private Creditor Trust Non-Participating Claims Reserve for all taxable periods through the dissolution of the Creditor Trust PRA Non-Participating Claims Reserve or Select Private Creditor Trust Non-Participating Claims Reserve, as applicable. Nothing in this Section 7.2(f) shall be deemed to determine, expand or contract the jurisdiction of the Bankruptcy Court under section 505 of the Bankruptcy Code.

7.3 ***Claim Objections***.

(a) **Prior to Effective Date**. Prior to the Effective Date, objections to Claims against the Debtors may be interposed and prosecuted by the Debtors and any other party in interest, including, for the avoidance of doubt, any Shareholder Released Party; *provided*, that no Shareholder Released Party shall interpose any objection to a Claim held by a Settling Creditor.

(b) **PAT Disputed Claims Reserves**. On or after the Effective Date, except as otherwise provided in the Plan or the PAT Agreement, objections to Avrio General Unsecured Claims, Adlon General Unsecured Claims, and Other General Unsecured Claims against the Debtors may be interposed and prosecuted only by the Plan Administration Trustee, provided that with respect to Disputed Other GUC Litigation Claims, such objections may be interposed and prosecuted by any other party in interest, including, for the avoidance of doubt, any Shareholder Released Party. Any objections to Avrio General Unsecured Claims, Adlon General Unsecured Claims, and Other General Unsecured Claims shall be served on the applicable Holders of such Claims and filed with the Bankruptcy Court (A) on or before one hundred eighty (180) days following the later of (i) the Effective Date and (ii) the date that a Proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of the Holder of such Claim or (B) on such later date as may be fixed by the Bankruptcy Court (including upon request by a party in interest, including, for the avoidance of doubt, any Shareholder Released Party).

(c) **Objections to Non-Participating Channeled Claims**. On or after the Effective Date, except as otherwise provided in the Plan or the applicable Creditor Trust Documents, objections to Non-Participating Channeled Claims may be interposed and prosecuted by the Master Disbursement Trust and any other party in interest, including, for the avoidance of doubt, the applicable Creditor Trustee or any Shareholder Released Party, and the Bankruptcy Court shall retain exclusive jurisdiction to the greatest extent permitted by applicable law to hear and determine such objections.

(d) **Proceedings on Objections to Creditor Trust Channeled Claims other than in Class 4**. In connection with any objection to a Non-Participating Channeled Claim other than a Non-Participating Channeled Claim in Class 4, any judgment entered (i) as to the validity of such Claim shall constitute a binding determination that such Claim is either Allowed or Disallowed; and (ii) as to the amount of such Claim shall not be binding for purposes of Distribution, which shall instead be determined in accordance with Section 7.7(b) of this Plan and the applicable Creditor Trust Documents. The

Bankruptcy Court (or any other court of competent jurisdiction in connection with such an objection) may, at its discretion, decline to enter any judgment as to the amount of a Non-Participating Channeled Claim.

(e) **Proceedings on Objections to Creditor Trust Channeled Claims in Class 4**. In connection with any objection to a Non-Participating Channeled Claim in Class 4, any judgment entered (i) as to the validity of such Claim shall constitute a binding determination that such claim is either Allowed or Disallowed; and (ii) shall not determine the amount of such Claim for purposes of Distribution, which shall instead be determined in accordance with Section 7.7(c) of this Plan. The Bankruptcy Court (or any other court of competent jurisdiction in connection with such an objection) may, at its discretion, decline to enter any judgment as to the amount of a Non-Participating Channeled Claim.

(f) **Omnibus Objections to Non-Participating Channeled Claims**. On or after the Effective Date, notwithstanding anything to the contrary in Bankruptcy Rule 3007, any party in interest, including, for the avoidance of doubt, the Creditor Trustee for the applicable Creditor Trust or any Shareholder Released Party, may object to more than one Non-Participating Channeled Claim consistent with the *Omnibus Claims Objection Procedures Approved in the Bankruptcy Court's Corrected Order Approving (I) Omnibus Claims Objection Procedures, (II) Omnibus Claims Settlement Procedures and (III) Omnibus Claims Hearing Procedures* [D.I. 2878] (the "**Omnibus Claims Objection Order**") as if (solely for purposes of such procedures) such party in interest were the Debtors. Any such omnibus objection shall be governed by the Omnibus Claims Hearing Procedures set forth in the Omnibus Claims Objection Order.

(g) **Joint Hearings on Common Issues of Law or Fact**. To the extent that multiple pending objections to Non-Participating Channeled Claims in the same Class (including when brought as an omnibus objection pursuant to Section 7.3(f) of this Plan) raise common issues of law or fact, including for the avoidance of doubt issues of fact as to the Debtors' or other parties' alleged conduct, the Bankruptcy Court may, to the extent practicable and consistent with applicable law, schedule joint hearings in respect of such common issues, including joint evidentiary hearings as to issues of fact. For the avoidance of doubt, this Section 7.3(g) shall apply notwithstanding differences in the law governing Non-Participating Channeled Claims to which this Section 7.3(g) of the Plan applies.

7.4 ***No Distribution Pending Allowance***.

Except as otherwise expressly provided in the Plan or the PAT Agreement, if any portion of any Claim in any Class in this Plan, including any Avrio General Unsecured Claims, Adlon General Unsecured Claims, or Other General Unsecured Claims is Disputed or Non-Participating, no payment or Distribution provided under the Plan shall be made on account of such Claim unless and until such Disputed Claim or Non-Participating Claim becomes an Allowed Claim.

7.5 ***Estimation of Claims***.

Subject in all respects to Section 7.12 of the Plan, the Debtors (before the Effective Date), and the Plan Administration Trustee (on or after the Effective Date), or any party in interest (including, for the avoidance of doubt, any Shareholder Released Party) may, at any time, request that the Bankruptcy Court estimate, pursuant to section 502(c) of the Bankruptcy Code, any Disputed Avrio General Unsecured Claims, Disputed Adlon General Unsecured Claims or Disputed Other General Unsecured Claims that the Bankruptcy Court has jurisdiction to estimate in accordance with the Bankruptcy Code or other applicable law, regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Claim, or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim at any time during litigation concerning any objection to any such Claim, including during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates such a Disputed Claim, such estimated amount shall constitute either the Allowed amount of such Claim, the amount used to determine the PAT Disputed

Claims Reserves or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If such estimated amount constitutes a maximum limitation on such Claim, the Plan Administration Trustee or any party in interest (including, for the avoidance of doubt, any Shareholder Released Party) may elect to pursue any supplemental proceeding to object to any ultimate Distribution on account of such Claim.

7.6 ***Resolution of Claims***.

Subject in all respects to Section 7.12 of the Plan, and except as expressly provided in the Plan, the PAT Agreement, the applicable Creditor Trust Documents, or any order entered by the Bankruptcy Court before the Effective Date, including the Confirmation Order, the MDT Trustees, the Plan Administration Trustee and each applicable Creditor Trustee shall have and retain any and all rights and defenses held by the Debtors with respect to any Claim against the Debtors as of the Petition Date, and, subject in all respects to Section 7.12 of the Plan, shall have the authority to compromise, settle, otherwise resolve or withdraw any objections to such Claims and to compromise, settle or otherwise resolve any Non-Participating Channeled Claims and other Disputed Claims without approval of the Bankruptcy Court; *provided*, *however*, that no Non-Participating Channeled Claim or other Disputed Claim may be resolved as contemplated in this Section 7.6 without the consent of the corresponding Creditor Trustee or Plan Administration Trustee, as applicable. Subject to the applicable Creditor Trust Documents, if the Master Disbursement Trust, the Plan Administration Trustee or the applicable Creditor Trustee, as applicable, and a Holder of a Non-Participating Channeled Claim or other Disputed Claim are unable to reach a settlement on the Non-Participating Channeled Claim or other Disputed Claim within two (2) years of the Effective Date, such Non-Participating Channeled Claim or other Disputed Claim shall be submitted to the Bankruptcy Court for resolution consistent with this Article VII of the Plan. For the avoidance of doubt, nothing in this Section 7.6 shall (i) alter the processes for determining Distributions to the Holders of Allowed Channeled Claims set forth in this Plan, any order of the Bankruptcy Court, and the applicable Creditor Trust Documents or (ii) limit the rights and obligations of the Creditor Trustees in connection with such processes.

7.7 ***Distribution After Allowance***.

(a) **PAT Disputed Claims Reserves**. In accordance with the PAT Agreement, on the first PAT Distribution Date following the date on which a Disputed Avrio General Unsecured Claim, Disputed Adlon General Unsecured Claim or Disputed Other General Unsecured Claim becomes an Allowed Claim, the Disbursing Agent shall remit to the respective PAT Distribution Account, for Distribution to the Holder of such Allowed Claim, the Cash or cash equivalents retained in the applicable PAT Disputed Claims Reserve in an amount equal to any amount that would have been distributed to the Holder of such Claim from the Effective Date through and including the PAT Distribution Date if such Claim had been Allowed as of the Effective Date, net of any costs and expenses, including taxes (if any), of or related to the applicable PAT Disputed Claims Reserve. Each Holder of a Disputed Avrio General Unsecured Claim, Disputed Adlon General Unsecured Claim and Disputed Other General Unsecured Claim that ultimately becomes an Allowed Claim shall have recourse only to the undistributed Cash held in the applicable PAT Disputed Claims Reserve for satisfaction of such Holders' Allowed Claim and shall have no recourse against any Protected Party or any Assets previously distributed on account of any Allowed Claim. No distribution from a PAT Disputed Claims Reserve or otherwise shall be made on account of any Disputed Claim unless such Disputed Claim is Allowed by a Final Order.

(b) **Creditor Trust Non-Participating Claims Reserves**. With respect to the Creditor Trust Non-Participating Claims Reserves other than the Class 4 Non-Participating Claims Reserves, in accordance with the applicable Creditor Trust Documents, following the date on which a Non-Participating Channeled Claim becomes an Allowed Claim, each applicable Creditor Trust shall distribute to the Holder of such Allowed Claim the Cash or cash equivalents retained in the applicable Creditor Trust

Non-Participating Claims Reserve(s) in an amount equal to any Estate Distribution amount that would have been distributed to the Holder of such Claim from the Effective Date through and including the applicable distribution date if such Claim had been Allowed as of the Effective Date pursuant to the applicable Creditor Trust TDP, net of any costs and expenses, including taxes (if any), of or related to the applicable Non-Participating Claims Reserve, and shall be entitled to receive its pro rata share of Estate Distributions as a Holder of an Allowed Claim in its applicable Class if and when such distribution is made, pursuant to the applicable Creditor Trust TDP. For the avoidance of doubt, nothing herein shall entitle the Holder of a Non-Participating Claim, regardless of Allowance, to any share of the Shareholder Direct Settlement Portion. Each Holder of a Non-Participating Channeled Claim that ultimately becomes an Allowed Claim shall have no recourse against any Protected Party or any Assets previously distributed on account of any Allowed Claim.

(c) **Class 4 Non-Participating Claims Reserve**. Upon the Allowance of a Non-Participating Channeled Claim in Class 4, (i) the Governmental Remediation Trust shall distribute from the Class 4 Non-Participating Claims Reserves to the holder of such Allowed Claim an amount equal to the Estate Distribution the Holder of such Claim would have received if such Claim was an Allowed Class 4 Claim on the Effective Date, less (A) any costs, expenses, and fees (including taxes, if any) of or related to the Class 4 Non-Participating Claims Reserves and (B) any costs, expenses, and fees incurred by the Governmental Remediation Trust, the Master Disbursement Trust, the Debtors, or any Released Party (to the extent not already claimed or paid to or on behalf of any Released Party out of the Direct Claim Settlement Retained Payment Amounts or the Special Operating Reserve) arising out of, in relation to, or in connection with litigating or in any way resolving any objection to that Class 4 Claim, and (ii) the Holders of such Claim shall be entitled to receive further Estate Distributions pursuant to Article VI of the Plan.

7.8 ***Disallowance of Non-Participating Channeled Claims and Other Disputed Claims***.

(a) **PAT Disputed Claims Reserves**. Upon Disallowance of a Disputed Avrio General Unsecured Claim, Disputed Adlon General Unsecured Claim or Disputed Other General Unsecured Claim, in whole or in part, the Plan Administration Trustee shall (i) first, reallocate all amounts reserved for distribution on account of such Disallowed Claim or the Disallowed portion thereof (the "***Disallowed Claim Distribution***") to Holders of then Allowed and Disputed Claims in the applicable Class and (ii) second, distribute the Disallowed Claim Distribution that has been so reallocated to each Holder of an Allowed Claim in such Class and allocate to the PAT Disputed Claims Reserve for such Class, pro rata, in accordance with clause (i) of this sentence.

(b) **Creditor Trust Non-Participating Claims Reserves**. Upon Disallowance of a Non-Participating Channeled Claim other than with respect to any Non-Participating Channeled Claims in Class 4: (i) any amounts held in the applicable Creditor Trust PRA Non-Participating Claims Reserve or the applicable Select Private Creditor Trust Non-Participating Claims Reserve on account of such Non-Participating Channeled Claim shall be transferred by the applicable Creditor Trustee from the applicable Creditor Trust PRA Non-Participating Claims Reserve or the applicable Select Private Creditor Trust Non-Participating Claims Reserve directly to the corresponding Released Claims Reserve and any future Distribution that would have been funded to the applicable Creditor Trust PRA Non-Participating Claims Reserve or the applicable Select Private Creditor Trust Non-Participating Claims Reserve on account of such Non-Participating Channeled Claim shall be funded directly to the applicable Released Claims Reserve, and (ii) any amounts held in the applicable Creditor Trust Non-PRA Non-Participating Claims Reserve on account of such Non-Participating Channeled Claim shall be released to the applicable Creditor Trust for distribution pursuant to the applicable Creditor Trust Documents.

(c) **Class 4 Non-Participating Claims Reserve**. In the event a Non-Participating Channeled Claim in Class 4 is Disallowed: (i) the amount reserved on account of such Claim in the Class 4 PRA Non-Participating Claims Reserve shall be released to the corresponding Released Claims Reserve, and any future Distribution that would have been funded to the Class 4 PRA Non-Participating Claims Reserve on account of such Non-Participating Non-Federal Domestic Governmental Channeled Claim shall be funded directly to the Released Claim Reserve established in the Governmental Remediation Trust, and (ii) the amount reserved on account of such Claim in the Class 4 Non-PRA Non-Participating Claims Reserve shall be released to the Governmental Remediation Trust for distribution pursuant to the Governmental Remediation Trust Documents.

(d) **Released Claims Reserves**. All amounts funded to the Released Claims Reserves in accordance with this Section 7.8 shall be administered in accordance with the terms of the Master Shareholder Settlement Agreement, including Article 5 and Exhibit N.

7.9 ***Allowance of Non-Participating Channeled Claims***.

(a) If no objection is affirmatively raised to the Allowance of a Non-Participating Channeled Claim (other than a Non-Participating Channeled Claim in Classes 10(a) or 10(b)) within two (2) years of the Effective Date, such claim shall be deemed Allowed and the holder thereof shall be entitled to the Estate Distribution allocated to such Channeled Claim under the applicable TDP. If no objection is affirmatively raised to the Allowance of a Non-Participating Channeled Claim in Classes 10(a) or 10(b) within eighteen (18) months of the Effective Date, such claim shall be deemed Allowed and the holder thereof shall be entitled to the Estate Distribution allocated to such Channeled Claim (if any) under the applicable TDP. Notwithstanding the foregoing, (i) any Allowance pursuant to this Section 7.9(a) of the Plan shall not constitute a determination as to the merits of such Non-Participating Channeled Claim and shall not be used as a basis to assert the merits of such Non-Participating Channeled Claim in any forum, and (ii) any Non-Participating Channeled Claim that is Allowed (pursuant to this Section 7.9 or otherwise) shall still be subject to, and shall only receive a distribution pursuant to, the applicable TDP.

(b) For the purposes of Allowance of any Non-Participating Channeled Claim that is not otherwise Disallowed in accordance with the Plan, such Channeled Claim shall be deemed an Allowed Claim (i) pursuant to a settlement or other resolution in accordance with Section 7.6 of the Plan, (ii) pursuant to Section 7.9(a) of the Plan, or (iii) upon entry of a Final Order finding that such Holder has a valid, compensable Channeled Claim, regardless of the allowed amount of such Channeled Claim (and, for the avoidance of doubt, such Holder shall not be required to litigate the allowed amount of its Allowed Claim). Other than as expressly contemplated by the applicable trust distribution procedures, any judgment entered as to the amount of a Non-Participating Channeled Claim shall not be binding for purposes of Distribution, which shall instead be determined in accordance with Sections 7.7(b) and (c) of this Plan. The Bankruptcy Court (or any other court of competent jurisdiction in connection with such an objection) may, at its discretion, decline to enter any judgment as to the amount of a Non-Participating Channeled Claim.

7.10 ***Claims Resolution Procedures Cumulative***.

All of the objection, estimation, settlement and resolution procedures set forth in this Plan with respect to Claims against the Debtors are intended to be cumulative and not exclusive of one another. Claims against the Debtors may be established and subsequently settled, compromised, withdrawn or resolved in accordance with this Plan by any mechanism approved by the Bankruptcy Court.

7.11 ***No Postpetition Interest or Penalties on Non-Participating Channeled Claims and other Disputed Claims***.

Unless otherwise specifically provided for in the Plan or the Confirmation Order or required by applicable bankruptcy law, no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date or to any penalties on any Claim. Interest and penalties shall not accrue or be paid upon any Non-Participating Channeled Claim or other Disputed Claim with respect to the period from the Effective Date to the date a Distribution is made thereon, or on and after such Non-Participating Channeled Claim or other Disputed Claim becomes an Allowed Claim.

7.12 ***Shareholder Rights Regarding Settlement and Estimation of Claims***.

In consideration of certain compromises made under the Shareholder Settlements, notwithstanding anything to the contrary contained in the Plan, the Confirmation Order, or the other Plan Documents, neither the Debtors, the reorganized Debtors, the Estates, the Plan Administration Trust, the Plan Administration Trustee, any of the Creditor Trusts, any of the Creditor Trustees, nor any representative or successor of any of the foregoing shall be permitted to settle or seek to estimate any Non-Participating Channeled Claim or other Disputed Claim absent the express written consent of the Sackler Parties' Representative, not to be unreasonably withheld, solely to the extent that such settlement or estimation of any such Non-Participating Channeled Claim or other Disputed Claim could be reasonably expected to adversely impact any Shareholder Released Party's defense against or resolution of any claims or Causes of Action asserted or potentially asserted against any Shareholder Released Party that would have been released pursuant to the Shareholder Direct Claims Release had the Persons asserting or potentially asserting such claims or Causes of Action been Settling Creditors (including because admissions of fact or showings of evidentiary support requisite to effectuation of such settlement or estimation could adversely impact the legal defenses of any Shareholder Released Party); *provided* that no such consent shall be required to the extent that (a) such settlement or estimation of such Non-Participating Channeled Claim or other Disputed Claim is sought in an amount not exceeding $1,000,000, (b) such settlement or estimation of such Non-Participating Channeled Claim or other Disputed Claim would include no non-monetary conditions on the part of any Debtor, any reorganized Debtor, any Estate, the Plan Administration Trust, the Plan Administration Trustee, any Creditor Trust, any Creditor Trustee, or any representative or successor of any of the foregoing, and (c) the total aggregate amount of Non-Participating Channeled Claims or other Disputed Claims or formerly Non-Participating Channeled Claims or other Disputed Claims that have been settled or estimated do not exceed $10,000,000. Whether or not the Debtors, the reorganized Debtors, the Estates, the Plan Administration Trust, the Plan Administration Trustee, any of the Creditor Trusts, any of the Creditor Trustees, or any representative or successor of any of the foregoing settles or estimates (or seeks to settle or estimate) any Non-Participating Channeled Claim or other Disputed Claim, in no event shall any Shareholder Released Parties be considered the privies of any of the foregoing for purposes of preclusion principles or otherwise. For the avoidance of doubt, nothing in this Section 7.12 gives, or is intended to give, any party any consent rights over any determinations made by any Creditor Trustee with regard to the appropriate amount that any Holder of an Allowed Claim is entitled to receive from the applicable Creditor Trust TDP.

ARTICLE VIII EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

8.1 ***Assumption and Rejection of Executory Contracts and Unexpired Leases***.

(a) As of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which any Debtor is a party, subject to the terms of Section 8.4, shall be deemed assumed by the applicable Debtor and, except with respect to any contract or lease held by a Transferred Debtor, assigned to NewCo or its designee, except for any executory contract or unexpired lease that (i) has previously been assumed or rejected pursuant to a Final Order of the Bankruptcy Court,

(ii) is specifically identified on the Schedule of Rejected Contracts, (iii) is the subject of a separate assumption or rejection motion filed by the Debtors under section 365 of the Bankruptcy Code pending on the Confirmation Date, (iv) is the subject of a pending Contract Dispute or (v) is being otherwise treated pursuant to the Plan. The Debtors reserve the right to modify the treatment of any particular executory contract or unexpired lease pursuant to this Plan with the reasonable consent to the Governmental Consent Parties. Furthermore, notwithstanding anything to the contrary in the Plan, the Debtors may alter, amend, modify or supplement the Schedule of Rejected Contracts and assume, assume and assign or reject executory contracts and unexpired leases at any time prior to the Effective Date or, with respect to any executory contract or unexpired lease subject to a Contract Dispute that is resolved after the Effective Date, within thirty (30) days following entry of a Final Order of the Bankruptcy Court resolving such Contract Dispute.

(b) Subject to the occurrence of the Effective Date, the payment of any applicable Cure Amount and the resolution of any Contract Dispute, the entry of the Confirmation Order shall constitute approval of the rejections, assumptions and assumptions and assignments provided for in this Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated herein or provided in a separate order of the Bankruptcy Court, rejections, assumptions and assumptions and assignments of executory contracts and unexpired leases pursuant to the Solicitation Procedures Order and this Plan are effective as of the Effective Date. Each executory contract and unexpired lease assumed pursuant to this Plan or by order of the Bankruptcy Court shall vest in and be fully enforceable by the applicable Debtor or NewCo, in each case in accordance with its terms, except as modified by the provisions of this Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(c) Unless otherwise provided herein (including Section 8.4 of the Plan) or by separate order of the Bankruptcy Court, each executory contract or unexpired lease that is assumed or assumed and assigned shall include any and all modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument or other document is listed in an Assumption Notice.

(d) Except as otherwise expressly set forth on an Assumption Notice, any contracts, engagement letters, retention agreements, and similar arrangements, in each case between the Debtors and any attorneys, accountants, financial advisors, investment bankers or similar professionals, representatives or advisors, shall not be treated under the Plan as executory contracts subject to assumption, assumption and assignment, or rejection. Counterparties to any such contracts, engagement letters, retention agreements and similar arrangements were required to file Proofs of Claim by the General Bar Date, and any Allowed Claims relating thereto shall be treated as Other General Unsecured Claims or Co-Defendant Claims, as applicable.

8.2 *Determination of Contract Disputes and Deemed Consent*.

(a) The Debtors shall serve Assumption Notices in accordance with the Solicitation Procedures Order. If a counterparty to an executory contract or unexpired lease receives an Assumption Notice, but such executory contract or unexpired lease is not listed therein, the proposed Cure Amount for such executory contract or unexpired lease shall be deemed to be zero dollars ($0).

(b) Any counterparty to an executory contract or unexpired lease shall have the time prescribed in the Solicitation Procedures Order to object to (i) the Cure Amount identified on the Assumption Notice, (ii) adequate assurance of future performance by the applicable Debtor, NewCo or its assignee (within the meaning of section 365 of the Bankruptcy Code) and (iii) any other matter pertaining

to assumption or assumption and assignment of such executory contract or unexpired lease on the terms set forth in the Plan and such Assumption Notice.

(c) To the extent a Contract Dispute is asserted in an objection filed in accordance with the procedures set forth in the Assumption Notice, such Contract Dispute shall be heard by the Bankruptcy Court at the Confirmation Hearing. Following resolution of a Contract Dispute by Final Order of the Bankruptcy Court, the applicable executory contract or unexpired lease shall be deemed assumed or assumed and assigned effective as of the Effective Date, subject to the Debtors' right to reject such executory contract or unexpired lease at any time prior to the Effective Date or, if any Contract Dispute is resolved after the Effective Date, within thirty (30) days following entry of such Final Order of the Bankruptcy Court resolving the applicable Contract Dispute.

(d) To the extent a Contract Dispute has not been resolved prior to the Effective Date, the Debtors shall establish the Disputed Cure Claims Reserve. Any amounts in the Disputed Cure Claims Reserve remaining after the resolution of all Disputed Cure Claims and the payment of all Cure Amounts with respect to Allowed Cure Claims for contracts and leases to be assumed or assumed and assigned shall be applied in accordance with Section 5.14(b) of the Plan.

(e) To the extent an objection is not timely filed and properly served on the Debtors with respect to a Contract Dispute, then the counterparty to the applicable contract or lease shall be deemed to have assented to (i) the Cure Amount proposed by the Debtors and (ii) the assumption or assumption and assignment of such contract or lease on the terms set forth in the Plan and the Assumption Notice, notwithstanding any provision of the applicable contract or lease that (A) prohibits, restricts or conditions the transfer or assignment of such contract or lease or (B) terminates or permits the termination of such contract or lease as a result of any direct or indirect transfer or assignment of the rights of the Debtors under such contract or lease or a change in the ownership or control as contemplated by the Plan, and shall forever be barred and enjoined from asserting such objection against the Debtors or terminating or modifying such contract or lease on account of transactions contemplated by the Plan.

(f) With respect to payment of any Cure Amounts or resolution of Contract Disputes, none of the Debtors, the Plan Administration Trustee, NewCo or any Transferred Debtor shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned or otherwise transferred its Cure Claim.

8.3 ***Payments Related to Assumption of Contracts and Leases***.

(a) Subject to resolution of any Contract Dispute, any Cure Claim shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Plan Administration Trust from the Priority Claims Reserve or the Disputed Cure Claims Reserve, as applicable, or NewCo in the ordinary course of business upon assumption thereof.

(b) Assumption or assumption and assignment of any executory contract or unexpired lease pursuant to the Plan, or otherwise, shall result in the full release and satisfaction of any Claims or defaults, subject to satisfaction of the Cure Amount, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the effective date of assumption or assumption and assignment. Any Proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed shall be deemed Disallowed and expunged, without further notice, or action, order or approval of the Bankruptcy Court or any other Person.

8.4 ***Co-Defendant Contracts***.

Except as otherwise provided in the Plan or agreed by any counterparty and the Debtors (with the consent (not to be unreasonably withheld, conditioned or delayed) of the Governmental Consent Parties, and after consultation with the Creditors' Committee), the assumption of any contract or lease under the Plan shall (a) release any Causes of Action on account of any and all terms or provisions of such contract or lease solely to the extent such terms or provisions create an obligation of any party thereto (or any assignee thereof), or give rise to a right in favor of any non-Debtor under any MDT Insurance Policy or any other insurance policy of any Protected Party, for the indemnification or reimbursement of any Person for costs, losses, damages, fees, expenses or any other amounts whatsoever relating to or arising from any actual or potential opioid-related litigation or dispute, whether accrued or unaccrued, asserted or unasserted, existing or hereinafter arising, based on or relating to, or in any manner arising from, in whole or in part, Opioid-Related Activities or other conduct occurring prior to the Effective Date; and (b) constitute a release by each party of each other counterparty (and any assignee thereof or successor thereto) and by each non-Debtor party of all Insurance Companies, in each case, from any and all Causes of Action and other rights of recovery arising under or relating to such indemnification and reimbursement rights to the extent relating to any conduct occurring prior to the Effective Date, and an agreement by each non-Debtor counterparty to release any and all Co-Defendant Claims held by such party and to channel, in accordance with the Channeling Injunction, all Channeled Claims arising under or relating to such contract, including any such Claims that might otherwise be elevated to administrative status through assumption of such contract or lease. On the Effective Date, (x) all Co-Defendant Claims arising under or related to any such assumed or assumed and assigned contract or lease shall be released and discharged with no consideration on account thereof, and all Proofs of Claim in respect thereof shall be deemed expunged, without further notice, or action, order or approval of the Bankruptcy Court or any other Person and (y) all Channeled Claims arising under or related to any such assumed or assumed and assigned contract or lease shall be channeled in accordance with the Channeling Injunction. For the avoidance of doubt, unless otherwise agreed by the counterparty to any assumed or assumed and assigned contract or lease, the foregoing shall not release or otherwise modify any term or provision of such contract or lease to the extent of any indemnification or reimbursement rights (i) accruing after the Effective Date for conduct occurring after the Effective Date, (ii) for any amounts, if any, due to a Co-Defendant as a result of the New York Opioid Stewardship Act (2018 N.Y. Sess. Laws, ch. 57, pt. NN 7 (codified at N.Y. Pub. Health Law § 3323 and N.Y. State Fin. Law § 97-aaaaa)) or (iii) for any Co-Defendant Surviving Pre-Effective Date Claim. Notwithstanding the release, satisfaction, expungement and extinguishment of Co-Defendant Claims, a Co-Defendant retains its Co-Defendant Defensive Rights, which include the ability to recover from Persons that are not Protected Parties or from any insurance policies that are not Purdue Insurance Policies or other insurance policies of Protected Parties. The counterparty to such contract or lease and all other applicable Persons shall be bound by the terms set forth in this Section 8.4.

8.5 ***Rejection Claims***.

In the event that the rejection of an executory contract or unexpired lease by any of the Debtors herein results in damages to the other party or parties to such contract or lease, any Claim for such damages shall be forever barred and shall not be enforceable against the Debtors or their Estates, properties or interests in property, unless a Proof of Claim is filed with the Bankruptcy Court and served upon the Debtors no later than thirty (30) days after the entry of the order of the Bankruptcy Court (including the Confirmation Order) authorizing the rejection of such executory contract or unexpired lease. Any such Claim shall be classified in accordance with the classification of Claims set forth in Article III of the Plan, including that any such Claims that constitute Co-Defendant Claims shall be classified as such. The Confirmation Order shall constitute the Bankruptcy Court's authorization of the rejection of all the leases and contracts identified in the Schedule of Rejected Contracts.

8.6 ***Compensation and Benefit Plans***.

Except with respect to any Benefit Plans for which the Debtors have received approval of the Bankruptcy Court to reject or terminate on or before the Effective Date or that are subject to a pending motion to reject or terminate as of the Confirmation Hearing, all Benefit Plans shall be deemed to be, and shall be treated as, executory contracts under this Plan pursuant to sections 365 and 1123 of the Bankruptcy Code and shall be assumed by applicable Debtors and, unless held by a Transferred Debtor, assigned to NewCo (or one of its Subsidiaries).

8.7 ***Purdue Pension Plan***.

The Purdue Pension Plan has approximately 3,200 participants. PPLP is the contributing sponsor of the Purdue Pension Plan. The Debtors that are members of the contributing sponsor's controlled-group within the meaning of 29 U.S.C. §§ 1301(a)(13), (14) are jointly and severally liable with respect to the Purdue Pension Plan. Further, any non-debtor members of the contributing sponsor's controlled-group are also jointly and severally liable with respect to the Purdue Pension Plan.

On or prior to the Effective Date, the Debtors shall have commenced a standard termination of the Purdue Pension Plan pursuant to 29 U.S.C. § 1341 and any standard termination costs, other liabilities, or obligations remaining thereunder as of the Effective Date shall be assumed and payable by NewCo.

NewCo or its wholly owned subsidiary will assume the Purdue Pension Plan to the extent the standard termination and PBGC audit, pursuant to 29 U.S.C. § 1303, has not been completed for the Purdue Pension Plan prior to the Effective Date. Specifically, upon the Effective Date, NewCo or its wholly owned subsidiary shall be deemed to have assumed the Purdue Pension Plan (to the extent the standard termination and PBGC audit has not been completed prior to the Effective Date) and all liabilities and assets thereunder and shall comply with all applicable statutory provisions of ERISA and the IRC, including, but not limited to, satisfying the minimum funding standards pursuant to 26 U.S.C. §§ 412, 430, and 29 U.S.C. §§1082, 1083; paying the PBGC premiums in accordance with 29 U.S.C. §§ 1306 and 1307; administering the Purdue Pension Plan in accordance with its terms and the provisions of ERISA and the IRC, and completing the standard termination under 29 U.S.C. § 1341 (and NewCo reserves all rights thereunder).

Notwithstanding any provision in the Plan to the contrary, no provision contained in the Plan, the Confirmation Order, the Bankruptcy Code (including section 1141 thereof), or any other document filed in the Debtors' bankruptcy cases shall be construed as discharging, releasing, exculpating or relieving any Person (other than the Liquidating Debtors) from any fiduciary duties or liabilities under Title I of ERISA with respect to the Purdue Pension Plan. PBGC and the Purdue Pension Plan shall not be enjoined or precluded from enforcing such fiduciary duties or liabilities under Title I of ERISA as a result of any of the provisions of the Plan, the Confirmation Order, the Bankruptcy Code or any other document filed in the Debtors' bankruptcy cases. The PBGC and the Debtors agree that all Proofs of Claim filed by the PBGC shall be deemed to be withdrawn, with prejudice, as of the Effective Date.

8.8 ***Insurance Policies***.

Notwithstanding anything to the contrary in the Plan, the Plan Documents, the Disclosure Statement or the Confirmation Order:

(a) nothing in the Plan, the Plan Documents, the Disclosure Statement or the Confirmation Order shall terminate or otherwise reduce the coverage under any D&O Insurance Policy with respect to conduct occurring on or prior to the Effective Date, and, after the Effective Date, all

directors, officers, managers, authorized agents and employees of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any applicable D&O Insurance Policy for the full term of such policy, including but not limited to any extension of coverage after the end of such policy period if an extended reporting period has been purchased, in accordance with the terms thereof, subject to (i) any release or assignment of rights by certain Shareholder Released Parties pursuant to the Shareholder Settlements and (ii) with respect to D&O Insurance Policies that are MDT Insurance Policies, the provisions of paragraph (b) of this Section 8.8;

(b) after the Effective Date, in consideration of the Estate Releases and Shareholder Releases in favor of each Released Party and Shareholder Released Party that is an individual insured under any MDT Insurance Policy:

(i) each such Released Party or Shareholder Released Party (A) will fully cooperate with the Master Disbursement Trust in connection with the settlement of claims or rights under such MDT Insurance Policy, including but not limited to as set forth in this Section 8.8(b)(i), and (B) shall be deemed to consent to the release of any claims or rights held by such Released Party or Shareholder Released Party against and under such MDT Insurance Policy in the event that the Master Disbursement Trust has otherwise obtained settlement terms that it deems acceptable in its sole discretion with the same effect as if such Released Party or Shareholder Released Party had executed such settlement agreement, and without further consideration to such Released Party or Shareholder Released Party from the insurance settlement proceeds or otherwise in respect of such settlement;

(ii) no such Released Party or Shareholder Released Party (other than a Sackler Family Member) that was a director, officer, manager, authorized agent or employee of the Debtors who served in such capacity at any time prior to the Petition Date shall be entitled to submit a claim under any MDT Insurance Policy for anything other than reimbursement of attorneys' fees and related expenses incurred in connection with such individual's cooperation with, or in connection with the defense of such individual with respect to, any investigation, prosecution and/or litigation involving conduct relating to the Debtors or the Debtors' business or property or any defense of the Releases or the Channeling Injunction; and

(iii) no such Shareholder Released Party (other than a current or former director, officer, manager, authorized agent or employee that is not a Sackler Family Member, each of whom is subject to the foregoing paragraph (ii) of this Section 8.8(b)) shall be entitled to submit a claim under any MDT Insurance Policy other than in accordance with the Shareholder Settlements;

(c) on and after the Effective Date, all Purdue Insurance Policies (other than the MDT Insurance Policies) shall be deemed to be, and shall be treated as, executory contracts under the Plan, and shall be assumed pursuant to sections 105 and 365 of the Bankruptcy Code by the applicable Debtor, and such Purdue Insurance Policies shall vest, and/or the Purdue Insurance Rights (other than the MDT Insurance Rights) associated therewith shall vest, as applicable, in NewCo, the applicable Transferred

Debtor or the Plan Administration Trust, as applicable, in accordance with the NewCo Transfer Agreement and the PAT Agreement and continue in full force and effect in accordance with their respective terms such that the applicable recipients of the Purdue Insurance Policies (other than the MDT Insurance Policies) and the Purdue Insurance Rights (other than the MDT Insurance Rights) shall become and remain liable in full for and shall satisfy, to the extent required under applicable law, any prospective premiums, deductibles, self-insured retentions and any other amounts or obligations arising in any way out of the receipt of payment from an Insurance Company in respect of the Purdue Insurance Policies (other than the MDT Insurance Policies); and

(d) solely with respect to Purdue Insurance Policies that are not MDT Insurance Policies, the automatic stay of section 362(a) of the Bankruptcy Code and the injunctions set forth in the Plan, if and to the extent applicable, shall be deemed lifted without further order of this Bankruptcy Court, solely to permit (i) claimants with valid workers' compensation claims or direct action claims against Insurance Companies under applicable non-bankruptcy law to proceed with their claims; and (ii) Insurance Companies to administer, handle, defend, settle and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (A) workers' compensation claims, (B) claims where a claimant asserts a direct claim against an Insurance Company under applicable non-bankruptcy law, or an order has been entered by this Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in the Plan to proceed with its claim, and (C) all costs in relation to each of the foregoing.

8.9 *Reservation of Rights*.

(a) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule or other annex to this Plan or in the Plan Supplement, nor anything contained in this Plan, shall constitute an admission by the Debtors that any such contract or lease is or is not an executory contract or unexpired lease or that the Debtors have any liability thereunder.

(b) Except as explicitly provided in this Plan, nothing herein shall waive, excuse, limit, diminish or otherwise alter any of the Estate Causes of Action under any executory or non-executory contract or unexpired lease.

(c) Nothing in this Plan shall increase, augment or add to any of the duties, obligations, responsibilities or liabilities of the Debtors under any executory or non-executory contract or unexpired or expired lease, including the Purdue Insurance Policies.

(d) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under this Plan, the Debtors shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

ARTICLE IX CONDITIONS PRECEDENT TO THE OCCURRENCE OF THE EFFECTIVE DATE.

9.1 *Conditions Precedent to Effective Date*.

The Effective Date shall not occur unless all of the following conditions precedent have been satisfied:

(a) the Confirmation Order shall have been entered by the Bankruptcy Court, and shall not be subject to any stay and shall not have been modified or vacated on appeal;

(b) the Plan Documents shall have been approved of or accepted by all applicable Persons in accordance with the respective consent rights under this Plan, and shall have been filed, executed and delivered, as applicable, and the conditions precedent contained therein shall have been satisfied or waived in accordance with the terms thereof, except with respect to such conditions that by their terms shall be satisfied substantially simultaneously with or after consummation of the Plan;

(c) the DOJ Resolution (including, for the avoidance of doubt, the entry of a judgment of conviction in strict accordance with the Plea Agreement and the payment in full of the DOJ Forfeiture Payment) shall have been consummated or will be consummated substantially simultaneously with consummation of the Plan;

(d) the NewCo Operating Agreement shall have been executed and shall be in compliance with the DOJ Resolution, the NewCo Transferred Assets shall have vested in NewCo (or one or more of its Subsidiaries) in accordance with the NewCo Transfer Agreement and the NewCo Managers shall have been appointed;

(e) the MDT Agreement shall have been executed, the MDT Transferred Assets shall have vested, or will vest simultaneously with the consummation of the Plan, in the Master Disbursement Trust in accordance therewith and the MDT Trustees shall have been appointed;

(f) the Creditor Trust Documents shall have been executed and the Creditor Trustees shall have been appointed;

(g) the Public Entity Settlements other than the Public School District Shareholder Direct Settlement shall have been consummated or will be consummated substantially simultaneously with consummation of the Plan, including (i) the payment in full of the Initial Public Creditor Trust Distributions and (ii) the issuance of the MDT Interests to the Public Creditor Trusts;

(h) the Foundation Bylaws shall have been adopted, the Foundation Trustees shall have been appointed and the NewCo Interest shall have been issued, or will be issued simultaneously with consummation of the Plan, to the Foundation;

(i) the Private Entity Settlements other than the Opt-Out Class Action Settlements shall have been consummated or will be consummated substantially simultaneously with consummation of the Plan, including: (i) with respect to the Creditor Trusts that are not the subject of Opt-Out Class Actions, the payment in full of the Initial Private Creditor Trust Distributions to such Creditor Trusts, (ii) the issuance of the MDT Claims (in the case of Creditor Trusts that are the subject of Opt-Out Class Actions, to the extent that the applicable Opt-Out Class Action Settlement has been consummated) and (iii) the execution of any Plan Documents required to be executed in connection with the foregoing;

(j) with respect to the Creditor Trusts that are the subject of Opt-Out Class Actions, payment in full of the Initial Private Creditor Trust Distributions to such Creditor Trusts, or, to the extent that the applicable Opt-Out Class Action Settlement has not been consummated, the placement of the Shareholder Direct Settlement Portion of the Initial Private Creditor Trust Distributions for such Creditor Trusts into the applicable Class Action Escrow Account;

(k) each Shareholder Settlement Agreement other than the Opt-Out Class Action Settlements shall have been executed and all amounts required to be paid thereunder on the Effective Date shall have been received, and all of the conditions precedent to the effectiveness of each Shareholder Settlement Agreement other than the Opt-Out Class Action Settlements shall have been satisfied or waived in accordance with the terms of such Shareholder Settlement Agreement;

(l) the Ratepayer Mediation Participants Stipulation shall have been approved by a Final Order of the Bankruptcy Court;

(m) the PAT Agreement shall have been executed, the PAT Assets shall have vested, or will vest simultaneously with the consummation of the Plan, in the Plan Administration Trust in accordance therewith and the Plan Administration Trustee shall have been appointed;

(n) each of the PAT Reserves, the Claims Reserves, the Professional Fee Escrow Account, the Special Operating Reserve and the PAT Distribution Accounts shall have been fully funded, or will be funded simultaneously with the consummation of the Plan, and each of the other payments and Distributions of Effective Date Cash described in Section 5.14(a) and (b) of the Plan shall have been made or will be made substantially simultaneously with consummation of the Plan;

(o) the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings and documents that are necessary to implement and effectuate the Plan;

(p) all Professional Fee Claims shall have been paid in full or amounts sufficient to pay such Claims after the Effective Date shall have been placed in the Professional Fee Escrow Account, or shall be otherwise contained in a professional fee retainer, pending approval by the Bankruptcy Court;

(q) the Debtors shall have implemented the Restructuring Transactions, or shall implement the Restructuring Transactions simultaneously with the consummation of the Plan, in a manner consistent in all material respects with this Plan;

(r) the Bankruptcy Court shall have confirmed that the Bankruptcy Code authorizes the transfer and vesting of the MDT Transferred Assets, notwithstanding any terms of the Purdue Insurance Policies or provisions of non-bankruptcy law that any Insurance Company may otherwise argue prohibits such transfer and vesting;

(s) the DOB shall have been appointed in accordance with Section 5.13(c) of the Plan;

(t) all Liens granted as contemplated by the Plan and any documents included in the Plan Supplement shall have been approved by the Bankruptcy Court;

(u) the Debtors shall have Effective Date Cash sufficient to pay the effective date fixed payments as provided in Section 5.14(a) of this Plan in full in cash; and

(v) all other actions, documents and agreements necessary to implement and effectuate the Plan shall have been effected or executed.

9.2 ***Waiver of Conditions Precedent***.

Each of the conditions precedent to the occurrence of the Effective Date (other than the condition precedent set forth in Section 9.1(i) of the Plan) may be waived by the Debtors; *provided* that (a) with respect to any condition precedent, the waiver of which would materially and adversely affect the entitlements of any Class of Claims (or any Creditor Trust to which such Claims shall be channeled) represented by any of the Supporting Claimants, the waiver of such condition precedent shall also require the consent (not to be unreasonably withheld, conditioned or delayed) of the applicable Supporting Claimants representing such materially and adversely affected Class of Claims, it being understood that the waiver of the condition precedent set forth in Section 9.1(i) materially and adversely affects the Class of

Claims and the Creditor Trust entitled to the applicable Initial Private Creditor Trust Distribution and/or MDT Claim, (b) the waiver of the conditions precedent set forth in Section 9.1(a), (b) (solely with respect to any Plan Document over which the Creditors' Committee has a consent right set forth in the Plan), (e), (f), (i), (j), (k), (l), (m), (n), (p) (solely with respect to Professional Fee Claims by Professional Persons retained by the Creditors' Committee), (q), (r), (s), and (u) of the Plan shall also require the consent of the Creditors' Committee (which consent shall not be unreasonably withheld, delayed or conditioned), (c) the waiver of the conditions precedent set forth in Section 9.1(a), (b) (solely with respect to any Plan Document over which the Governmental Consent Parties have a consent right set forth in the Plan), (d), (e), (f), (g), (i), (n),(q), (r), (s), and (u) of the Plan shall also require the consent of the Governmental Consent Parties (which consent shall not be unreasonably withheld, delayed or conditioned) and (d) the waiver of the conditions precedent set forth in Section 9.1(a), (b) (solely with respect to any Plan Document over which the Sackler Parties' Representative has a consent right set forth in the Master Shareholder Settlement Agreement), (e), (g), (i), (j), (k), (m), (n), and (q) of the Plan shall also require the consent of the Sackler Parties' Representative (which consent shall not be unreasonably withheld, delayed or conditioned).

9.3 ***Frustration of Conditions Precedent***.

Notwithstanding anything to the contrary herein, if the failure to satisfy any condition precedent to the Effective Date set forth in Section 9.1 was primarily caused by the action of any party (or such party's failure to act), then (i) such party's consent shall not be required for the Debtors' waiver of such condition and (ii) such party shall not be entitled to prevent or delay the Effective Date by asserting that such condition has not been satisfied.

ARTICLE X EFFECT OF CONFIRMATION.

10.1 ***Binding Effect***.

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of the Confirmation Order, the provisions of this Plan and the Plan Documents shall bind every Holder of a Claim against or Interest in any Debtor and every Holder of a Channeled Claim and inure to the benefit of, and be binding on, any such Holder's respective successors and assigns, regardless of whether any Claim or Interest of such Holder is Impaired under this Plan or whether such Holder has accepted this Plan.

10.2 ***Discharge of Claims against and Interests in the Debtors***.

Upon the Effective Date and in consideration of the Distributions to be made under this Plan, except as otherwise provided in the Plan or in the Confirmation Order, each Holder (as well as any trustee or agent on behalf of such Holder) of a Claim or Interest and any successor, assign and affiliate of such Holder shall be deemed to have forever waived, released and discharged the Debtors (other than the Liquidating Debtors), to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights and liabilities that arose prior to the Effective Date. Except as otherwise provided in this Plan, upon the Effective Date, all such Holders of Claims against or Interests in the Debtors, and their successors, assigns and affiliates, shall be forever precluded and enjoined, pursuant to sections 105, 524 and 1141 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against, or terminated Interest in, any Debtor. Pursuant to section 1141(d)(3) of the Bankruptcy Code, confirmation of the Plan will not discharge the Liquidating Debtors; *provided* that, upon confirmation of the Plan and the occurrence of the Effective Date, Holders of Claims against and Interests in the Debtors may not seek or receive any payment or other Distribution from, or seek recourse against, the Debtors or their Estates or, to the extent set forth in the Plan, any other Protected Party, except as expressly provided in the Plan. The Co-Defendant Defensive Rights shall not be waived, released or discharged and all Co-Defendant Defensive Rights are preserved, as provided in Section 10.18 of the Plan.

10.3 ***Pre-Confirmation Injunctions, Stays, Stipulations and Discovery Orders***.

(a) Unless otherwise provided in this Plan, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under section 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

(b) Notwithstanding the foregoing paragraph (a) of this Section 10.3, on the Effective Date, without further action by or order of the Bankruptcy Court:

(i) any and all obligations of the Shareholder Released Parties arising under the Case Stipulation shall terminate and the Case Stipulation shall be withdrawn, vacated and superseded by the Confirmation Order solely with respect to paragraphs 15, 17, 19, 22 and 25 of the Case Stipulation, and solely as such paragraphs apply to any Shareholder Released Party; *provided* that, for the avoidance of doubt, the terms of such paragraphs shall continue in full force and effect with respect to all other parties (if applicable), and all other provisions of the Case Stipulation shall remain in full force and effect, in each case, unless otherwise provided by the Plan;

(ii) any and all obligations of any Shareholder Released Party arising under paragraph I of the voluntary injunction set forth in Appendix I to the Preliminary Injunction (and any predecessors or successors of the Preliminary Injunction) shall terminate, and the Preliminary Injunction shall be withdrawn, vacated and superseded by the Confirmation Order solely with respect to paragraph I of the voluntary injunction set forth in Appendix I; *provided* that, for the avoidance of doubt, all other provisions of the Preliminary Injunction shall remain in full force and effect, unless otherwise provided by the Plan; and

(iii) any and all obligations of any Person arising under any subpoenas issued pursuant to any of *Order Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016 Authorizing Examination of Third Parties* [D.I. 992] (as amended by the *Amended Order Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016 Authorizing Examination of Third Parties* [D.I. 1008]), the *Order Pursuant to Rules 2004 and 9016 of the Federal Rules of Bankruptcy Procedure Authorizing Examinations of Certain Financial Institutions* [D.I. 1143], the *Order Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016 Authorizing Examinations of and Document Production by Third Parties [D.I. 1340] and the Order Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016 Authorizing Examination of Certain Former Debtor Executives, Separately Represented Debtor Personnel, and Norton Rose Fulbright Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9006* [D.I. 1788] shall terminate.

(c) Any and all information shared or produced by any Shareholder Released Party pursuant to the agreements or orders referenced in the foregoing paragraph (b) of this Section 10.3, including any such information also shared with Persons not party to the Case Stipulation, shall remain subject to the confidentiality terms under which it was shared, including any information that was designated under the Protective Order (or confidentiality agreement that was superseded by the Protective Order), which such information shall remain confidential under the terms of the Protective Order unless such information, materials or documents are included in the Public Document Repository in accordance with the Plan and the Master Shareholder Settlement Agreement. Names or other identifying information of investments or specific third-party counterparties or advisors with whom or with which a Shareholder Released Party has or had a third-party investment, advisory or business relationship that was disclosed in documents or information produced by a Shareholder Released Party and designated Outside Professional Eyes Only Information under the Protective Order shall retain such designation and be protected accordingly.

(d) Except as provided in the PI TDP, nothing in this Plan shall either (i) excuse any Person from compliance with any legislative, judicial or administrative subpoena, any civil investigative demand or any request for information made in the course of a government investigation; or (ii) limit any right of any Person with respect to compliance with any legislative, judicial or administrative subpoena, any civil investigative demand or any request for information made in the course of a government investigation.

10.4 ***Injunction against Interference with Plan***.

Subject to Section 12.4 of the Plan, upon entry of the Confirmation Order, all Holders of Claims against or Interests in the Debtors, Holders of Channeled Claims, Releasing Parties, Released Parties, Shareholder Released Parties and other parties in interests shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan and the Plan Documents. This Section 10.4 shall be included in the Confirmation Order.

10.5 ***Plan Injunction***.

(a) Except as otherwise provided in this Plan or in the Confirmation Order, as of the entry of the Confirmation Order but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against or Interests in the Debtors are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting, directly or indirectly, a Debtor or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this clause (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree or order against a Debtor or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this clause (a) or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this clause (iii) or any property of any such transferee or successor; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of this Plan; and (v) commencing or continuing, in any manner or in any place, any action that does not comply, or is inconsistent, with the provisions of this Plan; *provided*, *however*, that nothing contained herein shall

preclude such Persons who have held, hold or may hold Claims against or Interests in a Debtor or an Estate from exercising their rights, or obtaining benefits, pursuant to, and consistent with, the terms of this Plan and the Plan Documents.

(b) All Persons, including all governmental, tax and regulatory authorities, lenders, trade creditors, dealers, customers, employees, litigation claimants and other creditors holding Claims, Liens, Interests, charges, encumbrances and other interests of any kind or nature whatsoever, including rights or Claims based on any successor or transferee liability, against or in a Debtor, the NewCo Transferred Assets, the MDT Transferred Assets or the PAT Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, known or unknown), arising under or out of, in connection with, or in any way relating to the Debtors, the NewCo Transferred Assets, the MDT Transferred Assets, the PAT Assets, the operation of the NewCo Transferred Assets prior to the Effective Date or the Restructuring Transactions are forever barred, estopped and permanently enjoined from asserting against the Released Parties, their respective successors and assigns, their property, the NewCo Transferred Assets, the MDT Transferred Assets or the PAT Assets, any Released Claim or any other Cause of Action the assertion of which does not comply with or is inconsistent with the provisions of this Plan, including, without limitation, by: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting, directly or indirectly, a Released Party, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this clause (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree or order against a Released Party, or any direct or indirect transferee of any property of, or direct or indirect successor-in-interest to, any of the foregoing Persons mentioned in this clause (ii) or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing any encumbrance of any kind or asserting any Released Claims in any manner, directly or indirectly, against a Released Party or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this clause (iii) or any property of any such transferee or successor; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of this Plan.

10.6 *Releases*.

(a) Releases by Debtors.

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by the Debtors and their Estates from any and all Causes of Action, including any derivative claims asserted or assertible by or on behalf of any Debtor or any of their Estates and including any claims that any Debtor or any of their Estates, or that any other Person or party claiming under or through any Debtor or any of their Estates, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Debtor or any of their Estates or any other Person, 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, based on or relating to, or in any manner arising from,

in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date (including the Debtors' Opioid-Related Activities, manufacture, marketing and sale of Products, interaction with regulators concerning Opioid-Related Activities or Products, and involvement in the subject matter of the Pending Opioid Actions, and the past, present or future use or misuse of any opioid by a Releasing Party), (ii) the Estates or (iii) the Chapter 11 Cases. The Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Creditor Trusts, NewCo, the Foundation and any other newly-formed Persons that shall be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the Releases set forth in this Section 10.6(a).

Notwithstanding anything herein to the contrary, (x) nothing in the Plan shall release any Excluded Claim and (y) nothing in this Section 10.6(a) shall (A) release any contractual Estate Cause of Action or any Estate Cause of Action that is commercial in nature and, in each case, unrelated to either the Chapter 11 Cases or the subject matter of the Pending Opioid Actions; *provided* that, with respect to the Settling Co-Defendants, only Estate Surviving Pre-Effective Date Claims shall be retained and not released, (B) release any Estate Cause of Action against a Holder of a Claim against a Debtor, to the extent such Estate Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, *provided, however,* that the foregoing shall not apply to any Holder of a Co-Defendant Claim solely with respect to such Co-Defendant Claim, (C) be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements, or (D) release any Claim or right to disgorge, recoup or recover compensation under the orders authorizing the Key Employee Plans or the orders with respect to the *Motion of Debtors for Entry of an Order Authorizing (I) Debtors to (A) Pay Pre-Petition Wages, Salaries, Employee Benefits and Other Compensation and (B) Maintain Employee Benefits Programs and Pay Related Administrative Obligations, (II) Employees and Retirees to Proceed with Outstanding Workers' Compensation Claims and (III) Financial Institutions to Honor and Process Related Checks and Transfers* [D.I. 6].

(b) Releases by Releasing Parties.

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties before and during the Chapter 11 Cases to facilitate the reorganization of the Debtors and the implementation of the Restructuring Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released by the Releasing Parties from any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that any Releasing Party, or that any other Person or party claiming under or through any Releasing Party, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Releasing Party or any other Person, 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.

Without limiting the foregoing: (A) the foregoing releases include any Cause of Action of a Releasing Party that has been or may be asserted against any Released Party, by such

Releasing Party (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) (x) 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 (y) 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; and (B) the parties intend that these releases (including the term "Released Claims") be broad and interpreted so as to give the Released Parties the broadest possible release of any liability relating in any way to the Released Claims.

For the avoidance of doubt and notwithstanding anything to the contrary in this Plan or the Confirmation Order, the releases set forth in this Section 10.6(b), and all references to "Releasing Parties" as used herein, shall not apply to (i) Holders of Claims who do not opt-in to the releases through their applicable ballots, (ii) Holders of Claims whose releases will be governed solely and exclusively by a Direct Claims Shareholder Settlement Agreement and (iii) Holders of Non-Federal Domestic Governmental Claims, whose releases shall be governed solely and exclusively by the Governmental Entity Shareholder Direct Settlement Agreement.[17] For the avoidance of doubt and notwithstanding anything to the contrary in this Plan, none of the releases, injunctions, or other terms contained in the Plan or the Confirmation Order shall expand, limit, alter, or otherwise affect any releases, waivers, or disclaimers of liability or other terms contained in any of the Direct Claims Shareholder Settlement Agreements.

To the extent that, on or after the Effective Date, any Releasing Party negotiates and enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasing Party will include (or in the case of a Non-Party Settlement that is part of a Chapter 11 Plan, will take reasonable best efforts to cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind against the Released Parties substantially equivalent to that required from the Shareholder Released Parties in Section 10.7(b)(ii)(A) of the Plan, or a release from such Non-Released Party in favor of the Released Parties (in a form equivalent to this Section 10.6(b)) of any Claim-Over. Each Releasing Party acknowledges and agrees that it shall take reasonable steps to enforce such agreement related to indemnification and contribution, and any other agreement related to indemnification and contribution from a prior opioid settlement, in each case as applicable, for the benefit of the and the Released Parties.

Notwithstanding anything herein to the contrary, (x) nothing in the Plan shall release any Excluded Claim; (y) Co-Defendants (including, for the avoidance of doubt, Settling Co-Defendants) shall not be Released Parties for purposes of this Section 10.6(b); and (z) nothing in this Section 10.6(b) shall (A) release any Non-Opioid Excluded Claims, (B) release any Estate Cause of Action against a Holder of a Claim against a Debtor, to the extent such Estate Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, *provided, however,* that the foregoing shall not apply to any Holder of a Co-Defendant Claim solely with respect to such Co-Defendant Claim, or (C) be construed to impair in any way the Effective Date

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[17] **The Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, remain subject to ongoing negotiations. The releases in the Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, may differ from those provided for in this Section 10.6(b). The rights of all parties to the Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, are fully reserved.**

or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements.

Notwithstanding anything herein to the contrary, but subject to the MDT Insurer Injunction and the Settling MDT Insurer Injunction, the Debtors shall not be released from liability for any Claim (other than any Co-Defendant Claim) that is or may be covered by any Purdue Insurance Policy; *provided* that recovery for any such Claim, including by way of settlement or judgment, shall be limited to the available proceeds of such Purdue Insurance Policy (and any extra-contractual liability of the Insurance Companies with respect to the Purdue Insurance Policies), and no Person or party shall execute, garnish or otherwise attempt to collect any such recovery from any assets other than the available proceeds of the Purdue Insurance Policies. The Debtors shall be released automatically from a Claim described in this paragraph upon the earlier of (x) the abandonment of such Claim and (y) such a release being given as part of a settlement or resolution of such Claim, and shall be released automatically from all Claims described in this paragraph upon the exhaustion of the available proceeds of the Purdue Insurance Policies (notwithstanding the nonoccurrence of either event described in the foregoing clauses (x) and (y)).

(c) Releases by Debtors of Holders of Claims.

As of the Effective Date, all Holders of Channeled Claims (excluding, in all respects, any Excluded Party, Shareholder Release Snapback Party or MDT Insurer) are hereby released by the Debtors and their Estates from any and all Causes of Action for any Claim in connection with, or arising out of, (i) the administration of the Chapter 11 Cases; the negotiation and pursuit of the Restructuring Transactions, the Plan, the Master Disbursement Trust, the Creditor Trusts (including the trust distribution procedures and the other Creditor Trust Documents) and the solicitation of votes with respect to, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the administration of the Plan and the property to be distributed under the Plan; and the wind-up and dissolution of the Liquidating Debtors and the transactions in furtherance of any of the foregoing or (ii) such Holder's participation in the Pending Opioid Actions. The Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Creditor Trusts, NewCo, the Foundation and any other newly-formed Persons that shall be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the Releases set forth in this Section 10.6(c).

As of the Effective Date, all Holders of PI Channeled Claims (excluding, in all respects, any Excluded Party, Shareholder Release Snapback Party or MDT Insurer) are hereby released by the Debtors and their Estates from any and all Causes of Action for any Claim in connection with, or arising out of, (i) the Debtors, as such Entities existed prior to or after the Petition Date (including the Debtors' Opioid-Related Activities, manufacture, marketing and sale of Products, interaction with regulators concerning Opioid-Related Activities or Products, and involvement in the subject matter of the Pending Opioid Actions, and the past, present or future use or misuse of any opioid by a Releasing Party), (ii) the Estates or (iii) the Chapter 11 Cases, including, in each case, without limitation, any act, conduct, omission, event, transaction, occurrence, injury, damage, or continuing condition in any way relating to the foregoing.

Notwithstanding anything herein to the contrary, (x) nothing in the Plan shall release any Excluded Claim and (y) nothing in this Section 10.6(c) shall (A) release any contractual Estate Cause of Action or any Estate Cause of Action that is commercial in nature and, in each case, unrelated to either the Chapter 11 Cases or the subject matter of the Pending Opioid Actions, *provided* that, with respect to the Settling Co-Defendants, only Estate Surviving Pre-Effective Date

Claims shall be retained and not released, (B) release any Estate Cause of Action against a Holder of a Claim against a Debtor, to the extent such Estate Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, *provided, however,* that the foregoing shall not apply to any Holder of a Co-Defendant Claim solely with respect to such Co-Defendant Claim, (C) release any claim or right arising in the ordinary course of the Debtors' or NewCo's business, including, without limitation, any such claim with respect to taxes or (D) be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements.

10.7 *Shareholder Releases*.

(a) Releases by Debtors.

(i) As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Shareholder Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released, subject to clause (z) of the last paragraph of this Section 10.7(a), by the Debtors and their Estates from any and all Causes of Action, including any Estate Causes of Action asserted or assertible by or on behalf of any Debtor or any of their Estates and including any claims that any Debtor or any of their Estates, or that any other Person or party claiming under or through any Debtor or any of their Estates, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Debtor or any of their Estates or any other Person, 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, based on or relating to, or in any manner arising from, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date (including the Debtors' Opioid-Related Activities, manufacture, marketing and sale of Products, interaction with regulators concerning Opioid-Related Activities or Products, and involvement in the subject matter of the Pending Opioid Actions, and the past, present or future use or misuse of any opioid by a Releasing Party), (ii) the Estates or (iii) the Chapter 11 Cases. The Debtors, the Plan Administration Trust, the Master Disbursement Trust, the Creditor Trusts, NewCo, the Foundation and any other newly-formed Persons that shall be continuing the Debtors' businesses after the Effective Date shall be bound, to the same extent the Debtors are bound, by the Shareholder Releases set forth in this Section 10.7(a).

(ii) To the extent that, on or after the Effective Date, any Debtor Party negotiates and enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Debtor Party will include (or in the case of a Non-Party Settlement that is part of a Chapter 11 Plan, will take reasonable best efforts to cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind against the Shareholder Released Parties substantially equivalent to that required from the Shareholder Released Parties in Section 10.7(b)(ii)(A) of the Plan, or a release from such Non-Released Party in favor of the Shareholder Released Parties (in a form equivalent to this Section 10.7(b)) of any Claim-Over. Each Debtor Party acknowledges and agrees that it shall take reasonable steps to enforce such agreement related to indemnification and contribution, and any other agreement related to indemnification and contribution from a prior opioid settlement, in each case as applicable, for the benefit of the Shareholder Released Parties.

(iii) In the event that (x) any Debtor Party, after the Effective Date, either (i) obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Party that does not contain a prohibition like that described in Section 10.7(a)(ii); (ii) files a Non-Party Covered Conduct Claim against a Non-Released Party in bankruptcy and such Debtor Party does not use reasonable best efforts to obtain a prohibition/release like that described in Section 10.7(a)(ii); or (iii) enters into a Non-Party Settlement without a prohibition/release like that described in Section 10.7(a)(ii), and (y) such Non-Released Party asserts a Claim-Over against a Shareholder Released Party, the Shareholder Released Party shall be relieved of the prohibition in Section 10.7(b)(ii)(B) with respect to that Non-Released Party and that Debtor Party and the Sackler Parties' Representative shall take the following actions to ensure that the Shareholder Released Parties do not pay more with respect to Covered Conduct than the amounts owed under the Plan and the Master Shareholder Settlement Agreement by Shareholder Payment Groups:

(I) The Sackler Parties' Representative shall notify that Debtor Party of the Claim-Over within sixty (60) calendar days of when it becomes aware of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date, whichever is later;

(II) The Sackler Parties' Representative and that Debtor Party shall meet and confer concerning the means to hold Shareholder Released Parties harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by the Shareholder Payment Groups under Plan and the Master Shareholder Settlement Agreement;

(III) That Debtor Party and the Sackler Parties' Representative shall take steps sufficient and permissible under the law of the state of the Debtor Party to hold Shareholder Released Parties harmless from the Claim-Over and ensure Shareholder Released Parties are not required to pay more with respect to Covered Conduct than the amounts owed by the Shareholder Payment Groups under Plan and the Master Shareholder Settlement Agreement. Such steps may include, where permissible:

(1) Filing of motions to dismiss or such other appropriate motion by the Sackler Parties' Representative or Shareholder Released Parties and supported by that Releasing Party, in response to any claim filed in litigation or arbitration;

(2) Reduction of that Debtor Party's Claim and any judgment it has obtained or may obtain against such Non-Released Party by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Debtor Party has obtained, may obtain, or has authority to control from such Non-Released Party;

(3) Placement into escrow of funds paid by the Non-Released Parties such that those funds are available to satisfy the Claim-Over;

(4) Payment of monies to Shareholder Released Parties by that Debtor Party to ensure they are held harmless from such Claim-Over, up to the amount that Releasing Party has obtained, may obtain, or has authority to control from such Non-Released Party;

(5) Credits to Shareholder Payment Groups under this Plan and the Master Shareholder Settlement Agreement to reduce the overall amounts to be paid under Plan and the Master Shareholder Settlement Agreement such that they are held harmless from the Claim-Over; and

(6) Such other actions as that Debtor Party and Shareholder Payment Parties, the Sackler Parties' Representative may devise to hold Shareholder Released Parties harmless from the Claim-Over.

(IV) To the extent the preconditions for this Section 10.7(b)(ii)(C) to apply are satisfied, the actions taken pursuant to paragraph (III) must, in combination, ensure that Shareholder Payment Groups are not required to pay more with respect to Covered Conduct than the amounts owed by them to such Debtor Party under the Plan and the Master Shareholder Settlement Agreement.

(iv) Each Debtor and each Estate will not transfer any Cause of Action and no Person shall prosecute any such Cause of Action on any Debtor's or Estate's behalf, in each case unless such transferee or Person has agreed to comply with Sections 10.7(a)(ii) and (iii) of the Plan.

(v) Notwithstanding anything herein to the contrary, (x) nothing in the Plan shall release any Excluded Claim; (y) nothing in this Section 10.7(a) shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements and the Separation Agreements; and (z) upon the filing of a Notice of Shareholder Release Snapback, (1) the Shareholder Releases set forth in this Section 10.7(a) shall be entirely null and void, revoked and invalidated, as of the Effective Date, with respect to all members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties, (2) the *status quo ante* shall be restored in all respects for the Debtors and the Master Disbursement Trust with respect to the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties, and (3) the Master Disbursement Trust shall be deemed to have received and accepted all of the rights with respect to any member of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties, in each case, that the Debtors and their Estates had prior to the Effective Date and that the Master Disbursement Trust would have pursuant to the transfer of the MDT Shareholder Rights to the Master Disbursement Trust if the Shareholder Releases of this Section 10.7(a) had never been granted, which rights the Debtors and their Estates shall be deemed to have irrevocably transferred, granted and assigned to the Master Disbursement Trust; *provided* that, for the avoidance of doubt, notwithstanding the nullification, voiding, revocation and invalidation pursuant to the foregoing clause (1), the Shareholder Releases shall continue in effect for, and shall be fully enforceable by and for the benefit of, all other Shareholder Released Parties other than the Breaching Shareholder Family Group and the Designated Shareholder Released Parties.

(b) Releases by Releasing Parties.

(i) As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Shareholder Released Parties shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released, subject to clause (y) of the last paragraph of this Section 10.7(b) of the Plan, by the Releasing Parties from any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that any Releasing Party, or that any other Person or party claiming under or through any Releasing Party, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Releasing Party or any other Person, 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.

Without limiting the foregoing: (A) the foregoing releases include any Cause of Action of a Releasing Party that has been or may be asserted against any Shareholder Released Party, by such Releasing Party (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) (x) 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 (y) 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; and (B) the parties intend that these releases (including the term "Shareholder Released Claims") be broad and interpreted so as to give the Shareholder Released Parties the broadest possible release of any liability relating in any way to the Shareholder Released Claims.

For the avoidance of doubt and notwithstanding anything to the contrary in this Plan or the Confirmation Order, the releases set forth in this Section 10.7(b), and all references to "Releasing Parties" as used herein, shall not apply to (i) Holders of Claims who do not opt-in to the releases through their applicable ballots, (ii) Holders of Claims whose releases will be governed solely and exclusively by a Direct Claims Shareholder Settlement Agreement and (iii) Holders of Non-Federal Domestic Governmental Claims, whose releases shall be governed solely and exclusively by the Governmental Entity Shareholder Direct Settlement Agreement.[18] For the avoidance of doubt and notwithstanding anything to the contrary in this Plan, none of the releases, injunctions, or other terms contained in the Plan or the Confirmation Order shall expand, limit, alter, or otherwise affect any releases, waivers, or disclaimers of liability or other terms contained in any of the Direct Claims Shareholder Settlement Agreements.

[18] **The Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, remain subject to ongoing negotiations. The releases in the Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, may differ from those provided for in this Section 10.7. The rights of all parties to the Direct Claims Shareholder Settlement Agreements, including the Governmental Entity Shareholder Direct Settlement Agreement, are fully reserved.**

(ii) (A) No Shareholder Released Party shall seek to recover for amounts paid under Master Shareholder Settlement Agreement and the Plan based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, health care practitioner; *provided* that a Shareholder Released Party shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it.

(B) To the extent that, on or after the Effective Date, any Releasing Party negotiates and enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasing Party will include (or in the case of a Non-Party Settlement that is part of a Chapter 11 Plan, will take reasonable best efforts to cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind against the Shareholder Released Parties substantially equivalent to that required from the Shareholder Released Parties in Section 10.7(b)(ii)(A) of the Plan, or a release from such Non-Released Party in favor of the Shareholder Released Parties (in a form equivalent to this Section 10.7(b)) of any Claim-Over. Each Releasing Party acknowledges and agrees that it shall take reasonable steps to enforce such agreement related to indemnification and contribution, and any other agreement related to indemnification and contribution from a prior opioid settlement, in each case as applicable, for the benefit of the Shareholder Released Parties.

(C) In the event that (x) any Releasing Party, after the Effective Date, either (i) obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Party that does not contain a prohibition like that described in Section 10.7(b)(ii)(B); (ii) files a Non-Party Covered Conduct Claim against a Non-Released Party in bankruptcy and such Releasing Party does not use reasonable best efforts to obtain a prohibition/release like that described in Section 10.7(b)(ii)(B); or (iii) enters into a Non-Party Settlement without a prohibition/release like that described in Section 10.7(b)(ii)(B), and (y) such Non-Released Party asserts a Claim-Over against a Shareholder Released Party, the Shareholder Released Party shall be relieved of the prohibition in Section 10.7(b)(ii)(B) with respect to that Non-Released Party and that Releasing Party and the Sackler Parties' Representative shall take the following actions to ensure that the Shareholder Released Parties do not pay more with respect to Covered Conduct than the amounts owed under the Plan and the Master Shareholder Settlement Agreement by Shareholder Payment Groups:

(V) The Sackler Parties' Representative shall notify that Releasing Party of the Claim-Over within sixty (60) calendar days of when it becomes aware of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date, whichever is later;

(VI) The Sackler Parties' Representative and that Releasing Party shall meet and confer concerning the means to hold Shareholder Released Parties harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by the Shareholder Payment Groups under Plan and the Master Shareholder Settlement Agreement;

(VII) That Releasing Party and the Sackler Parties' Representative shall take steps sufficient and permissible under the law of the state of the Releasing Party to hold Shareholder Released Parties harmless from the Claim-Over and ensure Shareholder Released Parties are not required to pay more with respect to Covered Conduct than the amounts owed by the Shareholder Payment Groups under Plan and the Master Shareholder Settlement Agreement. Such steps may include, where permissible:

Filing of motions to dismiss or such other appropriate motion by the Sackler Parties' Representative or Shareholder Released Parties and supported by that Releasing Party, in response to any claim filed in litigation or arbitration;

(1) Reduction of that Releasing Party's Claim and any judgment it has obtained or may obtain against such Non-Released Party by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasing Party has obtained, may obtain, or has authority to control from such Non-Released Party;

(2) Placement into escrow of funds paid by the Non-Released Parties such that those funds are available to satisfy the Claim-Over;

(3) Payment of monies to Shareholder Released Parties by that Releasing Party to ensure they are held harmless from such Claim-Over, up to the amount that Releasing Party has obtained, may obtain, or has authority to control from such Non-Released Party;

(4) Credits to Shareholder Payment Groups under this Plan and the Master Shareholder Settlement Agreement to reduce the overall amounts to be paid under Plan and the Master Shareholder Settlement Agreement such that they are held harmless from the Claim-Over; and

(5) Such other actions as that Releasing Party and Shareholder Payment Parties, the Sackler Parties' Representative may devise to hold Shareholder Released Parties harmless from the Claim-Over.

(VIII) To the extent the preconditions for this Section 10.7(b)(ii)(C) to apply are satisfied, the actions taken pursuant to paragraph (III) must, in combination, ensure that Shareholder Payment Groups are not required to pay more with respect to Covered Conduct than the amounts owed by them to such Releasing Party under the Plan and the Master Shareholder Settlement Agreement.

(D) To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section 10.7(b)(ii)(C) shall extend solely to a Non-Party Covered Conduct Claim against a clinic, hospital or other purchaser, distributor or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. The Sackler Parties' Representative shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non- Released Party asserts a Claim-Over arising out of contractual indemnity against it.

(iii) Notwithstanding anything herein to the contrary, (x) nothing in this Section 10.7(b) shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements and (y) upon the filing of a Notice of Shareholder Release Snapback, (A) the Shareholder Releases set forth in this Section 10.7(b) shall be entirely null and void, revoked and invalidated, as of the Effective Date, with respect to all members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties and (B) the status quo ante shall be restored in all respects for the Releasing Parties with respect to the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties; provided that, for the avoidance of doubt, notwithstanding the nullification, voiding, revocation and invalidation pursuant to the foregoing clause (A), the Shareholder Releases shall continue in effect for, and shall be fully enforceable by and for the benefit of, all other Shareholder Released Parties other than the Breaching Shareholder Family Group and the Designated Shareholder Released Parties.

(c) Releases by Shareholder Released Parties.

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, the Reciprocal Releasees shall be conclusively, absolutely, unconditionally, irrevocably, fully, finally, forever and permanently released, subject to clause (z) of the last paragraph of this Section 10.7(c), by the Shareholder Released Parties from any and all Causes of Action, including any derivative claims asserted or assertible by or on behalf of the Debtors or their Estates and including any claims that any Shareholder Released Party, or that any other Person or party claiming under or through any Shareholder Released Party, would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively) or on behalf of any Shareholder Released Party or any other Person, 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, based on or relating to, or in any manner arising from, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date (including the Debtors' Opioid-Related Activities, manufacture, marketing and sale of Products, interaction with regulators concerning Opioid-Related Activities or Products, and involvement in the subject matter of the Pending Opioid Actions, and the past, present or future use or misuse of any opioid by a Releasing Party), (ii) the Estates or (iii) the Chapter 11 Cases.

Notwithstanding anything herein to the contrary, (x) nothing in the Plan shall release any Excluded Claim; (y) nothing in this Section 10.7(c) shall be construed to impair in any way the Effective Date or post-Effective Date rights and obligations of any Person under the Plan, the Plan Documents, the Confirmation Order or the Restructuring Transactions, including the Shareholder Settlement Agreements, and the Separation Agreement, and including the rights of any Shareholder Released Party that is a current or former director, officer or employee of the Debtors but is not a Sackler Family Member relating to plan treatment of any Claims held by such party; and (z) upon the filing of a Notice of Shareholder Release Snapback and the commencement or continuation of any action or proceeding against a member of a Breaching Shareholder Family Group or a Designated Shareholder Released Party by any Reciprocal Releasee, (A) the releases set forth in this Section 10.7(c) of any Reciprocal Releasee that has commenced or continued any such action shall be entirely null and void, revoked and invalidated, as of the Effective Date, with respect to the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties and (B) the *status quo ante* shall be restored in all respects for the members of the Breaching Shareholder Family Group and the Designated Shareholder Released Parties with respect to any Reciprocal Releasee that has commenced or continued any such litigation; *provided* that, for

the avoidance of doubt, notwithstanding the nullification, voiding, revocation and invalidation pursuant to the foregoing clause (A), the releases set forth in this Section 10.7(c) shall continue in effect for, and shall be fully enforceable by and for the benefit of, all other Reciprocal Releasees, and shall be binding on, and enforceable against, all other Shareholder Released Parties, including any members of the Breaching Shareholder Family Group with respect to any Reciprocal Releasee that has not commenced any such litigation.

10.8 *Channeling Injunction*.

In order to supplement the injunctive effect of the Plan Injunction, the Estate Releases and the Shareholder Releases set forth in Sections 10.5, 10.6 and 10.7 of the Plan, the Confirmation Order shall provide for the following permanent injunction to take effect as of the Effective Date:

(a) Terms. In order to preserve and promote the settlements contemplated by and provided for in the Plan and to supplement, where necessary, the injunctive effect of the Plan Injunction, the Estate Releases and the Shareholder Releases described in Sections 10.5, 10.6 and 10.7 of the Plan, and pursuant to the exercise of the equitable jurisdiction and power of the Bankruptcy Court under section 105(a) of the Bankruptcy Code, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Channeled Claim shall be permanently and forever stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payments, satisfaction, recovery or judgment of any form from or against any Protected Party with respect to any Channeled Claim, including:

(i) commencing, conducting or continuing, in any manner, whether directly or indirectly, any suit, action or other proceeding, in each case, of any kind, character or nature, in any forum in any jurisdiction with respect to any Channeled Claims, against or affecting any Protected Party, or any property or interests in property of any Protected Party with respect to any Channeled Claims;

(ii) enforcing, levying, attaching, collecting or otherwise recovering, by any means or in any manner, either directly or indirectly, any judgment, award, decree or other order against any Protected Party or against the property of any Protected Party with respect to any Channeled Claims;

(iii) creating, perfecting or enforcing, by any means or in any manner, whether directly or indirectly, any Lien of any kind against any Protected Party or the property of any Protected Party with respect to any Channeled Claims;

(iv) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind, whether directly or indirectly, in respect of any obligation due to any Protected Party or against the property of any Protected Party with respect to any Channeled Claims; and

(v) taking any act, by any means or in any manner, in any place whatsoever, that does not conform to, or comply with, the

provisions of the Plan Documents, with respect to any Channeled Claims.

(b) Reservations. Notwithstanding anything to the contrary in this Section 10.8 or the Confirmation Order, this Channeling Injunction shall not stay, restrain, bar or enjoin:

(i) the rights of Holders of Channeled Claims to the treatment afforded them under the Plan and the Plan Documents, including the rights of Holders of Channeled Claims to assert such Channeled Claims solely in accordance with Section 6.21 of the Plan, the Master TDP and the Creditor Trust TDPs, in each case whether or not there are funds to make Distributions in respect of such Channeled Claims and whether or not such rights entitle such Holders to any Distributions;

(ii) the rights of Persons to assert any claim, debt, litigation or liability for payment of Creditor Trust Operating Expenses solely against the applicable Creditor Trust;

(iii) the rights of Persons to assert any claim, debt or litigation against any Excluded Party;

(iv) the rights of the Master Disbursement Trust to pursue and enforce the MDT Shareholder Rights, the MDT Insurance Rights and the MDT Causes of Action;

(v) the rights of the parties to the LRP Agreement to enforce the terms thereof in accordance with the Plan;

(vi) the Creditor Trusts from enforcing their respective rights against the Master Disbursement Trust under the Plan and the MDT Documents; or

(vii) the Master Disbursement Trust and the Plan Administration Trust from enforcing its rights against NewCo under the Plan.

(c) **Notice of Shareholder Release Snapback**. Upon the filing of a Notice of Shareholder Release Snapback, the Channeling Injunction shall terminate, be rescinded and have no application, without further order of the Bankruptcy Court, to any suit, action or other proceeding, in each case, of any kind, character or nature, brought against any member of the Breaching Shareholder Family Group and any Designated Shareholder Released Party; *provided, however*, that the extension of time provided by Section 10.9(a) of the Plan shall continue in effect in accordance with its terms; *provided further* that, for the avoidance of doubt, notwithstanding the termination and rescission pursuant to this Section 10.8(c), the Channeling Injunction shall continue in effect for, and shall be fully enforceable by and for the benefit of, all other Protected Parties, including all other Shareholder Released Parties, other than the Breaching Shareholder Family Group and the Designated Shareholder Released Parties; and *provided further* that, in the event of the filing of a Notice of Shareholder Release Snapback, any determination made in the claims resolution process in accordance with Section 7.6 of this Plan will not be binding against any party.

(d) **Modifications**. Except as expressly set forth in paragraph (c) of this Section 10.8, there can be no modification, dissolution or termination of the Channeling Injunction, which shall be a permanent injunction.

(e) **Non-Limitation of Channeling Injunction**. Except as expressly set forth in paragraphs (b) and (c) of this Section 10.8, nothing in the Plan, the MDT Documents or the Creditor Trust Documents shall be construed in any way to limit the scope, enforceability or effectiveness of the Channeling Injunction issued in connection with the Plan.

(f) **Bankruptcy Rule 3016 Compliance**. The Debtors' compliance with the requirements of Bankruptcy Rule 3016 shall not constitute an admission that the Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.

10.9 ***Tolling of Shareholder Released Claims; Violations of Shareholder Releases and Channeling Injunction***.

(a) **Tolling of Shareholder Released Claims**. If applicable law, an order in any proceeding or an agreement fixes a period for commencing or continuing an action or proceeding based on a Shareholder Released Claim and such Shareholder Released Claim is released pursuant to the Shareholder Releases or such action or proceeding is enjoined by the Channeling Injunction, then such period does not expire with respect to such Shareholder Released Claim with respect to the Master Disbursement Trust (or the MDT Trustees) or the Releasing Parties until the latest of (i) the end of such period; (ii) with respect to the applicable Shareholder Family Group and any Designated Shareholder Released Party, two hundred twenty-five (225) days after the filing of a Notice of Shareholder Release Snapback with respect to such Shareholder Family Group; (iii) with respect to the applicable Shareholder Family Group and any Designated Shareholder Released Party, when such Shareholder Family Group fulfills its payment obligations under the Shareholder Settlement Agreements; and (iv) with respect to the applicable Shareholder Released Party that is a Subsidiary (as defined in the Master Shareholder Settlement Agreement) of a Shareholder Payment Party, two hundred twenty-five (225) days after the reinstatement of any Estate Cause of Action against such Shareholder Released Party pursuant to Section 10.19 of the Plan.

(b) **Violations of Shareholder Releases and Channeling Injunction**. In the event that any Person takes any action that a Shareholder Released Party believes violates the Shareholder Releases or Channeling Injunction as it applies to any Shareholder Released Party, such Shareholder Released Party shall be entitled to make an emergency application to the Bankruptcy Court for relief, and may proceed by contested matter rather than by adversary proceeding. The Bankruptcy Court shall have jurisdiction and authority to enter final orders in connection with any dispute over whether an action violates the Shareholder Releases or Channeling Injunction. Upon determining that a violation of the Shareholder Releases or Channeling Injunction has occurred, the Bankruptcy Court, in its discretion, may award any appropriate relief against such violating Person, including, but not limited to, (i) disgorgement from the violating Person of any funds, assets or other value received, directly or indirectly, pursuant to the Plan or Plan Documents (including fees and expenses paid pursuant to the Plan or Plan Documents on account of legal or other advisory services rendered to or for the benefit of the violating Person); (ii) the termination of any rights of the violating Person to receive any funds, assets or other value pursuant to the Plan or Plan Documents; (iii) the reduction of any payments owed by any Shareholder Released Parties under the Shareholder Settlement Agreements to the violating Person in an amount equal to the amount of disgorgement ordered from, or the reduction of future payments ordered to be made to, or on account of, the violating Person (subject to the right of the violating Person to request that any amounts actually disgorged from such violating Person offset any reduction of future payments ordered to be made to, or on account of, such violating Person); (iv) an admonition, reprimand or censure of, or citation of contempt by, the violating Person and its counsel; (v) a fine or penalty paid into the Bankruptcy Court; (vi) a bond or

other security in an amount equal to any financial obligation ordered by the Bankruptcy Court in respect of the violation; (vii) an appropriate sanction on any attorney or law firm responsible for the violation; (viii) injunctive relief to prevent future violations by the Person or its counsel; and (ix) attorney and other professional fees incurred by any Shareholder Released Party arising from the violation. The provision of any one form of relief shall not preclude the provision of any other form of relief.

10.10 ***MDT Insurer Injunction***.

(a) **Terms**. In accordance with section 105(a) of the Bankruptcy Code, upon the occurrence of the Effective Date, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Claim based on, arising under or attributable to an MDT Insurance Policy shall be, and hereby are, permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payment or recovery on account of any such Claim based on, arising under or attributable to an MDT Insurance Policy from or against any MDT Insurer, including:

(i) commencing, conducting or continuing, in any manner, any action or other proceeding of any kind (including an arbitration or other form of alternate dispute resolution) against any MDT Insurer, or against the property of any MDT Insurer, on account of any Claim based on, arising under or attributable to an MDT Insurance Policy;

(ii) enforcing, attaching, levying, collecting or otherwise recovering, by any manner or means, any judgment, award, decree or other order against any MDT Insurer, or against the property of any MDT Insurer, on account of any Claim based on, arising under or attributable to an MDT Insurance Policy;

(iii) creating, perfecting or enforcing in any manner any Lien of any kind against any MDT Insurer, or against the property of any MDT Insurer, on account of any Claim based on, arising under or attributable to an MDT Insurance Policy;

(iv) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind, whether directly or indirectly, against any obligation due to any MDT Insurer, or against the property of any MDT Insurer, on account of any Claim based on, arising under or attributable to an MDT Insurance Policy; and

(v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan applicable to any Claim based on, arising under or attributable to an MDT Insurance Policy.

(b) **Reservations**. The provisions of this MDT Insurer Injunction shall not preclude the Master Disbursement Trust from pursuing any Claim based on, arising under or attributable to an MDT Insurance Policy, or any other claim that may exist under any MDT Insurance Policy against any MDT Insurer, or enjoin the rights of the Master Disbursement Trust to prosecute any action based on or arising from the MDT Insurance Policies or the rights of the Master Disbursement Trust to assert any claim, debt, obligation, cause of action or liability for payment against an MDT Insurer based on or arising from

the MDT Insurance Policies. The provisions of this MDT Insurer Injunction are not issued for the benefit of any MDT Insurer, and no such insurer is a third-party beneficiary of this MDT Insurer Injunction. This MDT Insurer Injunction shall not enjoin, impair or affect (i) any claims between or among MDT Insurers that are not Settling MDT Insurers; (ii) the rights of current and former directors, officers, employees and authorized agents of the Debtors that are not Sackler Family Members that are preserved under the Plan; or (iii) the terms of the Master Shareholder Settlement Agreement with respect to the MDT Shareholder Insurance Rights. For the avoidance of doubt, with respect to a Person that purports to be insured under any MDT Insurance Policy, the MDT Insurer Injunction shall enjoin only derivative claims and rights. Nothing in this Plan shall determine whether any Claim or right under any MDT Insurance Policy is either derivative or direct, or otherwise would be disallowed or subordinated under the Bankruptcy Code, which determination shall be made, as necessary, to the extent such Claim or right is not otherwise released under this Plan, in accordance with applicable law.

(c) **Modifications**. To the extent the MDT Trustees make a good faith determination that some or all of the MDT Insurance Proceeds are substantially unrecoverable by the Master Disbursement Trust, the Master Disbursement Trust shall have the sole and exclusive authority at any time, upon written notice to any affected MDT Insurer, to terminate, reduce or limit the scope of this MDT Insurer Injunction with respect to any MDT Insurer; *provided* that any termination, reduction, or limitation of the MDT Insurer Injunction (A) shall apply in the same manner to all beneficiaries of the Creditor Trusts that are MDT Beneficiaries and (B) shall comply with any procedures set forth in the MDT Agreement.

(d) **Non-Limitation of MDT Insurer Injunction**. Except as set forth in paragraphs (b) and (c) of this Section 10.10, nothing in the Plan, the MDT Documents or the Creditor Trust Documents shall be construed in any way to limit the scope, enforceability or effectiveness of the MDT Insurer Injunction issued in connection with the Plan.

10.11 ***Settling MDT Insurer Injunction***.

(a) Terms. In accordance with section 105(a) of the Bankruptcy Code, upon the occurrence of the Effective Date, all Persons that have held or asserted, that hold or assert or that may in the future hold or assert any Claim based on, arising under or attributable to an MDT Insurance Policy shall be, and hereby are, permanently stayed, restrained and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering or receiving payment or recovery on account of any such Claim based on, arising under or attributable to an MDT Insurance Policy from or against any Settling MDT Insurer, solely to the extent that such Settling MDT Insurer has been released from such Claim under such MDT Insurance Policy pursuant to an MDT Insurance Settlement, including:

(i) commencing, conducting or continuing in any manner any action or other proceeding of any kind (including an arbitration or other form of alternate dispute resolution) against any such Settling MDT Insurer, or against the property of such Settling MDT Insurer, on account of such Claim based on, arising under or attributable to such MDT Insurance Policy;

(ii) enforcing, attaching, levying, collecting or otherwise recovering, by any manner or means, any judgment, award, decree or other order against any such Settling MDT Insurer, or against the property of such Settling MDT Insurer, on account of such Claim based on, arising under or attributable to such MDT Insurance Policy;

(iii) creating, perfecting or enforcing in any manner any Lien of any kind against any such Settling MDT Insurer, or against the property of such Settling MDT Insurer, on account of such Claim based on, arising under or attributable to such MDT Insurance Policy;

(iv) asserting or accomplishing any setoff, right of subrogation, indemnity, contribution or recoupment of any kind, whether directly or indirectly, against any obligation due to any such Settling MDT Insurer, or against the property of such Settling MDT Insurer, on account of such Claim based on, arising under or attributable to such MDT Insurance Policy; and

(v) taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan applicable to such Claim based on, arising under or attributable to such MDT Insurance Policy.

(b) **Reduction of Insurance Judgments.** Any right, Claim or cause of action that an Insurance Company may have been entitled to assert against any Settling MDT Insurer but for the Settling MDT Insurer Injunction, if any such right, Claim or cause of action exists under applicable non-bankruptcy law, shall become a right, Claim or cause of action solely as a setoff claim against the Master Disbursement Trust and not against or in the name of the Settling MDT Insurer in question. Any such right, Claim or cause of action to which an Insurance Company may be entitled shall be solely in the form of a setoff against any recovery of the Master Disbursement Trust from that Insurance Company, and under no circumstances shall that Insurance Company receive an affirmative recovery of funds from the Master Disbursement Trust or any Settling MDT Insurer for such right, Claim or cause of action. In determining the amount of any setoff, the Master Disbursement Trust may assert any legal or equitable rights the Settling MDT Insurer would have had with respect to any right, Claim or cause of action.

(c) **Modifications**. There can be no modification, dissolution or termination of the Settling MDT Insurer Injunction, which shall be a permanent injunction.

(d) **Non-Limitation of Settling MDT Insurer Injunction**. Except as set forth in paragraphs (b) and (c) of this Section 10.11, nothing in the Plan, the MDT Documents or the Creditor Trust Documents shall be construed in any way to limit the scope, enforceability or effectiveness of the Settling MDT Insurer Injunction issued in connection with the Plan.

10.12 ***Exculpation***.

To the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from: any Cause of Action for any Claim in connection with, or arising out of, the administration of the Chapter 11 Cases; the negotiation and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom), the Restructuring Transactions, the Plan, the Master Disbursement Trust (including the Master TDP and the MDT Agreement), the Creditor Trusts (including the Creditor Trust TDPs and the other Creditor Trust Documents) and the solicitation of votes for, and confirmation of, the Plan; the funding of the Plan; the occurrence of the Effective Date; the administration of the Plan and the property to be distributed under the Plan; and the wind-up and dissolution of the Liquidating Debtors and the transactions in furtherance of any of the foregoing, in each case other than Causes of Action arising out of, or related to, any act or omission of an Exculpated Party that is a criminal act or constitutes fraud, gross negligence or willful misconduct. This exculpation shall be in addition to,

and not in limitation of, all other Releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties from liability. For the avoidance of doubt, this Section 10.12 shall not exculpate or release any Exculpated Party with respect to any act or omission of such Exculpated Party prior to the Effective Date that is later found to be a criminal act or to constitute fraud, gross negligence or willful misconduct, including findings after the Effective Date. Notwithstanding anything herein to the contrary, nothing in the Plan shall release any Causes of Action that may be asserted against any Excluded Party.

10.13 ***Injunction Related to Releases and Exculpation***.

To the maximum extent permitted under applicable law, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any Causes of Action released pursuant to this Plan, including, without limitation, the Causes of Action released or exculpated in this Plan and with respect to any Claims, Interests, Liens, other encumbrances or liabilities that are subject to Sections 5.3(b), 5.4(c) or 5.6(b) of the Plan (but, for the avoidance of doubt, excluding any Excluded Claims).

10.14 ***Subordinated Claims***.

The allowance, classification and treatment of all Claims and Interests and the respective Distributions and treatments in respect thereof under this Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with contractual, legal and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 509(c), 510(a), 510(b) or 510(c) of the Bankruptcy Code or otherwise. Pursuant to sections 509(c) and 510 of the Bankruptcy Code or otherwise, the Debtors reserve the right to reclassify any Allowed Claim or Allowed Interest in accordance with any contractual, legal or equitable subordination relating thereto.

10.15 ***Preservation of Causes of Action and Reservation of Rights***.

As of the Effective Date, (a) the Master Disbursement Trust shall have the right to prosecute any and all MDT Causes of Action, (b) the Plan Administration Trust shall have the right to prosecute any and all Retained Causes of Action relating to and necessary for the administration of Claims against the Debtors (other than Channeled Claims) or the other responsibilities of the Plan Administration Trustee in accordance with the PAT Agreement, (c) each Creditor Trust shall have the right to prosecute any and all Retained Causes of Action relating to and necessary for the administration of the applicable Channeled Claims in accordance with the applicable Creditor Trust TDP and (d) NewCo shall have the right to prosecute any and all Retained Causes of Action constituting NewCo Transferred Assets. Pursuant to section 1123(b) of the Bankruptcy Code, except as expressly provided in Sections 10.5 through 10.13 of the Plan, nothing contained in this Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any Causes of Action that the Debtors had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law, including but not limited to any actions specifically enumerated in the Schedule of Retained Causes of Action. Subject to Sections 10.5 through 10.13 of the Plan, all such Causes of Action shall be transferred to the Master Disbursement Trust, the Plan Administration Trust, the applicable Creditor Trust or NewCo, as applicable, which shall have, retain, reserve and be entitled to assert all such Causes of Action in accordance with the Plan as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights with respect to any Claim or Interest may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

10.16 ***Ipso Facto and Similar Provisions Ineffective***.

Any term of any policy, contract or other obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent such policy, contract, or other obligation is conditioned on, creates an obligation of any Debtor as a result of, or gives rise to a right of any Person based on any of the following: (a) the insolvency or financial condition of a Debtor; (b) the commencement of the Chapter 11 Cases; (c) the confirmation or consummation of this Plan, including any change of control that shall occur as a result of such consummation; or (d) the Restructuring Transactions.

10.17 ***No Successor Liability***.

Except as otherwise expressly provided in this Plan and the Confirmation Order, each of NewCo, the Foundation, the Master Disbursement Trust, the Plan Administration Trust and the Creditor Trusts (a) is not, and shall not be deemed to assume, agree to perform, pay or otherwise have any responsibilities for any liabilities or obligations of the Debtors or any other Person relating to or arising out of the operations or the Assets of the Debtors on or prior to the Effective Date, (b) is not, and shall not be, a successor to the Debtors by reason of any theory of law or equity or responsible for the knowledge or conduct of any Debtor prior to the Effective Date and (c) shall not have any successor or transferee liability of any kind or character.

10.18 ***Co-Defendant Defensive Rights***.

Except as provided in the MDT Insurer Injunction, the Settling MDT Insurer Injunction or clause (ii) of the penultimate sentence of this Section 10.18, notwithstanding anything to the contrary in this Article X or in the Plan as it currently exists or as it might be further amended, the Confirmation Order or any order entered in connection with the Plan (or the Plan as amended) (or any such order, as amended, modified or supplemented), or any supplement to the Plan (or the Plan as amended), nothing contained in the Plan or any of the foregoing documents or orders (including, without limitation, the classification, treatment, allowance, disallowance, release, bar, injunction, Channeling Injunction or any other provision of the Plan or the Plan as amended with respect to, impacting, affecting, modifying, limiting, subordinating, impairing, in any respect, a Co-Defendant Claim), will release, bar, enjoin, impair, alter, modify, amend, limit, prohibit, restrict, reduce, improve or enhance any Co-Defendant Defensive Rights of any Holder of a Co-Defendant Claim or Excluded Party as such rights exist or might in the future exist under applicable non-bankruptcy law. Nothing in the Plan, any of the Plan Documents or in the Confirmation Order shall preclude, operate to or have the effect of, impairing any Holder of a Co-Defendant Claim or Excluded Party from asserting in any proceeding any and all Co-Defendant Defensive Rights that it has or may have under applicable law. Nothing in the Plan, any of the Plan Documents or the Confirmation Order shall be deemed to waive any Co-Defendant Defensive Rights, and nothing in the Chapter 11 Cases, the Plan, any of the Plan Documents or the Confirmation Order may be used as evidence of any determination regarding any Co-Defendant Defensive Rights, and under no circumstances shall any Person be permitted to assert issue preclusion or claim preclusion, waiver, estoppel or consent in response to the assertion of any Co-Defendant Defensive Rights. This Section 10.18 shall be included in the Confirmation Order. Co-Defendant Defensive Rights (i) may be used to offset, set-off, recoup, allocate or apportion fault, liability, or damages, or seek judgment reduction or otherwise defend against any Cause of Action brought by any Person against the Holder of any Co-Defendant Claim or the Excluded Party based in whole or in part on Opioid-Related Activities and (ii) shall in no case be used to seek or obtain any affirmative monetary recovery from any Protected Party or any Asset of any Protected Party (including from any Purdue Insurance Policy or any other insurance policy of a Protected Party) on account of any Released Claim or Shareholder Released Claim. The foregoing does not constitute a release of any Co-Defendant's Class 14 Claim or any other Excluded Party's Class 11(c) Claim.

10.19 ***Reinstatement of Certain Shareholder Released Claims***.

As set forth in the Shareholder Settlement Agreements, if any Shareholder Released Party that is a Subsidiary (as defined in the Master Shareholder Settlement Agreement) of a Shareholder Payment Party voluntarily or involuntarily becomes subject to an insolvency, bankruptcy, reorganization, winding-up, administration, dissolution, composition or similar proceeding, upon election by notice from the Sackler Parties' Representative, with the consent of the Master Disbursement Trust, any Estate Causes of Action against such Shareholder Released Party that were previously held by the Debtors and that were released pursuant to Section 10.7(a) of the Plan shall be reinstated in full (and the Shareholder Release provided under Section 10.7(a) of the Plan shall be deemed null and void with respect thereto, and the Channeling Injunction shall terminate, be rescinded and have no application with respect thereto) and the Master Disbursement Trust, in its sole discretion and upon receipt of an advance for fees and expenses provided by the Shareholder Released Parties in an amount determined by the Master Disbursement Trust in its sole discretion (which advance shall be repaid to the extent not used), shall utilize commercially reasonable efforts to maximize the value of any such Estate Causes of Action in such insolvency or liquidation proceeding, and any recovery shall be treated in accordance with the terms as set forth in the Shareholder Settlement Agreements.

10.20 ***Special Provisions for United States***.

(a) As to the United States, notwithstanding anything contained in the Plan or Confirmation Order to the contrary (except Section 5.2(i) of the Plan and in respect of the United States-PI Claimant Medical Expense Claim Settlement), including but not limited to this Article X, nothing in the Plan or Confirmation Order (except Section 5.2(i) of the Plan and in respect of the United States-PI Claimant Medical Expense Claim Settlement) shall:

(i) limit or expand the scope of discharge, release or injunction permitted to debtors under the Bankruptcy Code. The discharge, release, and injunction provisions contained in the Plan and Confirmation Order are not intended and shall not be construed to bar the United States from, subsequent to the Confirmation Order, pursuing any police or regulatory action, or any criminal action;

(ii) discharge, release, exculpate, impair or otherwise preclude: (A) any liability to the United States that is not a "claim" within the meaning of section 101(5) of the Bankruptcy Code; (B) any Claim of the United States arising on or after the Effective Date; (C) any liability of the Debtors under police or regulatory statutes or regulations to the United States as the owner, lessor, lessee or operator of property that such Entity owns, operates or leases after the Effective Date; or (D) any liability to the United States, including but not limited to any liabilities arising under the IRC, the environmental laws, the criminal laws, the civil laws or common law, of any Person, including any Released Parties, Shareholder Released Parties or any Exculpated Parties, in each case, other than the Debtors; *provided*, *however*, that the foregoing shall not (x) limit the scope of discharge granted to the Debtors under sections 524 and 1141 of the Bankruptcy Code, (y) diminish the scope of any exculpation to which any Person is entitled under section 1125(e) of the Bankruptcy Code or (z) change the treatment of the DOJ Forfeiture Judgment Claim

pursuant to Section 2.3 of the Plan or the treatment of the Federal Government Unsecured Claims pursuant to Section 4.3 of the Plan;

(iii) enjoin or otherwise bar the United States from asserting or enforcing, outside the Bankruptcy Court, any liability described in the preceding clause (ii); *provided*, *however*, that the non-bankruptcy rights and defenses of all Persons with respect to (A) – (D) in clause (ii) are likewise fully preserved;

(iv) affect any valid right of setoff or recoupment of the United States against any of the Debtors; *provided*, *however*, that the rights and defenses of the Debtors with respect thereto are fully preserved (other than any rights or defenses based on language in the Plan or the Confirmation Order that may extinguish setoff or recoupment rights);

(v) divest any court, commission or tribunal of jurisdiction to determine whether any liabilities asserted by the United States are discharged or otherwise barred by this Confirmation Order, the Plan or the Bankruptcy Code; *provided*, *however*, that the Bankruptcy Court shall retain jurisdiction as set forth in and pursuant to the terms of the Plan to the extent permitted by law; or

(vi) be deemed to (A) determine the tax liability of any Person, including but not limited to the Debtors, (B) have determined the federal tax treatment of any item, distribution or Entity, including the federal tax consequences of the Plan or Confirmation Order, or (C) expressly expand or diminish the jurisdiction of the Bankruptcy Court to make determinations as to federal tax liability and federal tax treatment under the Bankruptcy Code and 28 U.S.C. §§ 157, 1334.

For the avoidance of doubt, the Channeling Injunction set forth in Section 10.8 of the Plan does not apply to the rights and causes of action protected by this Section 10.20.

(b) Notwithstanding anything to the contrary herein, nothing in the Plan, the Confirmation Order, the Shareholder Settlement Agreements or any other document filed in connection with the Plan shall release claims held by the United States of America against the Shareholder Released Parties; *provided* that, for the avoidance of doubt, nothing in the Plan, Confirmation Order, the Shareholder Settlement Agreements or any other document filed in connection with the Plan shall limit the releases contained in the Settlement Agreement between the United States of America and Purdue Pharma L.P., executed on October 21, 2020, or the Settlement Agreement between the United States of America and Dr. Richard Sackler, David Sackler, Mortimer D.A. Sackler, Kathe Sackler, and the Estate of Jonathan Sackler, executed on October 21, 2020.

(c) Several of the Debtors are parties to the various following agreements with the Secretary of the Department of Health and Human Services under which the Debtors owe rebates to third parties:

(i) The Medicare Coverage Gap Discount Program Agreement is established under 42 U.S.C. §§ 1395w-l14A, 1395w-153 and is required should manufacturers wish to have coverage for their products under Medicare Part D. Under the Medicare Coverage Gap Discount Program Agreement, manufacturers agree to reimburse Medicare Part D plan sponsors for certain Coverage Gap discounts the plans provide to Medicare beneficiaries in the Part D coverage gap. The Centers for Medicare & Medicaid Services require that a new entity that seeks to assume a Medicare Coverage Gap Discount Program Agreement enter into a novation agreement with the Centers for Medicare & Medicaid Services with respect to the transfer of such agreement. The Debtors that have entered into Medicare Coverage Gap Discount Program Agreements with the Secretary are: Purdue Pharma L.P. (P1180) and Rhodes Pharmaceuticals L.P. (P1281);

(ii) The Medicaid Drug Rebate Program, established under section 1927 of the Social Security Act, requires manufacturers to enter into National Drug Rebate Agreements with the Secretary for the coverage and payment of a manufacturer's covered outpatient drugs. Under the Medicaid Drug Rebate Program, if a manufacturer has entered into and has in effect a National Drug Rebate Agreement, Medicaid covers and pays for all of the drugs of that manufacturer dispensed and paid for under the state plan, and in return manufacturers pay applicable rebates to the states. The Debtors that have National Drug Rebate Agreements and the labeler codes associated with the National Drug Rebate Agreements are as follows: Rhodes Pharmaceuticals L.P. (42858), Purdue Pharma L.P. (59011), and Adlon Therapeutics L.P. (72912);

(iii) Manufacturers with National Drug Rebate Agreements must also comply with the Drug Pricing Program under section 340B of the Public Health Service Act, 42 U.S.C. § 256b, and have Pharmaceutical Pricing Agreements with the Secretary of the Department of Health and Human Services. Under the Pharmaceutical Pricing Agreements, manufacturers agree to charge a price for covered outpatient drugs that will not exceed the average manufacturer price decreased by a rebate percentage. The Debtors that have Pharmaceutical Pricing Agreements and the labeler codes associated with such agreements are as follows: Rhodes Pharmaceuticals L.P. (42858), Purdue Pharma L.P. (59011), and Adlon Therapeutics L.P. (72912); and

(iv) The Medicare Coverage Gap Discount Program Agreements, the Medicaid National Drug Rebate Agreements and the Pharmaceutical Pricing Agreements identified above provide that, in the event of a transfer of ownership, such agreements are automatically assigned to the new owner and all terms and conditions of such agreements remain in effect as to the new owner. Accordingly, notwithstanding anything contained in the

Plan or the Confirmation Order which may be to the contrary, the Debtors shall assume such agreements pursuant to section 365 of the Bankruptcy Code, and upon the Effective Date, the Medicare Coverage Gap Discount Program Agreements, the Medicaid National Drug Rebate Agreements and the Pharmaceutical Pricing Agreements identified above shall be assigned to NewCo. NewCo, as the new owner, will assume the obligations of the Debtors who are parties under such agreements from and after the Effective Date, and to fully perform all the duties and responsibilities that exist under such agreements in accordance with their terms, including the payment of discounts owed to Part D Plan sponsors or payment of rebates owed to states and wholesalers for quarters prior to the Effective Date. For the avoidance of doubt, NewCo shall be liable for any outstanding rebates or discounts owed to third parties (and any applicable interest thereon) arising prior to the Effective Date, as well as any penalties associated with noncompliance by the Debtors with the Medicare Coverage Gap Discount Program Agreements, the Medicaid National Drug Rebate Agreements and the Pharmaceutical Pricing Agreements identified above prior to the Effective Date.

(d) Notwithstanding anything to the contrary herein, nothing in the Plan, the Confirmation Order, the Shareholder Settlement Agreements or any other document filed in connection with the Plan shall bind the United States in any application of statutory, or associated regulatory, authority grounded in Title 19 of the Social Security Act, 42 U.S.C. § 1396-1 et seq. (the "***Medicaid Program***") or in section 1115 of Title 11 of the Social Security Act. The United States is neither enjoined nor in any way prejudiced in seeking recovery of any funds owed to the United States under the Medicaid Program.

ARTICLE XI RETENTION OF JURISDICTION.

11.1 ***Retention of Jurisdiction***.

(a) The Bankruptcy Court shall retain exclusive jurisdiction of all matters arising under, arising out of or related to the Chapter 11 Cases and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

(i) to hear and determine applications for the assumption or rejection of executory contracts and unexpired leases and any Disputed Cure Claims or Disputed Claims in respect of rejection damages resulting therefrom;

(ii) to hear and determine any motions, adversary proceedings, applications, contested matters and other litigated matters pending on, or commenced after, entry of the Confirmation Order;

(iii) to hear and resolve any disputes arising from or related to (A) any orders of the Bankruptcy Court still in effect granting relief under Bankruptcy Rule 2004 or (B) any protective orders entered by the Bankruptcy Court in connection with the foregoing (including the Protective Order);

(iv) to ensure that Distributions to Holders of Allowed Claims are accomplished as provided in this Plan and the Confirmation Order;

(v) to consider Claims or the allowance, classification, priority, compromise, estimation or payment of any Claim, including any Administrative Claim or, solely to the extent provided in the Master TDP and/or the applicable Creditor Trust TDP, any Channeled Claim;

(vi) to enter, implement or enforce such orders as may be appropriate in the event that the Confirmation Order is, for any reason, stayed, reversed, revoked, modified or vacated;

(vii) to issue and enforce injunctions, enter and implement other orders and take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation or enforcement of this Plan, the Confirmation Order or any other order of the Bankruptcy Court;

(viii) to hear and determine any application to modify this Plan in accordance with section 1127 of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistency in this Plan, the Disclosure Statement or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(ix) to hear and determine all Professional Fee Claims;

(x) to resolve disputes concerning any reserves with respect to Non-Participating Channeled Claims and other Disputed Claims or the administration thereof;

(xi) to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of this Plan, the Confirmation Order, any transactions or payments in furtherance of the Plan or the Confirmation Order or any agreement, instrument or other document governing, or related to, any of the foregoing, including the Plan Documents;

(xii) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, enforce, implement, execute and consummate this Plan, including any release (including, but not limited to, the United States-PI Claimant Medical Expense Claim Releases), exculpation or injunction provisions set forth in this Plan, or to maintain the integrity of this Plan following the occurrence of the Effective Date;

(xiii) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(xiv) to hear, determine and resolve disputes arising in connection with the interpretation, implementation or enforcement of the Plan or Confirmation Order;

(xv) to resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any Bar Date established in the Chapter 11 Cases or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose of determining whether a Claim or Interest is discharged hereunder or for any other purpose;

(xvi) to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Shareholder Settlement Agreements, the Public Entity Settlements and the Private Entity Settlements;

(xvii) to hear and determine disputes arising in connection with the MDT Claims or operations of the Master Disbursement Trust or the actions of the MDT Trustees;

(xviii) to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Creditor Trust Documents, and to hear and determine disputes concerning violations of the Confirmation Order or the use of funds from the Creditor Trusts in a manner inconsistent with the applicable Creditor Trust Documents; *provided* that, with respect to the Governmental Remediation Trust and the Tribe Trust, such jurisdiction shall be concurrent and not exclusive to the extent set forth in the Governmental Remediation Trust Documents and the Tribe Trust Documents, respectively, as in effect on the Effective Date;

(xix) to hear and resolve any disputes arising from or related to (A) Liens, collateral, or other forms of credit protections that are granted or otherwise effected pursuant to the Shareholder Settlement Agreements, the Public Entity Settlements and the Private Entity Settlements, or (B) any other attempt by any Person to seek orders of attachment, Liens, or collateral involving any Assets, in full or in part, of the Shareholder Released Parties;

(xx) to determine such other matters, and for such other purposes, as may be provided in the Confirmation Order;

(xxi) to hear and determine all matters relating to the Plan Settlements, to the extent permitted under applicable law; and

(xxii) to enter a final decree closing each of the Chapter 11 Cases.

(b) The Bankruptcy Court shall retain concurrent, rather than exclusive, jurisdiction of all matters arising under, arising out of or related to the Chapter 11 Cases and the Plan to, among other things, hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code (including the expedited determination of taxes under section 505(b) of the Bankruptcy Code), and to hear and resolve or recommend resolution of disputes related to the MDT Insurance Rights.

(c) Notwithstanding anything in this Article XI to the contrary, the resolution of Channeled Claims against the Debtors and the forum in which such resolution shall be determined shall be governed by, and in accordance with, Section 6.21 of the Plan, the Master TDP and the Creditor Trust TDPs, if applicable.

(d) By consenting to the treatment provided by this Plan or otherwise supporting the Plan, no State or Tribe shall be construed to have waived any claim of Sovereign Immunity that it may have in any other action or proceeding, including any action or proceeding occurring after the Effective Date.

(e) Nothing in this Article XI shall be construed to alter the jurisdiction of a court in which an Opt-Out Class Action is pending or was adjudicated in respect of such Opt-Out Class Action.

(f) As of the earlier of the Effective Date or the expiration of the Preliminary Injunction, all Persons are permanently enjoined from commencing, conducting, or continuing, directly or indirectly, any litigation or prosecution of an Estate Cause of Action (including in any proceeding in a judicial, arbitral, administrative, or other forum). Any Person seeking to commence, conduct, or continue litigation or prosecution of a Cause of Action against a Shareholder Released Party or a Released Party may, but is not required to, seek a prior determination in the Bankruptcy Court that a Cause of Action is not an Estate Cause of Action. If any Person commences, conducts or continues litigation or prosecution of such Cause of Action without a prior determination by the Bankruptcy Court, the Person against which such Cause of Action was asserted, and the Master Disbursement Trust or NewCo, shall be entitled to make an emergency application to the Bankruptcy Court for a determination that such Cause of Action is an Estate Cause of Action and that the injunction in this Section 11.1(f) has been violated. In either event, the determination whether or not a Cause of Action is an Estate Cause of Action shall be based on an appropriate evidentiary record, and the only Persons with standing to be heard shall be: (i) the Person seeking to bring such Cause of Action; (ii) the Person or entity against which such Cause of Action would be or has been brought; or (iii) the Debtors, the Creditors' Committee, the PAT, each Governmental Consent Party, the Master Disbursement Trust or NewCo. Upon determining that a violation of the injunction has occurred, damages may be awarded in the amount of attorneys' fees and other litigation costs and expenses incurred by the Person against which the Estate Cause of Action was brought or who is otherwise seeking to enforce the injunction, including in connection with litigation or prosecution of the Estate Cause of Action and in connection with enforcing the injunction in this Section 11.1(f) subject to the discretion of the Bankruptcy Court. Without limiting the foregoing, the Bankruptcy Court, in its discretion, also may award any additional appropriate relief against a violating Person and may award any sanctions against any other Person engaging in otherwise sanctionable conduct in connection with the enforcement of the injunction in this Section 11.1(f).

ARTICLE XII MISCELLANEOUS PROVISIONS.

12.1 *Exemption from Certain Transfer Taxes*.

To the maximum extent permitted pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property under the Plan pursuant to (a) the issuance, distribution, transfer or

exchange of any debt, equity security or other interest in the Debtors, (b) the Restructuring Transactions, (c) the creation, modification, consolidation, termination, refinancing and/or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means, or (d) the making, assignment, recording or surrender of any lease or sublease, or the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including any deeds, bills of sale or other assignments or instruments of transfer, or assignments executed in connection with any disposition of Assets contemplated by the Plan (including transfers of Assets to and by the Debtors, the Plan Administration Trust, NewCo, the Foundation, the Master Disbursement Trust and the Creditor Trusts) shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles tax, transfer tax (including real estate transfer tax), mortgage tax or mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee or other similar tax or governmental assessment, and the appropriate federal, state, provincial or local government officials or agents shall forego collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

12.2 ***Dates of Actions to Implement Plan***.

In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day but shall be deemed to have been completed as of the required date.

12.3 ***Amendments***.

(a) **Plan Modifications**. This Plan may be amended, modified or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court; *provided* that (i) any such amendment, modification or supplement shall be reasonably acceptable to the Governmental Consent Parties; *provided further* that any such amendment, modification or supplement that expands the scope of the Releases or modifies any provision relating to the MDT Insurance Policies (including the scope thereof) or the transfer of the MDT Insurance Rights shall be acceptable to the Governmental Consent Parties, (ii) any such amendment, modification or supplement shall be reasonably acceptable to the Creditors' Committee to the extent that it (A) relates to the MDT Insurance Rights, (B) modifies Section 5.9 of the Plan as it relates to payment of the attorneys' fees and costs of Holders of Healthcare Provider Claims, Third-Party Payor Claims, or PI Claims, the Ad Hoc Group of Individual Victims, the Ratepayer Mediation Participants or the NAS Committee, (C) modifies the Creditors' Committee's consent rights under the Plan, (D) expands the scope of the Releases or (E) materially and adversely affects the treatment of Holders of Healthcare Provider Claims, Third-Party Payor Claims, PI Claims, ER Physician Claims or Other General Unsecured Claims (it being understood that (x) any reduction in the amount of any Initial Private Creditor Trust Distribution, the PI Trust Obligation or any Private Creditor Trust's MDT Claim, (y) any elimination of any consent rights in favor of such Holders or (z) any modification to Section 5.2, 5.6 or 5.7 of the Plan to the extent such modification relates to the Master Disbursement Trust or a Private Creditor Trust shall constitute such a material and adverse effect), and (iii) any such amendment, modification or supplement shall be acceptable to the Sackler Parties' Representative with respect to the Specified Shareholder Provisions and, to the extent set forth in the Master Shareholder Settlement Agreement, reasonably acceptable to the Sackler Parties' Representative with respect to modification of terms relating to the rights, obligations, or interests of the Shareholder Released Parties; *provided* that solely with respect to the Creditor Trust Documents, such consent shall only apply to the extent set forth in the Master Shareholder Settlement Agreement. In addition, after the Confirmation Date, as long as such action does not materially and adversely affect the treatment

of Holders of Allowed Claims pursuant to this Plan, the Debtors may remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of this Plan, and any Holder of a Claim or Interest that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified or supplemented.

(b) **Certain Technical Amendments**. Prior to the Effective Date, the Debtors may make appropriate technical adjustments and modifications to this Plan without further order or approval of the Bankruptcy Court; *provided*, *however*, that such technical adjustments and modifications do not adversely affect in a material way the treatment of Holders of Claims and Interests under this Plan.

12.4 ***Revocation or Withdrawal of Plan***.

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date as to any or all of the Debtors; *provided* that each Debtor shall be entitled to revoke this Plan only in full and not in part. If, with respect to a Debtor, this Plan has been revoked or withdrawn prior to the Effective Date, or if confirmation or the occurrence of the Effective Date as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor: (a) this Plan and the Plan Documents shall be null and void in all respects; (b) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts and unexpired leases effected by this Plan and any document or agreement executed pursuant to this Plan (including the Plan Documents) shall be deemed null and void; and (c) nothing contained in this Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Person, (ii) prejudice in any manner the rights of such Debtor or any other Person, or (iii) constitute an admission of any sort by any Debtor or any other Person; *provided* that any provisions under the Shareholder Settlement Agreements that are expressly contemplated to survive revocation or reversal of the Plan shall survive.

12.5 ***Payment of Statutory Fees***.

All fees payable under section 1930 of chapter 123 of title 28 of the United States Code shall be paid on or before the Effective Date by the Debtors. After the Effective Date, the Plan Administration Trust shall assume liability for and shall pay, or cause to be paid, any and all quarterly fees owed to the U.S. Trustee when due in accordance with applicable law, and shall continue to file, or cause to be filed, with the Bankruptcy Court quarterly reports to show the calculation of such fees for the Debtors' Estates. Each of the Debtors shall remain obligated to pay quarterly fees to the U.S. Trustee until such Debtor's Chapter 11 Case is closed, dismissed or converted to a case under chapter 7 of the Bankruptcy Code.

12.6 ***Severability***.

(a) Notwithstanding anything else contained in the Plan, (i) the Plan provisions effectuating the Releases provided by the Debtors, their Estates, and the Releasing Parties and the Channeling Injunction (A) are integrated with and integral to all other provisions of the Master Shareholder Settlement Agreement, the Plan and the Plan Documents, (B) are not and shall not be severable from the remainder of the Master Shareholder Settlement Agreement, the Plan or the Plan Documents and (C) shall not be excised or modified other than in accordance with the Plan and the Master Shareholder Settlement Agreement and (ii) if the Plan provisions effectuating the Releases provided by the Debtors, their Estates, and the Releasing Parties and the Channeling Injunction are deemed null, void, illegal or unenforceable, then the terms, provisions, covenants and restrictions of the Master Shareholder Settlement Agreement and the Plan shall be void and shall not remain in force or effect, except as specifically and expressly stated otherwise in the Master Shareholder Settlement Agreement or the Plan, or as specifically and expressly agreed in writing by all parties to the Master Shareholder Settlement Agreement.

(b) If, prior to entry of the Confirmation Order, any term or provision of this Plan that is not related to the Master Shareholder Settlement Agreement or the Releases provided by the Debtors, their Estates, and the Releasing Parties and the Channeling Injunction is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation by the Bankruptcy Court, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with this Section 12.6, is valid and enforceable pursuant to its terms.

(c) The impact of any modification, reversal, or vacatur of the Confirmation Order, the Plan, or the Shareholder Settlements following the Effective Date will be governed by the Master Shareholder Settlement Agreement.

12.7 ***Governing Law***.

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent that a Plan Document provides otherwise, the rights, duties and obligations arising under this Plan and the Plan Documents shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without giving effect to the principles of conflicts of laws thereof (other than section 5-1401 and section 5-1402 of the New York General Obligations Law).

12.8 ***Immediate Binding Effect***.

Subject only to Bankruptcy Rules 3020(e), 6004(h) and 7062, as applicable, upon the occurrence of the Effective Date, the terms of this Plan and the Plan Documents shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the other Protected Parties, all Holders of Claims against or Interests in the Debtors, all Holders of Channeled Claims, all Releasing Parties and each of their respective successors and assigns.

12.9 ***Successors and Assigns***.

The rights, benefits and obligations of any Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or permitted assign, if any, of each such Person.

12.10 ***Entire Agreement***.

On the Effective Date, this Plan, the Plan Supplement and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations concerning such documents, all of which have become merged and integrated into this Plan.

12.11 ***Computing Time***.

In computing any period of time prescribed or permitted by this Plan, unless otherwise set forth in this Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

12.12 *Exhibits to Plan*.

All exhibits, schedules, supplements and appendices to this Plan (including the Plan Supplement) are incorporated into and are part of this Plan as if set forth in full herein.

12.13 *Notices*.

All notices, requests and demands to or upon the Debtors shall be in writing (including by facsimile transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, New York 10017
Attn: Marshall S. Huebner, Benjamin S. Kaminetzky, Eli J. Vonnegut,
Christopher S. Robertson, Joshua Y. Sturm and Abraham Bane.

Counsel to the Debtors
and Debtors in Possession

After the occurrence of the Effective Date, the Plan Administration Trustee shall have authority to send a notice to Entities providing that, to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002; *provided*, *however*, that the U.S. Trustee need not file such a renewed request and shall continue to receive documents without any further action being necessary. After the occurrence of the Effective Date, the Debtors and the Plan Administration Trustee are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to the U.S. Trustee and those Entities that have filed such renewed requests.

12.14 *Dissolution of the Creditors' Committee*.

On the Effective Date, the Creditors' Committee will dissolve; *provided*, *however*, that following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) applications, and any relief related thereto, for compensation by Professional Persons and requests for allowance of fees and/or expenses under section 503(b) of the Bankruptcy Code, (b) any appeals of, or related to, the Confirmation Order or (c) any other appeal to which the Creditors' Committee is a party. Upon the dissolution of the Creditors' Committee, the Creditors' Committee, each of its members (including each officer, director, employee or agent thereof) and its respective Professional Persons will cease to have any duty, obligation or responsibility arising from, or related to, the Chapter 11 Cases and shall be released and discharged from all rights and duties from, or related to, the Chapter 11 Cases.

12.15 *Reservation of Rights*.

Except as otherwise provided herein, this Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of this Plan, any statement or provisions of this Plan or the taking of any action by the Debtors with respect to this Plan shall be, or deemed to be, an admission or waiver of any rights of the Debtors with respect to any Claim or Interest prior to the Effective Date.

Dated: [●], 2025
By: */s/ [●]*
Name: [●]
Title: Authorized Signatory

PURDUE PHARMA L.P.
PURDUE PHARMA INC.
PURDUE TRANSDERMAL TECHNOLOGIES L.P.
PURDUE PHARMA MANUFACTURING L.P.
PURDUE PHARMACEUTICALS L.P.
IMBRIUM THERAPEUTICS L.P.
ADLON THERAPEUTICS L.P.
GREENFIELD BIOVENTURES L.P.
SEVEN SEAS HILL CORP.
OPHIR GREEN CORP.
PURDUE PHARMA OF PUERTO RICO
PURDUE PRODUCTS L.P.
PURDUE PHARMACEUTICAL PRODUCTS L.P.
PURDUE NEUROSCIENCE COMPANY
NAYATT COVE LIFESCIENCE INC.
BUTTON LAND L.P.
RHODES ASSOCIATES L.P.
PAUL LAND INC.
QUIDNICK LAND L.P.
RHODES PHARMACEUTICALS L.P.
RHODES TECHNOLOGIES
UDF LP
SVC PHARMA LP
SVC PHARMA INC.

EXHIBIT A

Hospitals in Class 7 (Healthcare Provider Claims)

Claimant Name	Claim No.
Acquisition Bell Hospital, LLC	149170
Affinity Hospital, LLC	148659
AHS Claremore Regional Hospital, LLC	149249
AHS Cushing Hospital, LLC	149250
AHS Henryetta Hospital, LLC	149251
AHS Hillcrest Medical Center, LLC	149252
AHS Pryor Hospital, LLC	149253
AHS Southcrest Hospital, LLC	149255
Aiken Regional Medical Centers, LLC	149138
Allegheny Health Network	254160
Allegheny Health Network	214810
Allegiance Hospital of Many, LLC	149274
Allegiance Hospital of North Little Rock, LLC	149307
Allegiance Medical Center of Ruston, LLC	146401
Alliance Healthcare System	148859
American Hospital Management Corporation	148898
Amery Regional Medical Center, Inc.	148933
AMISUB (SFH), Inc.	148634
Amisub of South Carolina, Inc.	148643
Anderson Regional Health System	148766
Anna Hospital Corporation	148878
Appalachian Regional Healthcare, Inc. (ARH)	148600
ARH Mary Breckinridge Health Services, Inc.	148601
ARMC, L.P.	148748
Ashley Valley Medical Center, LLC	149171
Athens Hospital, LLC	149263
Athens Regional Medical Center, LLC	149172
Attentus Moulton, LLC	146064
Avera Gettysburg	148950
Avera Granite Falls	148952
Avera Holy Family	148947
Avera Marshall	148944
Avera McKennan	148942
Avera Queen of Peace	148941
Avera St. Anthony's Hospital	148948
Avera St. Luke's	148940

Avera St. Mary's	148945
Avera Tyler	148951
Bacon County Hospital, Georgia	148176
Bailey Medical Center, LLC	149254
Baptist Health Madisonville, Inc.	148814
Baptist Health Richmond, Inc.	148815
Baptist Healthcare System, Inc.	148813
Baptist Hospital, Inc.	149154
Baptist Medical Center - Leake, Inc.	148770
Baptist Medical Center - Yazoo, Inc.	148769
Baptist Memorial Hospital	148779
Baptist Memorial Hospital - Booneville, Inc.	148778
Baptist Memorial Hospital - Calhoun, Inc.	148772
Baptist Memorial Hospital - Collierville	148777
Baptist Memorial Hospital - DeSoto, Inc.	148776
Baptist Memorial Hospital - Golden Triangle, Inc.	148774
Baptist Memorial Hospital - Huntingdon	148782
Baptist Memorial Hospital - North Mississippi, Inc.	148773
Baptist Memorial Hospital - Tipton	148780
Baptist Memorial Hospital - Union City	148783
Baptist Memorial Hospital - Union County, Inc.	148775
Baptist Memorial Hospital-Jonesboro, Inc.	148781
Bartow Regional Medical Center, Inc.	149289
Bay Area Healthcare Group, Inc.	149093
BAY HOSPITAL, INC.	149021
BayCare Alliant Hospital, Inc.	147620
Bayfront HMA Medical Center, LLC	148681
BBH BMC, LLC	148637
BBH CBMC, LLC	148639
BBH PBMC, LLC	148636
BBH SBMC, LLC	148638
BBH WBMC, LLC	148635
Berwick Hospital Company LLC	148727
Bienville Medical Center, Inc.	149280
Big Bend Hospital Corporation	148887
Big Spring Hospital Corporation	148819
Biloxi HMA, LLC	148701
Blessing Hospital	148923
BlessingCare Corporation	148924
Blount Memorial Hospital, Incorporated	148986
Blue Island Hospital Company, LLC	148871

Blue Mountain Hospital	147759
Blue Ridge Georgia Hospital Company, LLC	148869
Bluefield Hospital Company, LLC	148763
Bluffton Health System, LLC	148691
BMC Attala, LLC	148768
Boa Vida Hospital of Aberdeen, MS, LLC	148895
Bon Secours Depaul Medical Center, Inc.	65187
Bon Secours Health System, Inc.	70051
Bon Secours Hospital Baltimore Inc.	65412
Bon Secours-Memorial Regional Medical Center, Inc.	65160
Bon Secours-Richmond Community Hospital, Incorporated	65191
Bon Secours-St. Francis Medical Center, Inc.	65171
Bon Secours-St. Francis Xavier Hospital, Inc.	65186
Bon Secours-St. Mary's Hospital of Richmond, Inc.	65036
Bourbon Community Hospital, LLC	149173
Bowling Green-Warren County Community Hospital Corporation	148810
Brandon HMA, LLC	148705
Braxton County Memorial Hospital, Inc.	148827
BRIGHAM CITY COMMUNITY HOSPITAL, INC.	149120
Broaddus Hospital Association	148835
Brownwood Hospital, L.P.	148752
BSA Hospital, LLC	149256
Bullhead City Hospital Corporation	148667
Bullock County Hospital	146495
Burleson County Hospital District	146588
Burleson County Hospital District	147480
Burleson County Hospital District	86886
Cache Valley Specialty Hospital, LLC	149121
Camden-Clark Memorial Hospital Corporation	148824
Cameron Parish Hospital and Psychiatric Facility	49368
Campbell County HMA, LLC	148739
Cape Canaveral Hospital, Inc.	148899
Care Plan Oversight, LLC	146092
CARLSBAD MEDICAL CENTER, LLC	148715
Carolinas Medical Alliance, Inc.	148732
Carondelet St. Joseph's Hospital	148619
Carondelet St. Mary's Hospital	148618
CARTERSVILLE MEDICAL CENTER, LLC	149049
Carthage Hospital, LLC	149264
Castleview Hospital, LLC	149174
Cedar Park Health System, L.P.	148756

CENTERPOINT MEDICAL CENTER OF INDEPENDENCE, LLC	149071
CentraCare Health System	148939
Central Florida Regional Hospital, Inc.	149015
CENTRAL TENNESSEE HOSPITAL CORPORATION	149091
CGH Hospital, Ltd.	148651
Charles A. Dean Memorial Hospital	148979
Charleston Area Medical Center, Inc.	148785
Charleston Hospital, Inc.	148907
Chatham County Hospital Authority, Georgia	148219
CHCA BAYSHORE, L.P.	149101
CHCA CLEAR LAKE, L.P.	149095
CHCA CONROE, L.P.	149096
CHCA Pearland, L.P.	149100
CHCA WEST HOUSTON, L.P.	149103
Chesapeake Hospital Corporation	65098
Chester HMA, LLC	148734
CHIPPENHAM & JOHNSTON-WILLIS HOSPITALS, INC.	149128
Christiana Care Health System, Inc.	147583
Citrus HMA, LLC	148684
Citrus Memorial Hospital, Inc.	149016
City Hospital, Inc.	148825
Clarksville Health System, G.P.	148743
Clay County Medical Corporation	149160
Cleveland Tennessee Hospital Company, LLC	148744
CLHG-Acadian, LLC	149278
CLHG-Avoyelles, LLC	149272
CLHG-DeQuincy, LLC	149281
CLHG-Leesville, LLC	149273
CLHG-Minden, LLC	149277
CLHG-Oakdale, LLC	149275
CLHG-Ruston, LLC	146257
CLHG-Ville Platte, LLC	149279
CLHG-Winn, LLC	149276
Clinch Valley Medical Center, Inc.	149175
CLINTON HMA, LLC	148719
Coastal Carolina Medical Center, Inc.	148642
Cocke County HMA, LLC	148741
COLISEUM MEDICAL CENTER, LLC	149050
College Station Hospital, L.P.	148749
Columbia Capital Medical Center Limited Partnership	149176

COLUMBIA HOSPITAL AT MEDICAL CITY DALLAS SUBSIDIARY, L.P.	149107
COLUMBIA HOSPITAL CORPORATION OF SOUTH BROWARD	149048
COLUMBIA MEDICAL CENTER OF ARLINGTON SUBSIDIARY, L.P.	149106
COLUMBIA MEDICAL CENTER OF DENTON SUBSIDIARY, L.P.	149108
COLUMBIA MEDICAL CENTER OF LAS COLINAS, INC.	149111
COLUMBIA MEDICAL CENTER OF LEWISVILLE SUBSIDIARY, L.P.	149112
COLUMBIA MEDICAL CENTER OF MCKINNEY SUBSIDIARY, L.P.	149113
COLUMBIA MEDICAL CENTER OF PLANO SUBSIDIARY, L.P.	149110
COLUMBIA NORTH HILLS HOSPITAL SUBSIDIARY, L.P.	149114
COLUMBIA OGDEN MEDICAL CENTER, INC.	149125
COLUMBIA PLAZA MEDICAL CENTER OF FORT WORTH SUBSIDIARY, L.P.	149109
COLUMBIA RIO GRANDE HEALTHCARE, L.P.	149117
Columbia Riverside, Inc.	149008
COLUMBIA VALLEY HEALTHCARE SYSTEM, L.P.	149119
COLUMBIA/ALLEGHANY REGIONAL HOSPITAL INCORPORATED	149131
COLUMBIA/HCA JOHN RANDOLPH, INC.	149130
Community Health Association	148850
Community Hospital of Andalusia, LLC	149177
Community Hospital, Inc.	148846
Community Hospital, LLC	113484
Cornerstone Regional Hospital, LP	149139
Cox Barton County Hospital	148852
Crestview Hospital Corporation	148676
Crestwood Healthcare, L.P.	148658
Crisp Regional Hospital, Inc.	148998
Crockett Hospital, LLC	149178
Danville Regional Medical Center, LLC	149179
Dardanelle Community Hospital, LLC	149308
Davis Memorial Hospital	148834
Deaconess Health System, LLC	148720
Delray Medical Center, Inc.	148649
Delta Regional Medical Center	148897
Deming Hosptial Corporation	148883
Desert Regional Medical Center, Inc.	148612
DESERT SPRINGS HOSPITAL, INC.	148918

DHSC, LLC	148890
Dickenson Community Hospital	148800
District Hospital Partners, L.P.	148922
DLP Central Carolina Medical Center, LLC	149180
DLP Conemaugh Memorial Medical Center, LLC	149181
DLP Conemaugh Meyersdale Medical Center, LLC	149182
DLP Conemaugh Miners Medical Center, LLC	149183
DLP Frye Regional Medical Center, LLC	149184
DLP Harris Regional Hospital, LLC	149185
DLP Haywood Regional Medical Center, LLC	149186
DLP Maria Parham Medical Center, LLC	149187
DLP Marquette General Hospital, LLC	149188
DLP Person Memorial Hospital, LLC	149189
DLP Rutherford Regional Health System, LLC	149190
DLP Swain County Hospital, LLC	149191
DLP Twin County Regional Healthcare, LLC	149192
DLP Wilson Medical Center, LLC	149193
DOCTORS HOSPITAL OF AUGUSTA, LLC	149052
Doctors Hospital of Manteca, Inc.	148603
Doctors Medical Center of Modesto, Inc.	148604
Dodge City Healthcare Group, LLC	149194
Donalsonville Hospital, Inc.	149002
Downtown Bronx Medical Associates	145919
Drew Memorial Hospital Inc	616050
Dukes Health System, LLC	148695
Duplin General Hospital, Inc.	148993
DURANT H.M.A., LLC	148721
DVH Hospital Alliance, LLC	149141
East Baton Rouge Medical Center, LLC	149284
East Carolina Health	148989
East Carolina Health-Beaufort, Inc.	148992
East Carolina Health-Bertie	148991
East Carolina Health-Chowan, Inc.	148990
East Carolina Health-Heritage, Inc.	148988
East Cooper Community Hospital, Inc.	148640
EAST GEORGIA REGIONAL MEDICAL CENTER, LLC	148690
Eastern Idaho Health Services, Inc.	149058
Eastern Maine Medical Center	148980
EASTSIDE MEDICAL CENTER, LLC	149053
EL PASO HEALTHCARE SYSTEM, LTD.	149094
EMPORIA HOSPITAL CORPORATION	148761

ENGLEWOOD COMMUNITY HOSPITAL, INC.	149018
Erie County Medical Center (ECMC)[19]	148595
Essent PRMC, L.P.	149195
Evanston Hospital Corporation	148889
Evergreen Medical Center, LLC	148656
Fairview Park, Limited Partnership	149054
Faulkton Area Medical Center Foundation, Inc.	148967
Fauquier Medical Center, LLC	149196
FAWCETT MEMORIAL HOSPITAL, INC.	149019
Fayette Community Hospital, Inc.	149301
Fayetteville Arkansas Hospital Company, LLC	148669
Field Memorial Community Hospital	148832
Flaget Healthcare, Inc.	148931
Flagler Hospital, Inc.	148843
Fleming Medical Center, LLC	149197
Florida Health Sciences Center, Inc.	148847
Flushing Hospital Medical Center	117307
Foley Hospital Corporation	148663
Forrest City Arkansas Hospital Company, LLC	148867
Fort Duncan Medical Center, L.P.	149143
Fort Payne Hospital Corporation	148864
Fort Smith HMA, LLC	148673
FORT WALTON BEACH MEDICAL CENTER, INC.	149020
Fountain Valley Regional Hospital & Medical Center	148609
FRANKFORT HOSPITAL, INC.	149064
Franklin Hospital Corporation	148760
Freeman Health System	148903
Freeman Regional Health Services	148968
Gadsden Regional Medical Center, LLC	148662
Gaffney HMA, LLC	148735
GALEN HOSPITAL ALASKA, INC	149004
GALEN OF FLORIDA, INC.	149044
GALENCARE, INC.	149013
Galesburg Hospital Corporation	148872
Georgetown Community Hospital, LLC	149198
Gilliard Health Services, Inc.	148657
Good Samaritan Hospital	149005

[19] The Mediation Parties, as well as ECMC, have agreed that for purposes of the Purdue Pharma chapter 11 cases and the Hospitals Direct Sackler Settlement, Erie County Medical Center ("ECMC") shall be treated as a private acute care hospital. All Mediation Parties and ECMC reserve all rights with respect to the status of ECMC in connection with any other proceedings involving other opioid defendants.

Good Samaritan Medical Center, Inc.	148648
GPCH-GP, INC	149069
Grafton City Hospital, Inc.	148833
Granbury Hospital Corporation	148750
Grand Strand Regional Medical Center, LLC	149086
Granite City Illinois Hospital Company, LLC	148873
Grant Memorial Hospital	148863
Grant-Blackford Mental Health, Inc	145921
Grayson County Hospital Foundation, Inc.	148858
Greenbrier VMC, LLC	148764
GREENVIEW HOSPITAL, INC.	149065
Greenwood Leflore Hospital	149157
Haines City HMA, LLC	148687
Halifax Hospital District	148845
Halifax Regional Medical Center, Inc.	148994
Hardin County, Kentucky	148927
Harris County Hospital District dba Harris Health System	147111
Hartsville, LLC	149199
Havasu Regional Medical Center, LLC	149200
Hawkins County Memorial Hospital, Inc.	148802
HCA HEALTH SERVICES OF FLORIDA, INC.	149012
HCA HEALTH SERVICES OF NEW HAMPSHIRE, INC.	149078
HCA HEALTH SERVICES OF TENNESSEE, INC.	149089
HCA HEALTH SERVICES OF VIRGINIA, INC.	149129
HCA-HEALTHONE LLC	149010
HDMC Holdings, LLC	148611
Healthcare Partner Investments, LLC	113676
Heart Hospital of South Dakota, LLC	148949
Hegg Memorial Hospital	148957
Henderson Hospital, LLC	149265
HENDERSONVILLE HOSPITAL CORPORATION	149090
Hendricks Community Hospital Assn & Retirement Home	148965
Hernando HMA, LLC	148674
HH/Killeen Health System, LLC	149258
Hialeah Hospital, Inc.	148652
Highlands Hospital Corporation	148809
Hillside Hospital, LLC	149201
HILTON HEAD HEALTH SYSTEM, L.P.	148641
HMA Santa Rosa Medical Center, LLC	148677
Holmes Regional Medical Center, Inc.	148900
Holy Cross Hospital, Inc.	148620

HOSPITAL CORPORATION OF UTAH	149122
Hospital Development of West Phoenix, Inc.	148615
Hospital Menonita Caguas, Inc.	75149
Hospital Menonita Guayama, Inc.	75172
Hospital of Barstow, Inc.	148866
Hospital of Louisa, Inc.	148879
Hospital of Morristown, Inc.	148740
Hot Springs National Park Hospital Holdings, LLC	149202
Houston - PPH, LLC	149098
Houston Northwest Operating Company, L.L.C.	149099
HTI MEMORIAL HOSPITAL CORPORATION	149092
Hudson Hospital, Inc.	148935
Hudson Regional Hospital	117163
Hughston Hospital, Inc.	149300
Infirmary Health Hospitals, Inc.	135431
Inland Hospital	148981
Integris - Bass Pavilion (FKA - Northwest Specialty Hospital)	114397
Integris Health - Baptist Medical Center	115089
Integris Health - Bass Baptist Hospital	115158
Integris Health - Canadian Valley Hospital	114566
Integris Health - Edmond	115770
Integris Health - Lakeside Women's Hospital	112990
Integris Health - MC Portland Ave.	113710
Integris Health - Miami Hospital	114321
Integris Health - Southwest Medical Center	115529
Integris Health, Inc	113101
Integris Heatlh - Grove Hospital	115113
Ivy Creek of Butler, LLC	146535
Ivy Creek of Elmore, LLC	146507
Ivy Creek of Tallapoosa, LLC	146547
Jackson HMA, LLC	148704
Jackson Hospital & Clinic, Inc.	148792
Jackson Hospital Corporation	148881
Jacksonville Hospital, LLC	149266
Jamaica Hospital and Medical Center	118550
Jay Hospital, Inc.	149155
Jefferson County HMA, LLC	148738
Jefferson Parish Hospital Service District No. 1	147695
Jefferson Parish Hospital Service District No. 2	115109
Jennie Stuart Medical Center	148855
JFK MEDICAL CENTER LIMITED PARTNERSHIP	149023

JFK Memorial Hospital, Inc.	148613
Johns Hopkins Health System Corp.	254159
Johnston Memorial Hospital, Inc.	148803
KAY COUNTY OKLAHOMA HOSPITAL COMPANY, LLC	148724
KENDALL HEALTHCARE GROUP, LTD.	149024
Kennett HMA, LLC	148711
Kentucky Hospital, LLC	149203
Key West HMA, LLC	148682
Kingman Hospital, Inc.	148837
Kirksville Missouri Hospital Company, LLC	148712
Knox Hospital Company, LLC	148694
KPH-CONSOLIDATION, INC.	149097
La Porte Hospital Company, LLC	148696
Lafayette General Health System, Inc.	111425
Lake Cumberland Regional Hospital, LLC	149205
Lake Hospital System, Inc.	115152
Lake Shore HMA, LLC	148688
Lake Wales Hospital Corporation	148675
Lakeland Community Hospital, Inc.	146125
Lakeland Community Hospital, Inc.,	148892
Lakeshore Home Health Care, LLC	146147
LAKEVIEW MEDICAL CENTER, LLC	149066
Lakeview Mem Hosp Assoc Inc	148934
Lakewood Regional Medical Center, Inc.	148607
Lancaster Hospital Corporation (CA)	149146
Lancaster Hospital Corporation (DE)	148737
Landmann-Jungman Memorial Hospital Corporation	148953
Laredo Regional Medical Center, LP	149142
Laredo Texas Hospital Company, L.P.	148754
LARGO MEDICAL CENTER, INC.	149026
Larkin Community Hospital Palm Springs Campus, LLC	148839
Larkin Community Hospital, Inc.	148838
Las Cruces Medical Center, LLC	148716
Laureate Psychiatric Clinic and Hospital, Inc.	115318
LAWNWOOD MEDICAL CENTER, INC.	149027
Lea Regional Hospital, LLC	148817
Lebanon HMA, LLC	148746
Lee Health System	121306
Lee Memorial Health System	145903
Leesburg Regional Medical Center, Inc.	148820
Lester E. Cox Medical Centers	148854

LEWIS-GALE MEDICAL CENTER, LLC	149134
Lexington Hospital Corporation	148886
Lexington Medical Center	145956
LifeBrite Hospital Group of Early, LLC	148997
LifeBrite Hospital Group of Stokes, LLC	148996
Lifemark Hospitals of Florida, Inc.	148654
Live Oak HMA, LLC	148678
Livingston Regional Hospital, LLC	149206
Logan General Hospital, LLC	149207
Logan Memorial Hospital, LLC	149208
LONE PEAK HOSPITAL, INC.	149123
Longivew Medical Center, L.P.	148758
Loretto Hospital	149287
Los Alamitos Medical Center, Inc.	148608
LOS ROBLES REGIONAL MEDICAL CENTER	149006
Lourdes Hospital, LLC	149209
Lovelace Health System, Inc.	149271
Macon Northside Hospital, LLC	149051
Madison HMA, LLC	148707
Magnolia Regional Health Center	148788
Maine Coast Regional Health Facilities	148983
Manatee Memorial Hospital, L.P.	148921
MARION COMMUNITY HOSPITAL, INC.	149034
Marion Hospital Corporation	148877
Marion Regional Medical Center, Inc.	149164
Marshall County HMA, LLC	148722
Marshall County Memorial Hospital	148963
Mary Black Health System, LLC	148736
Mary Immaculate Hospital Incorporated	65193
Maryview Hospital	64983
Mat-Su Valley Medical Center, LLC	148664
Maverick County Hospital District, Texas	145118
McAllen Hospitals, L.P.	149147
McBride Orthopedic Hospital	113029
McKenzie Tennessee Hospital Company, LLC	148876
McKenzie Williamette Regional Medical Center Associates, LLC	148865
MCSA, LLC	148668
Meadowview Regional Medical Center, LLC	149210
Medical West Hospital Authority, an Affiliate of UAB Health System	148767
MEMORIAL HEALTHCARE GROUP, INC.	149029
Memorial Hospital Corporation	148841

Mennonite General Hospital	73893
Mercy Hospital	148984
Mercy Medical Center, Inc.	115203
Methodist Healthcare System of San Antonio, Ltd., L.L.P.	149116
Metro Knoxville HMA, LLC	148742
Mexia Principal Healthcare Limited Partnership	149211
MH ANGEL MEDICAL CENTER, LLLP	149079
MH BLUE RIDGE MEDICAL CENTER, LLLP	149080
MH HIGHLANDS-CASHIERS MEDICAL CENTER, LLLP	149081
MH MISSION HOSPITAL MCDOWELL, LLLP	149083
MH MISSION HOSPITAL, LLLP	149082
MH TRANSYLVANIA REGIONAL HOSPITAL, LLLP	149084
MIAMI BEACH HEALTHCARE GROUP, LTD	149011
Middlesex Health System, Inc.	113452
Midwest Division - LRHC, LLC	149072
MIDWEST DIVISION - LSH, LLC	149073
MIDWEST DIVISION - RMC, LLC	149074
Midwest Division-MMC, LLC	149061
Midwest Division-OPRMC, LLC	149062
Midwest Division-RBH, LLC	149070
Midwest Regional Medical Center, Inc.	148723
Mississippi Baptist Medical Center, Inc.	148771
Mizell Memorial Hospital, Inc.	148794
MMC of Nevada, LLC	148884
Moberly Hospital Company, LLC	148710
Mobridge Regional Health Care Foundation	148966
Monongalia County General Hospital Company	148840
Monroe HMA LLC	148816
Montclair Hospital, LLC	149260
MONTGOMERY REGIONAL HOSPITAL, INC.	149132
Mooresville Hospital Management Associates, LLC	148718
Morton Plant Hospital Association, Inc.	149291
Mount Sinai Hospital and St. Luke's-Roosevelt Hospital Center ("Mount Sinai")	146892
Mountain States Health Alliance	148801
MOUNTAIN VIEW HOSPITAL, INC.	149124
MRH Corp.	148982
Nacogdoches Medical Center	148625
Naples Community Hospital, Inc.	115404
Naples HMA, LLC	148683
Nason Medical Center, LLC	149212
Nassau University Medical Center	49455

Natchez Hospital Company, LLC	148702
National Healthcare of Mt. Vernon, Inc.	148875
Navarro Hospital, L.P.	148751
NCH Healthcare System, Inc.	112919
NEW PORT RICHEY HOSPITAL, INC.	149028
NHCI of Hillsboro, Inc.	148757
NORTH ARKANSAS REGIONAL MEDICAL CENTER	148911
North Broward Hospital District	148860
NORTH FLORIDA REGIONAL MEDICAL CENTER, INC.	149032
North Houston - TRMC, LLC	149102
North Mississippi Medical Center, Inc.	149159
North Shore Medical Center, Inc.	148653
North Sunflower Medical Center	148278
North Texas - MCA, LLC	149105
NORTHERN UTAH HEALTHCARE CORPORATION	149126
Northern Virginia Community Hospital, LLC	149137
Northwell Health	628676
Northwell Health	616025
Northwest Arkansas Hospitals, LLC	148670
Northwest Hospital, LLC	148665
NORTHWEST MEDICAL CENTER, INC.	149033
Northwest Medical Center, Inc.	146126
Northwest Texas Healthcare System, Inc.	149145
Norton Community Hospital	148804
Norton Hospitals, Inc.	148929
NOTAMI HOSPITALS OF FLORIDA, INC.	149025
Nueces County Hospital District	145077
Oak Hill Hospital Corporation	148765
Ochsner Bayou, LLC d/b/a Ochsner St. Anne General Hospital	135450
Ochsner Clinic Foundation	149282
Ochsner Medical Center – Hancock, LLC	149286
Ochsner Medical Center - Kenner, LLC	149283
Ochsner Medical Center - Northshore, LLC	149285
OKALOOSA HOSPITAL, INC.	149045
OKEECHOBEE HOSPITAL, INC.	149042
ORANGE PARK MEDICAL CENTER, INC.	149035
Oro Valley Hospital, LLC	148666
ORTHOPEDIC HOSPITAL, LTD.	149118
Osceola Community Hospital, Inc.	148958
OSCEOLA REGIONAL HOSPITAL, INC.	149036
Osceolasc LLC	148689

OU Medicine, Inc.	114630
Our Lady of Bellefonte Hospital, Inc.	65155
Our Lady of Lourdes Regional Medical Center, Inc.	147632
Our Lady of the Angels Hospital, Inc.	147628
Our Lady of the Lake Hospital, Inc.	147666
OVIEDO MEDICAL CENTER, LLC	149037
Owensboro Health, Inc.	113671
Paintsville Hospital Company, LLC	148880
Palestine Principal Healthcare Limited Partnership	149213
Palm Bay Hospital, Inc.	148901
Palm Beach Gardens Community Hospital, Inc.	148646
PALMS WEST HOSPITAL LIMITED PARTNERSHIP	149039
Park Nicollet Methodist Hospital	148936
PARKRIDGE MEDICAL CENTER, INC.	149088
Pascack Valley Hospital, LLC	149259
Patients' Choice Medical Center of Erin, Tennessee	37482
Patients' Choice Medical Center of Humphreys County, LLC	35151
Pearl River County Hospital & Nursing Home	149166
Petersburg Hospital Company, LLC	148762
PHC-Cleveland, Inc.	149214
PHC-Elko, Inc.	149215
PHC-Fort Mohave, Inc.	149216
PHC-Fort Morgan, Inc.	149217
PHC-Las Cruces, Inc.	149218
PHC-Los Alamos, Inc.	149219
Phillips Hospital Company, LLC	148868
Physicians Surgical Hospitals, LLC	149257
Piedmont Athens Regional Medical Center, Inc.	149296
Piedmont Henry Hospital, Inc.	149298
Piedmont Hospital, Inc.	149297
Piedmont Mountainside Hospital, Inc.	149302
Piedmont Newnan Hospital, Inc.	149303
Piedmont Newton Hospital, Inc.	149304
Piedmont Rockdale Hospital, Inc.	149305
Piedmont Walton Hospital, Inc.	149306
Pikeville Medical Center, Inc.	148844
PineLake Regional Hospital, LLC	149220
Piney Woods Healthcare System, L.P.	148759
Pitt County Memorial Hospital, Incorporated	148987
Pittsburg Hospital, LLC	149267
Placentia-Linda Hospital, Inc.	148610

PLANTATION GENERAL HOSPITAL, L.P.	149031
Pocatello Hospital, LLC	149261
POINCIANA MEDICAL CENTER, INC.	149040
Pontotoc Health Services, Inc.	149161
Poplar Bluff Regional Medical Center, LLC	148713
Port Charlotte HMA, LLC	148680
Portage Hospital, LLC	149221
Porter Hospital, LLC	148697
Potomac Valley Hospital of W. Va., Inc.	148831
PRHC-Ennis, L.P.	149222
Princeton Community Hospital Association, Inc.	148849
Professional Resource Management of Rabun, LLC	148795
Progressive Medical Management of Batesville	148893
ProMedica Health System, Inc.	146184
Providence Hospital, LLC	149223
Providence St. Joseph's Health	146688
PULASKI COMMUNITY HOSPITAL, INC.	149133
Punta Gorda HMA, LLC	148686
PUTNAM COMMUNITY MEDICAL CENTER OF NORTH FLORIDA, LLC	149041
QHG of Enterprise, Inc.	148661
QHG of South Carolina, Inc.	148733
Quitman County Hospital, LLC	148912
Quitman Hospital, LLC	149268
Raleigh General Hospital, LLC	149224
RAPIDES HEALTHCARE SYSTEM, L.L.C.	149067
RCCH Trios Health, LLC	149225
RCHP Billings-Missoula, LLC	149226
RCHP-Florence, LLC	149227
RCHP-Ottumwa, LLC	149228
RCHP-Sierra Vista, Inc.	149229
RCHP-Wilmington, LLC	149230
Red Bud Illinois Hospital Company, LLC	148874
Redmond Park Hospital, LLC	149057
Regional Health Services Foundation	148962
Regions Hospital	148938
Rehabilitation Hospital, LLC	149270
Resolute Hospital Company, LLC	148624
RESTON HOSPITAL CENTER, LLC	149135
Reynolds Memorial Hospital, Inc	148826
RHN Clark Memorial Hospital, LLC	149231
RHN Scott Memorial Hospital, LLC	149232

River Oaks Hospital, LLC	148708
Riverton Memorial Hospital, LLC	149233
Riverview Medical Center, LLC	149234
ROH, LLC	148709
Roswell Hospital Corporation	148818
Rush Health Systems, Inc.	149167
Russellville Holdings, LLC	149235
Russellville Hospital, Inc.	148891
Russellville Hospital, Inc.	146124
RUSTON LOUISIANA HOSPITAL COMPANY, LLC	148700
Sacred Heart Health Services	148943
Sage LTAC, LLC	146134
Saint Elizabeth Medical Center, Inc.	148807
Saint Francis Health System Inc.	115605
Saint Francis Healthcare System	148906
Saint Francis Hospital - Bartlett, Inc.	148633
Saint Francis Hospital Muskogee, Inc.	116210
Saint Francis Hospital South, LLC	115381
Saint Francis Hospital Vinita, Inc.	115638
Saint Francis Hospital, Inc.	112617
Saint Joseph Health System, Inc.	148928
Salem Hospital Corporation	148714
Saline Hospital, LLC	149236
San Angelo Hospital, L.P.	148755
San Jose Medical Center, LLC	149007
San Miguel Hospital Corporation	148882
Sanford Bismarck	148974
Sanford Health Network	148971
Sanford Health Network North	148973
Sanford Health of Northern Minnesota	148972
Sanford Medical Center	148976
Sanford Medical Center Fargo	148975
Sarasota County Public Hospital District d/b/a Sarasota Memorial Healthcare System	627852
Sarasota County Public Hospital District d/b/a Sarasota Memorial Healthcare System	624513
Sarasota County Public Hospital District d/b/a Sarasota Memorial Healthcare System	624514
Sarasota County Public Hospital District d/b/a Sarasota Memorial Healthcare System	624515
Sarasota County Public Hospital District d/b/a Sarasota Memorial Healthcare System	624491

Sarasota County Public Hospital District d/b/a Sarasota Memorial Healthcare System	624495
Sarasota County Public Hospital District d/b/a Sarasota Memorial Healthcare System	624502
Sarasota County Public Hospital District d/b/a Sarasota Memorial Healthcare System	618482
Sarasota County Public Hospital District dba Sarasota Memorial Healthcare System	147246
SARASOTA DOCTORS HOSPITAL, INC.	149017
Sarasota Memorial Hospital	179
Sarasota Memorial Hospital	103
Savannah Health Services, LLC	149055
Scranton Hospital Company LLC	148729
Scranton Quincy Hospital Company, LLC	148728
Sebasticook Valley Health	148985
SEBRING HEALTH SERVICES, LLC	149022
Seminole HMA, LLC	148725
Sharkey-Issaquena Community Hospital and Nursing Home	149168
Shelby County Healthcare Corporation	148894
Shelbyville Hospital Company, LLC	148747
Sierra Vista Hospital, Inc.	148606
Siloam Springs Arkansas Hospital Company, LLC	148671
Singing River Health System	148602
Sioux Center Health	148959
Skaggs Community Hospital Assn.	148853
Smyth County Community Hospital	148805
South Broward Hospital District d/b/a Memorial Healthcare System	88984
South Central Regional Medical Center	149169
South Florida Baptist Hospital, Inc.	149292
South Shore Hospital Corporation	148916
Southeastern Psychiatric Management, Inc.	146544
Southern Hills Medical Center, LLC	149076
Southern Illinois Health Care Foundation, Inc. d/b/a SIHF Healthcare	149288
Southern Tennessee Medical Center, LLC	149237
Southwest Mississippi Regional Medical Center	135445
Southwestern Illinois Health Facilities, Inc	114620
Southwestern Medical Center, LLC	149238
Sparks Family Hospital, Inc.	149144
Spotsylvania Medical Center, Inc.	149136
Spring View Hospital, LLC	149239
St. Anthony's Hospital, Inc.	149293
St. Barnabas Health System Bronx NY	147243

St. Benedict Health Center	148946
St. Claire Medical Center, Inc.	148808
St. David's Healthcare Partnership, L.P., LLP	149104
St. Dominic-Jackson Memorial Hospital	147629
St. Francis Health System	121320
St. Francis Health, LLC	149240
St. Francis Hospital, Inc	65167
St. Francis Medical Center	42375
St. Francis Medical Center, Inc.	147638
St. John's Riverside Hospital	121335
St. Joseph Health System, LLC	148699
St. Joseph Hospital, LLC	149241
St. Joseph's Hospital of Buckhannon, Inc.	148829
St. Joseph's Hospital, Inc.	149294
St. Joseph's/Candler Health System, Inc.	145910
St. Mary's Medical Center, Inc.	148647
St. Michael's Hospital, Inc.	148954
Starke HMA, LLC	148685
Statesville HMA, LLC	148717
Stonewall Jackson Memorial Hospital Company	148842
Summerlin Hospital Medical Center, LLC	148920
Sumner County Hospital District No 1	147763
Sumner Regional Medical Center, LLC	149242
SUN CITY HOSPITAL, INC.	149043
Sunflower County , Mississippi, Districts 1, 2 & 3 (Board of Supervisors)	148914
Sunrise Hospital and Medical Center, LLC	149077
Sunrise MountainView Hospital, Inc.	149075
SV Healthcare System, Inc.	148645
T.J. Samson Community Hospital	148930
Takoma Regional Hospital, Inc.	148806
TALLAHASSEE MEDICAL CENTER, INC.	149014
Taylor County Hospital District Health Facilities Corporation	148857
Taylor Regional Hospital, Inc.	41770
Temecula Valley Hospital, Inc.	149150
Tenet Hospitals, Ltd.	148614
TERRE HAUTE REGIONAL HOSPITAL, L.P.	149060
The Aroostook Medical Center	148977
The Blount County Health Care Authority	146103
The Blue Hill Memorial Hospital	148978
The Charles Town General Hospital	148830
The Harrison Memorial Hospital, Inc.	148856

The Health Care Authority of Haleyville and Winston County, AL	146131
The Healthcare Authority of Winfield, Alabama	146116
The Jackson County Health Care Authority	145946
The Lawrence County Health Care Authority	146075
The Lutheran Foundation, Inc.	148693
The Medical Center at Clinton County, Inc.	148811
The Medical Center at Franklin, Inc.	148812
The Medical Center, Inc.	149299
The Orthopedic Hospital at Parkview North, LLC	148698
The Outer Banks Hospital, Inc.	148995
The Titusville Area Hospital	148597
The Villages Tri-County Medical Center, Inc.	148821
Thomas Health System, Inc.	148908
TIMPANOGOS REGIONAL MEDICAL SERVICES, INC.	149127
Tippah County Hospital	148798
Tishomingo Health Services, Inc.	149163
Tooele Hospital Corporation	148888
Topeka Hospital, LLC	149262
TPG Hospital, LLC (DBA Northwest Surgical Hospital)	115691
Triad of Alabama, LLC	148660
Trident Medical Center, LLC	149087
Trousdale Medical Center, LLC	149243
Trustees of Mease Hospital, Inc	149290
Tucson Medical Center	146387
Tullahoma HMA, LLC	148745
Tunkhannock Hospital Company, LLC	148730
Twin Cities Community Hospital, Inc.	148605
Tyler Regional Hospital, LLC	149269
UHS of Oklahoma, LLC	149149
UHS of Texoma, Inc.	149151
UHS-Corona, Inc.	149140
United Hospital Center, Inc.	148823
Universal Health Services of Rancho Springs, Inc	149148
University Health Services, Inc.	149310
University Health System, Inc.	149309
UNIVERSITY HEALTHCARE SYSTEM L.C.	149068
UNIVERSITY HOSPITAL, LTD.	149046
University McDuffie County Regional Medical Center, Inc.	149311
Valley Health System LLC	148919
Valley Hospital Medical Center, Inc.	148917
Van Buren HMA, LLC	148672

Vanderbilt University Medical Center	214811
Vaughan Regional Medical Center, LLC	149244
Venice HMA, LLC	148679
VHS Acquisition Subsidiary Number 1, Inc.	148617
VHS Acquisition Subsidiary Number 3, Inc.	148626
VHS Acquisition Subsidiary Number 9, Inc.	148644
VHS Brownsville Hospital Company, LLC	148622
VHS Children's Hospital of Michigan, Inc.	148632
VHS Detroit Receiving Hospital, Inc.	148631
VHS Harlingen Hospital Company, LLC	148621
VHS Huron Valley-Sinai Hospital, Inc.	148629
VHS of Arrowhead, Inc.	148616
VHS of Illinois, Inc.	149000
VHS San Antonio Partners, LLC	148623
VHS Sinai-Grace Hospital, Inc.	148630
VHS West Suburban Medical Center, Inc.	148627
VHS Westlake Hospital, Inc.	148628
Vicksburg Healthcare, LLC	148703
Victoria of Texas, L.P.	148753
Viera Hospital, Inc.	148902
Virginia Commonwealth University Health System Authority (VCUHS)	148970
Wagner Community Memorial Hospital	148955
Walterboro Community Hospital, Inc.	149085
Warsaw Health System, LLC	148692
Watertown Medical Center, LLC	149245
Waukegan Illinois Hospital Company, LLC	148870
Weatherford Health Services, LLC	149115
Webster Health Services, Inc.	149162
Weirton Medical Center, Inc.	148905
Wellington Regional Medical Center, LLC	149152
Wellmont Health System	148799
Wesley Health System, LLC	148706
Wesley Medical Center, LLC	149063
West Boca Medical Center, Inc.	148650
WEST FLORIDA - MHT, LLC	149030
WEST FLORIDA - PPH, LLC	149038
WEST FLORIDA REGIONAL MEDICAL CENTER, INC.	149047
West Harrison Hospital District	148862
WEST HILLS HOSPITAL	149009
WEST VALLEY MEDICAL CENTER, INC.	149059
West Virginia University Hospitals, Inc.	148822

West Volusia Hospital Authority	627957
West Volusia Hospital Authority	627956
West Volusia Hospital Authority	627958
West Volusia Hospital Authority	627960
West Volusia Hospital Authority	89648
West Volusia Hospital Authority	43254
Western Reserve Hospital, LLC	115133
Westfields Hospital, Inc.	148937
Wetzel County Hospital Association	148828
Wheeling Hospital, Inc.	148909
White County Medical Center	148596
White River Health System, Inc.	148599
Willamette Valley Medical Center, LLC	149246
Williamston Hospital Corporation	148885
Winnie Community Hospital, L.L.C	148915
Winston Medical Center	49450
Winter Haven Hospital, Inc	149295
Woman's Hospital Foundation	148598
Woodford Hospital, LLC	149247
Woodward Health System, LLC	148726
Wyoming Valley Care Systems, Inc.	148731
Wythe County Community Hospital, LLC	149248
Yale New Haven Health Services Corporation	113503
Yuma Regional Medical Center	148913

EXHIBIT B

Hospitals in Class 4 (Non-Federal Domestic Governmental Entity Claims))

Claimant Name	Claim No.
Acadia-St. Landry Hospital Service District d/b/a Acadia-St. Landry Hospital	115200
Bexar County Hospital District	147340
Bexar County Hospital District	75156
Bibb County Healthcare Authority	148789
Bowdle Healthcare Foundation	148969
Candler County Hospital Authority	148925
Citizens Memorial Hospital District	148904
Clarksdale HMA, LLC	148896
Clay County Healthcare Authority	146520
Clinch County Hospital Authority	148926
Colquitt County Hospital Authority	149001
Comanche County Hospital Authority	146510
Cullman Regional Medical Center, Inc.	146203
D.W. McMillan Memorial Hospital	148793
Dale Medical Center	148790
Dallas County Hospital District	148848
DCH Health Care Authority	148851
Dodge County Hospital Authority d/b/a Dodge County Hospital	49499
Elberton-Elbert County Hospital Authority	148999
Evans Memorial Hospital, Inc.	38782
Floyd Valley Hospital Foundation	148956
Geneva County Healthcare Authority, Inc.	148797
Gonzales Healthcare Systems, Inc.	149156
Goodland Regional Medical Center	147766
Greene County Hospital	148791
Guadalupe Regional Medical Center	148784
Habersham County Hospital, Georgia	136480
Health Care Authority of Clarke County, Alabama	148786
Healthcare Authority for the City of Anniston	146024
Hennepin Healthcare System, Inc.	148932
HH Health System-Athens Limestone, LLC	146004
HH Health System-Marshall, LLC	146068
HH Health System-Morgan, LLC	145975
HH Health System-Shoals, LLC	146011
Hospital Authority of Baxley and Appling County d/b/a Appling Health Care System	49033

Hospital Authority of Bleckley County d/b/a Bleckley Memorial Hospital	41812
Hospital Authority of the City of Bainbridge and Decatur County	149003
Hospital Service District No. 1 of the Parish of Avoyelles, State of Louisiana, d/b/a Bunkie General Hospital	93915
Hospital Service District No. 1 of The Parish of LaSalle, State of Louisiana, d/b/a Hardtner Medical Center	94168
J. Paul Jones Hospital, Inc.	149158
Jackson County Hospital District	134462
Kershaw County, South Carolina and the Kershaw County and the Kershaw County Hospital Board A/K/A Kershawhealth D/B/A Health Services District of Kershaw County	147847
Kershaw Hospital, LLC	149204
Lakes Regional Healthcare Foundation	148961
Marshall Medical Centers	147118
Mason Hospital District, Mason County, IL	143798
Massac Memorial, LLC	148910
Medical University Hospital Authority	39088
Mitchell County Hospital	147764
Monroe County Healthcare Authority	135438
North Caddo Hospital Service District d/b/a North Caddo Medical Center	147503
North Oaks Medical Center, LLC	86787
Ochiltree County Hospital District	149165
Opelousas General Hospital Authority, a Louisiana Public Trust, d/b/a Opelousas General Health System	112853
Palo Pinto County Hospital District	148787
Parish Hospital Service District for the Parish of Orleans - District A	143973
Patients' Choice Medical Center of Claiborne, LLC	35110
Pipestone Medical Clinic	148960
Pointe Coupee Parish Health Services District Number 1	15998
Rawlins County Health Center	147770
Redfield Community Memorial Hospital and Clinic Foundation, Inc.	148964
Slidell Memorial Hospital	147471
SLIDELL MEMORIAL HOSPITAL	67993
Southeast Georgia Health Services, LLC	149056
St. Tammany Parish Hospital Service District No. 1, d/b/a St. Tammany Health Systems	147447
Tarrant County Hospital District	144955
The Colbert County-Northwest Alabama Health Care Authority	146015
The Health Care Authority for Baptist Health, an Affiliate of UAB Health System	148655
The Health Care Authority of Athens and Limestone County	146027

The Health Care Authority of Cullman County	147222
The Health Care Authority of Morgan County - City of Decatur	146000
The Health Care Authority of The City of Huntsville	145978
The Hospital Authority of Valdosta and Lowndes County, Georgia	145866
The Hospital Authority of Wayne County, Georgia	144114
The Marshall County Health Care Authority	145979
The MetroHealth System	94348
The Sylacauga Health Care Authority	148861
Tombigbee Healthcare Authority	148796
Troy Hospital Healthcare Authority	146525
UAB Health System	149312
WAYNE COUNTY GENERAL HOSPITAL (MISSISSIPPI)	38819
Webster County Memorial Hospital, Inc.	148836
West Ascension Hospital Service District d/b/a Prevost Memorial Hospital	144097
West Wharton County Hospital District	149153
William Newton Memorial Hospital	88889
Yalobusha County, MS General Hospital	143228
Yalobusha County, MS General Hospital	38809

EXHIBIT C

Non-Hospitals in Class 7 (Healthcare Provider Claims)

Claimant Name	Claim No.
1 Method Center	146733
A Change INto Recovery	145873
A Forever Recovery	146794
A Safe Haven Foundation	70039
AAC Holdings, Inc.	146622
Aaron E. Henry Community Health Services, Inc	615979
Acorn Addiction Center, Indianapolis, IN	616137
Acqua Recovery	145883
Ambrose of NJ, Medford, NJ	615970
Amhealth Behavioral Inc.	146176
A-MMED Ambulance, Inc., d/b/a A-MED Ambulance Service	116196
ApolloMD Business Services, LLC	147264
Aquila Recovery Clinic	145878
Aquila VA	145893
Arcadia Trails	114571
Asana Recovery	146183
Aspen Ridge North	145969
Aspen Ridge Recovery	145909
ATON CENTER, INC.	146179
Awakening Behavioral Health	146186
Awakenings Rehabilitation, Inc	146793
Beaches Recovery	146182
Behavioral Rehabilitation Services, Inc.	146706
Bellator Health Care Management, LLC	146043
Bellefonte Physician Services, Inc.	65152
Best Drug Rehabilitation	146791
Beyond the Basics	145963
Bolt Surgery Center	146197
Bon Secours-Virginia Healthsource, Inc	65151
BOULDER INTEGRATED HEALTH LLC DBA: BOLDER LIFE	146199
BRC Recovery Inc.	146200
Bridge House Corporation	116615
Bridging the Gaps Inc.	146384
Bristol SL Holdings	146630
California Prime Recovery	146191
Calument Counseling & Dui Services, Inc	616138

Camcare Health Corp	618540
Camcare Health Corp	147765
Capo Canyon Recovery LLC	146710
Casa Recovery Inc.	146714
CCT-OTC, LLC	146034
Center Point, Inc.	147794
Changing Tides Treatment LLC.	146615
Choices Recovery Inc.	146689
CHP Properties, LLC	146084
Cirque Lodge, Oreau, UT	616013
CNV Detox	146540
Coastline Recovery for Men, Coastline Recovery for Women	146202
Community Based Care of Brevard, Inc. d/b/a Brevard Family Partnership	147797
Community Partnership for Children, Inc.	147796
Companion Home Services, LLC	146135
Comprehensive Alcohol Rehabilitation Programs, Inc.	147219
CROSS TIMBERS HOSPICE	342
Dacco Behavioral Health, Tampa, FL	616006
Delphi Behavioral Health	146570
Denver Womens Recovery	146063
Desert Cove Recovery	147400
Desert Mountain Detox	146067
Diamond House Detox	146071
Disc Village, Tallahassee, FL	616228
ECI Healthcare Partners, LLC	113193
EDCare Management, Inc.	104798
Elite Care, Inc.	146204
Elite Care, Inc.	146391
Etowah-Dekalb-Cherokee Mental Health Board, Incorporated	146090
EVNSQ, Inc.	146074
Faith Recovery Center Inc.	146211
Family Health Care Clinic, Inc	616149
Family Health Care Clinic, PSC	69865
Family Health Care Clinic, PSC	69944
Family Health Care Clinic, PSC as class representative for all similarly-situated rural health clinics under Fed.R.Civ.P. 23	69939
Family Practice Clinic of Booneville, Inc.	65022
Family Practice Clinic of Booneville, Inc. as class representative for all similarly-situated Rural Health Clinics under Fed.R.Civ.P. 23	64973
Fifth Street Counseling Center, Plantation FL	616200

Foster Hill Wellness, Inc.	146216
Freedom House	146917
Freedom Recovery LLC.	146086
Goforth Inspired	146094
Grace Hospice of New Orleans, LLC	145881
Guest House Ocala, LLC	146093
Hansei Solutions	146734
Harmony Hollywood, LLC	146609
Health Care & Rehab Services Southeastern Vermont, Inc.	147799
Health Help Incorporated	147767
Henry J Austin Health Center Inc.	147761
High Watch Recovery Center	147386
Homedica of Louisiana, LLC	146130
Ignite Teen Treatment, LLC	146112
I-Kare Treatment Center, LLC	49509
Imperial Healing Estate	146104
Infinity Behavioral Health Group	146502
Infinity Behavioral Health Services	614549
Infinity Behavioral Health Services	146461
Inland Detox Inc.	615901
Integris ProHealth, Inc.	115477
Integrity Billing	146581
iRecover Treatment Centers Inc. DBA: Serenity Palms	146117
Ivy Healthcare, LLC	146327
J. Herndons, LLC dba Addiction Therapeutic Services	146840
JBRC Medcial Group LLC	73885
JBRC Medical Group Center, LLC.	147748
JBRC Medical Group Center, LLC.	70224
JBRC Medical Group Center, LLC.	73860
JBRC Medical Group LLC	147323
JBRC Medical Group LLC	147329
JBRC Medical Group LLC	147331
JBRC Medical Group LLC	147504
JBRC Medical Group LLC	147508
JBRC Medical Group LLC	147514
JBRC Medical Group LLC	147712
JBRC Medical Group LLC	147714
JBRC Medical Group LLC	147717
JBRC Medical Group LLC	70030
JBRC Medical Group LLC	73873
JBRC Medical Group LLC	70009

JBRC Medical Group LLC	70227
JBRC Medical Group LLC	73683
JBRC Medical Group LLC	70081
JBRC Medical Group, LLC	89103
JBRC Medical Group, LLC	147669
JBRC Medical Group, LLC	147704
JBRC Medical Group, LLC	147724
JBRC Medical Group, LLC	147728
JBRC Medical Group, LLC	147746
JBRC Medical Group, LLC	70090
JBRC Medical Group, LLC	70196
JBRC Medical Group, LLC	70213
JBRC Medical Group, LLC	73685
JBRC Medical Group, LLC.	147174
JBRC Medical Group, LLC.	147266
JBRC Medical Group, LLC.	147278
JBRC Medical Group, LLC.	147281
JBRC Medical Group, LLC.	147288
JBRC Medical Group, LLC.	147291
JBRC Medical Group, LLC.	147295
JBRC Medical Group, LLC.	147301
JBRC Medical Group, LLC.	147356
JBRC Medical Group, LLC.	147375
JBRC Medical Group, LLC.	147418
JBRC Medical Group, LLC.	147421
JBRC Medical Group, LLC.	147429
JBRC Medical Group, LLC.	89044
JBRC Medical Group, LLC.	147674
JBRC Medical Group, LLC.	147680
JBRC Medical Group, LLC.	147740
JBRC Medical Group, LLC.	147742
JBRC Medical Group, LLC.	73673
JBRC Medical Group, LLC.	73676
JBRC Medical LLC	89642
JBRC Medical LLC	70063
JRBC Medical Group LLC	70031
Just Believe Recovery Center LLC	147713
Just Believe Recovery Center LLC	69976
Just Believe Recovery Center LLC	70008
Just Believe Recovery Center LLC	70091
Just Believe Recovery Center of Port Saint Lucie LLC	147325

Just Believe Recovery Center of Port Saint Lucie LLC	147512
Just Believe Recovery Center of Port Saint Lucie LLC	147519
Just Believe Recovery Center of Port Saint Lucie LLC	147521
Just Believe Recovery Center of Port Saint Lucie LLC	89639
Just Believe Recovery Center of Port Saint Lucie LLC	147710
Just Believe Recovery Center of Port Saint Lucie LLC	147716
Just Believe Recovery Center of Port Saint Lucie LLC	70179
Just Believe Recovery Center of Port Saint Lucie LLC	73730
Just Believe Recovery Center of Port Saint Lucie LLC	75115
Just Believe Recovery Center of Port Saint Lucie LLC	73804
Just Believe Recovery Center of Port Saint Lucie LLC	70085
Just Believe Recovery Center of Port Saint Lucie LLC	73743
Just Believe Recovery Center of Port Saint Lucie LLC	73902
Just Believe Recovery Center of Port Saint Lucie, LLC	147678
Just Believe Recovery Center of Port Saint Lucie, LLC.	147270
Just Believe Recovery Center of Port Saint Lucie, LLC.	147279
Just Believe Recovery Center of Port Saint Lucie, LLC.	147287
Just Believe Recovery Center of Port Saint Lucie, LLC.	147289
Just Believe Recovery Center of Port Saint Lucie, LLC.	147293
Just Believe Recovery Center of Port Saint Lucie, LLC.	147294
Just Believe Recovery Center of Port Saint Lucie, LLC.	147296
Just Believe Recovery Center of Port Saint Lucie, LLC.	147297
Just Believe Recovery Center of Port Saint Lucie, LLC.	147300
Just Believe Recovery Center of Port Saint Lucie, LLC.	147366
Just Believe Recovery Center of Port Saint Lucie, LLC.	147423
Just Believe Recovery Center of Port Saint Lucie, LLC.	147433
Just Believe Recovery Center of Port Saint Lucie, LLC.	147445
Just Believe Recovery Center of Port Saint Lucie, LLC.	147652
Just Believe Recovery Center of Port Saint Lucie, LLC.	147672
Just Believe Recovery Center of Port Saint Lucie, LLC.	147707
Just Believe Recovery Center of Port Saint Lucie, LLC.	147725
Just Believe Recovery Center of Port Saint Lucie, LLC.	147726
Just Believe Recovery Center of Port Saint Lucie, LLC.	89591
Just Believe Recovery Center of Port Saint Lucie, LLC.	147745
Just Believe Recovery Center of Port Saint Lucie, LLC.	73702
Just Believe Recovery Center of Port Saint Lucie, LLC.	73719
Just Believe Recovery Center of Port Saint Lucie, LLC.	73731
Just Believe Recovery Center of Port Saint Lucie, LLC.	73734
Just Believe Recovery Center of Port Saint Lucie, LLC.	73798
Just Believe Recovery Center of Port Saint Lucie, LLC.	89201
Just Believe Recovery Center of Port Saint Lucie, LLC.	89035

Just Believe Recovery Center, LLC	70222
Just Believe Recovery Center, LLC	73789
Just Believe Recovery Center, LLC	73851
Just Believe Recovery Center, LLC.	89574
Just Believe Recovery Center, LLC.	147280
Just Believe Recovery Center, LLC.	147285
Just Believe Recovery Center, LLC.	147663
Just Believe Recovery Center, LLC.	89623
Just Believe Recovery Center, LLC.	73649
Kids First of Florida, Inc.	147800
Lab Express LLC	146662
Lake Hughes Recovery Estates Inc, DBA First Responders First	146218
Lake Hughes Recovery, Inc.	146217
Lakeview Center, Inc.	147802
LifeSpring, Inc,	147769
Living Rebos LLC	146219
Los Angeles Recovery Centers	146611
Malibu Behavioral Health Services	146224
Mercy House Teen Challenge	43312
Mercy Medical, Kankakee, IL	616001
Mia Health Group	11722
Narconon Suncoast, Inc.	146725
New Balance OM, Merrillville, IL	616134
New Found Life	147393
New Freedom Recovery Center LLC.	146101
New Orleans Mission, Inc.	57380
Newman's Medical Services, INC.	121181
Niznik Behavioral Health	146227
NOLA SJH II, LLC	146154
Northeast Kingdom Human Services, Inc.	75143
OC Revive	146229
Pacific Recovery Solutions	146232
PCI Westlake Centers	146230
Perspectives II	146100
Perspectives III	146119
Phoenix House Mid Atlantic	146612
Porter-Starke Services Inc	117140
POSC of Orange	146225
Primary Purpose Center, Inc.	57006
Project New Start, Inc.- New Life Church of God (similarly situated as Creditor Mercy House Teen Challenge)	74462
Rancho Milagro Recovery, Inc.	146756

Rayl Enterprises, Inc.	147381
Renaissance Ranch	146599
Renaissance Recovery	146237
Resurgence Behavioral Health	146505
Riverbend Center for Mental Health	146111
RMP Enterprises, LLC, Port St Lacie, FL	616179
Roots Counseling Services, LLC	147383
Royal Life Centers, Del Ray Beach, FL	616136
RS Medical Inc	12325
Safe Harbor Treatment center	147066
SAFE HAVEN RECOVERY , INC.	146676
Saint Francis Outreach Services, LLC	111648
Saint Francis Pharmacy Services, Inc.	115470
Schumacher Group of Arkansas, Inc.	113233
Schumacher Medical Corporation	111462
Schumacher Medical Corporation of Alabama, Inc	113166
Sea Change Santa Monica, LP d/b/a Sea Change Recovery	146236
Serenity Springs Recovery	146121
Silicon Beach Outpatient Center	146235
Silver Lining Recovery Center DBA: Recovery BLVD	146115
Silver Sands Recovery, LLC	146127
Singing River Mental Health/Mental Retardation Services Region XIV Commission	146256
Sober Life Recovery Solutions	146500
South Coast Counseling	146242
South Florida Behavioral Health Network	43214
South Florida Recovery, Greenacers, FL	616097
Southern California Recovery, LLC, Beverly Hills, CA	616133
St. Francis Physician Services, Inc.	65188
St. Joseph Hospice & Palliative Care-Northshore, LLC	145907
St. Joseph Hospice and Palliative Care of Monroe, LLC	145889
St. Joseph Hospice of Acadiana, LLC	145861
St. Joseph Hospice of Bayou Region	145870
St. Joseph Hospice of Cenla, LLC	145887
St. Joseph Hospice of Houston, LLC	145950
St. Joseph Hospice of South Alabama, LLC	145973
St. Joseph Hospice of Southern Mississippi, LLC	145929
St. Joseph Hospice of Southwest Louisiana, LLC	145991
St. Joseph Hospice of West Mississippi, LLC	145935
St. Joseph Hospice, LLC	145857
St. Vincent Charity Medical Center (& Rosary Hall)	135459
Stat Home Health Florida Panhandle, LLC	146030

Stat Home Health Houston Bellaire, LLC	146059
Stat Home Health Houston, LLC	146060
Stat Home Health of Cenark, LLC	146161
Stat Home Health of Northwest Louisiana, LLC	146062
Stat Home Health of Southeast Louisiana, LLC	146155
Stat Home Health of Southwest Louisiana, LLC	146057
Stat Home Health, LLC	145994
Stat Home Health-North, LLC	146016
Stat-Home Health-West, LLC	146025
Stepping Stones of San Diego	146128
Sterling Group Physician Services, LLC	111669
Summit Behavioral Health of Arizona, LLC	146240
Summit County Women's Recovery	147160
Summit Estate Recovery Center	147081
Sunshine Behavioral Health Group	103587
Surf City Recovery	146351
Surf City Recovery	146132
The Bloc Outpatient	147161
The Carpenter Hospice of Northwest Louisiana, LLC	135435
The Counseling Service of Addison County, Inc.	147798
The Heights Treatment, LLC	146454
The Marshall-Jackson Mental Health Board, Inc.	146096
The Physicians' Group, LLC	114102
The Schumacher Group of Colorado, Inc.	111459
The Schumacher Group of Florida, Inc.	111659
The Schumacher Group of Illinois, Inc.	113214
The Schumacher Group of Indiana, Inc.	104479
The Schumacher Group of Kentucky, Inc.	113111
The Schumacher Group of Louisiana, Inc.	111664
The Schumacher Group of Michigan, Inc.	111614
The Schumacher Group Of Mississippi, Inc	111623
The Schumacher Group of Missouri, Inc.	111647
The Schumacher Group of Montana, Inc.	103471
The Schumacher Group of Nevada, Inc.	110721
The Schumacher Group of New Jersey, Inc.	113208
The Schumacher Group of New Mexico, Inc.	103768
The Schumacher Group of New York, Inc.	103786
The Schumacher Group of North Carolina, Inc.	111644
The Schumacher Group of Ohio, Inc.	113163
The Schumacher Group of Oklahoma, Inc.	111665
The Schumacher Group of Pennsylvania, Inc.	111643

The Schumacher Group of South Carolina, Inc.	112736
The Schumacher Group of Tennessee, Inc.	103830
The Schumacher Group of Texas, Inc.	103812
The Schumacher Group Of Virginia, Inc	111629
The Schumacher Group Of Washington, Inc	111468
The Schumacher Group Of West Virginia, Inc	111635
The Well Recovery Partners	146579
The Well Recovery Partners	146651
Transcend Living, Inc.	147103
Transitions Recovery Program	121354
Triad Health Systems Inc	69941
Triad Health Systems, Inc. as class representative for all similarly-situated Federally Qualified Healthcare Systems and Clinics under Fed.R.Civ.P. 23	73811
True Accountability LLC	147159
Volunteers of America Mid-States, Inc. and Subsidiaries	146804
Warren Clinic, Inc.	115308
Wavelengths Recovery LLC	147158
Wellstone, Inc.	146309
Westside Treatment, LLC.	146483
Y and Y Recovery	146663

EXHIBIT D

MSGE Fee Allocation Agreement

**Rule 408 Settlement Communication – Privileged and Confidential –
Cannot be used for any purpose except settlement discussion**

PEC/MSGE Fee Allocation Agreement – October 9, 2020

1. This agreement applies to [redacted] the allocation of attorneys' fees for outside counsel in connection with the Purdue bankruptcy.

2. [redacted] one singular "all attorneys' fees" fund [redacted] shall be deposited (as the funds are received) into an interest-bearing account to cover all attorneys' fees for any lawyer involved in opioid litigation on behalf of governmental entities/political subdivisions that agree to the terms of this agreement, whether a member of the PEC in the national opioids MDL or not. The fund does NOT cover fees for lawyers related to representing state Attorneys General, hospitals, third party payers, NAS babies, and/or personal injury/wrongful death claimants, or any other entity except governmental entities/political subdivisions, as payment of fees for those engagements will be subject to a different procedure and/or the claims are not covered by this agreement

3. Any fees awarded for such outside counsel in the Purdue bankruptcy will likewise be deposited into a separate single interest-bearing account described in paragraph 2 above. The Purdue fees will be used to cover (and will likewise exclude fees set forth in paragraph 2 above) the same group of attorneys as described in paragraph 2 above.

4. This is a voluntary procedure for those attorneys or firms who are eligible to apply to the fund. If any law firm/attorney (the "applicant") chooses to apply, doing so will require him or her to certify on behalf of himself, herself and his or her law firm that the application to the fund is in lieu of enforcing any contingency fee retention agreement they may have with any government entity/political subdivision opioid litigation client(s), excluding those clients excluded in paragraph 2 above. Participation in this fund, however, does not preclude applicants from participating in any fee funds or "backstops" established in state specific MOU's or agreements, so long as such participation, or anticipation of such participation, is fully disclosed to the arbiters as further described herein. Moreover, applicants knowingly and expressly waive any appellate rights except those described herein and waive the ability to assert the lack of enforceability of the allocation reached through the arbitration procedures outlined herein.

5. The fund is intended to be used to pay fees to applicants (and their respective law firms) who have (a) contributed "common benefit" work to the litigation and settlement at issue; or, (b) valid and enforceable contingency agreements with litigating clients who had pending cases against the settling defendants in either state or federal court (or both) as of the date of August 21; or, (c) who fall into both categories (a) and (b). Awards from the fund will be made via binding arbitration by a three-arbitrator Panel comprised of: David R. Cohen, Randi S. Ellis, and Hon. David R. Herndon (ret.). The payment of fees shall be handled in accordance with the terms of the final settlement documents (i.e., they may be paid over time as funds are paid into the fee account). The fee fund shall be administered by an administrator who shall pay fee awards as directed by the Panel or Judge Polster with regard to the 12.5% as referenced in Paragraph 9 below.

6. The arbiters shall ultimately establish the rules for the arbitration process and the submission of fee applications, including the submission of documentary and/or other evidence; interviews with applicants and/or other counsel that they deem appropriate, and other means of creating a record upon which fee awards will be based and for any appeal taken in accordance with the intentions of this document. [redacted] Fee awards made by the Panel with respect to the Purdue bankruptcy portion of the fee fund shall be appealable solely to Judge Drain of the United States Bankruptcy Court for the Southern District of New York (under an abuse of discretion standard) who has final authority over the Purdue portion of any fee awards.

7. [redacted]

8. Notwithstanding Judge Polster's oversight and appellate authority, and his jurisdiction to enforce the fee allocations derived through this process, participation in the fund process shall not create broader general federal jurisdiction, equitable or otherwise, over applicants to the fund who are not otherwise subject to federal jurisdiction, nor shall the fund require participation by any applicant or its client(s) in an involuntary class action or the signing of a participation agreement as part of the criteria for participating in the fund. The Panel or Judge Polster, as the case may be, however, may request the execution of a document or a certification with respect to representations or statements made to the Panel or on appeal from the Panel's decision in order to participate in this fee process.

9. [redacted]

10. Any appeal to Judge Drain of the Purdue bankruptcy portion of the fee fund will also be subject to an abuse of discretion standard, however there will be no "hold back" of funds out of the Purdue bankruptcy portion of the fee fund, and it is anticipated that the arbiters will allocate the entirety of the Purdue bankruptcy portion of the fee fund. Judge Drain's determination of any appeal is final and binding. With regard to the Purdue fees, any appeal to Judge Drain shall be made within twenty-eight (28) days of the Panel decision as to any

applicant, and no payments shall be made until the appeal to Judge Drain has been concluded.

11. With respect to the entirety of the fee funds [redacted] and the Purdue bankruptcy portion, the arbiters will be asked to give consideration to the *Johnson* factors, as well as the following factors in reaching their determination (which factors may be applied and given relative weight in the arbiters' collective discretion):(a) the applicant's contemporaneously recorded time and labor dedicated to opioid litigation along with the applicant's financial commitment to the case. Claimed "time" will not be automatically accepted by the arbiters but will be critically reviewed and given substantially more weight and consideration if such time was subject to the audit process described in any Pretrial Order(s) governing the collection of common benefit time; (b) the novelty and complexity of the lawsuit and causes of action asserted by the applicants' client(s); (c) the skill requisite to perform legal services properly and the undesirability of the case,; (d) the preclusion of other employment by the attorney/firm due to time dedication to opioid litigation; (e) the "common benefit," if any, alleged to have been conferred by the attorney/firm and whether such common benefit work product by that attorney/firm was used by others in parallel litigations whether within or outside of the MDL; (f) any contingent fee agreements with clients, the nature and extent of any work for those clients, whether those clients actively litigated and, if so, the nature and procedural history of such case(s); (g) the experience, reputation, and ability of the attorney/firm; (h) whether the attorney/firms' clients brought claims against the settling Defendants; (i) the status of discovery in the cases primarily handled by applicant; (j) the nature of any work by the applicant on "bellwether" cases or cases that were similarly active in litigation; (k) any pressure points successfully exerted by applicants in cases against settling defendants and any risk for settling defendants created by applicants in cases against them; (l) any risk for defendants created by applicants in cases against the settling defendants; (m) successful motion practice in cases worked on by the applicant; (n) the date of filing of any cases filed by the applicant; (o) obtaining consolidation of the litigation in the applicant's jurisdiction; (p) the number and population of entities represented by the applicant and the fees that would have been awarded under the extinguished contingent fee agreements; (q) whether any of the applicants' client entities were bellwether or lead plaintiffs; (r) whether the applicants' clients brought claims against the settling defendants; (s) the status of discovery in the cases primarily handled by the applicant; (t) whether the applicant has had a leadership role in the litigation, whether in state or federal court; (u) whether the applicant has had a leadership role in any negotiations aimed at resolving the litigation; (v) whether the applicant's cases have survived motions to dismiss; (w) and any other factors that the Panel finds to be appropriate to consider after input from fund applicants.

12. To the extent an applicant has already been paid or expects to be paid a fee in connection with a settlement of opioid litigation, the details of such payment must be disclosed to the arbiters prior to the issuance of award.

13. Any applicant claiming that he or she substantially benefited cases other than those in which he or she entered an appearance as counsel must substantiate those claims by proffering factual support, such as proper supporting affidavits and other documents. (See Rubenstein, William B., "Report and Recommendation Addressing Motion for Common Benefit Fund,"

4 & 4 n.5, In re: Nat'l Prescription Opiate Litig., Case: 1:17-md-02804, Doc #: 3319 (June 3, 2020).)

14. It is intention of all parties participating in this fee allocation protocol that there will be total transparency to the arbiters and to fund participants. Any and all monies in attorney's fees, including referral fees, or expenses paid, or promised for payment, to any applicant in any opioid litigation shall be disclosed to the arbitration Panel as a condition of participating in the fund and prior to an award from the Panel. Any payment, expectation of payment or perceived entitlement to participate in a state specific "backstop" agreement plan, or any other agreement reached with a state Attorney General's office or any political subdivision or any other source regarding the payment of fees, must be disclosed to the arbiters. Similarly, any right to payment from any ***other*** fund, for example a fund for payment to lawyers representing Attorneys General or Tribes, or political subdivisions shall be disclosed to the arbiters. Because it is anticipated that there will be multiple firms listed on contingent fee agreements with political subdivisions, the Panel shall establish procedures for who should petition for fees from such groups and to whom the fees shall be paid and thereafter distributed to all co-counsel in accordance with applicable agreements.

15. Other than as set forth above, fees allocated and awarded under the procedure outlined herein shall not be subject to any additional common benefit order or other effort to tax recoveries awarded by the arbitration Panel, except that it is understood that all applicants shall identify for the arbiters, for purposes of this fund only, whether they utilized state litigation work product, or MDL work product, including but not limited ARCOS data, document repositories and deposition transcripts, and whether they signed the MDL participation agreement.

16. The costs associated with the arbitration process are to be funded by the Defendants. If the arbitration process is not funded by the Defendants, the payments will come from the fee funds or the interest thereon.

Joseph Rice
Motley Rice, LLC
(*PEC Co-Lead*)

Paul J. Geller
Robbins Geller
Rudman & Dowd, LLP
(*PEC Member*)

Christopher A. Seeger
Seeger Weiss LLP
(*PEC Member*)

Mikal C. Watts
Watts Guerra, LLP
(*MSGE*)

John B. White, Jr.
Harrison White, PC
(*MSGE*)

F. Jerome Tapley
Cory Watson, PC
(*MSGE*)

Exhibit E

Oklahoma Litigating Political Subdivisions

Atoka County	Beckham County
Caddo County	Choctaw County
Cimarron County	Cleveland County
Coal County	Comanche County
Craig County	Creek County
Custer County	Delaware County
Dewey County	Garvin County
Grady County	Greer County
Harmon County	Harper County
Haskell County	Hughes County
Jackson County	Jefferson County
Johnston County	Kay County
Kiowa County	Latimer County
LeFlore County	Lincoln County
Logan County	Love County
Major County	Mayes County
McClain County	McCurtain County
Muskogee County	Noble County
Nowata County	Okfuskee County
Oklahoma County	Okmulgee County
Osage County	Ottawa County
Pawnee County	Payne County
Pittsburg County	Pottawatomie County
Roger Mills County	Rogers County
Seminole County	Stephens County
Texas County	Tillman County
Tulsa County	Washington County
Woods County	Woodward County
City of Ada	City of Altus
City of Anadarko	City of Bethany
City of Broken Arrow	City of Collinsville
City of Edmond	City of El Reno
City of Elk City	City of Enid

City of Guthrie	City of Jenks
City of Lawton	City of Midwest City
City of Muskogee	City of Mustang
City of Oklahoma City	City of Owasso
City of Ponca City	City of Seminole
City of Shawnee	City of Stillwater
City of Tulsa	City of Yukon

Exhibit F

Oklahoma Subdivision Allocation

Oklahoma Subdivision Allocation

The initial allocations are shown on Table 1. Ten percent (10%) of funds received will be held back from this initial allocation to establish an Appeal Fund for any Participating Subdivision to appeal their allocation of settlement funds as set forth in this exhibit, and to pay administrative costs. Each participating subdivision will have six months after receipt of their allocation to appeal to a Special Master appointed to hear appeals. If all the money in the Appeal Fund is not distributed through the appeals process, it will be redistributed in accordance with Table 2 below. The allocations shown below will be further reduced for the payment of attorneys' fees and costs in accordance with each locality's representation agreement with their counsel.

Table 1: Opioid Settlement Allocation Shares to Litigating Oklahoma Counties, Cities and Towns, with 10% Holdback

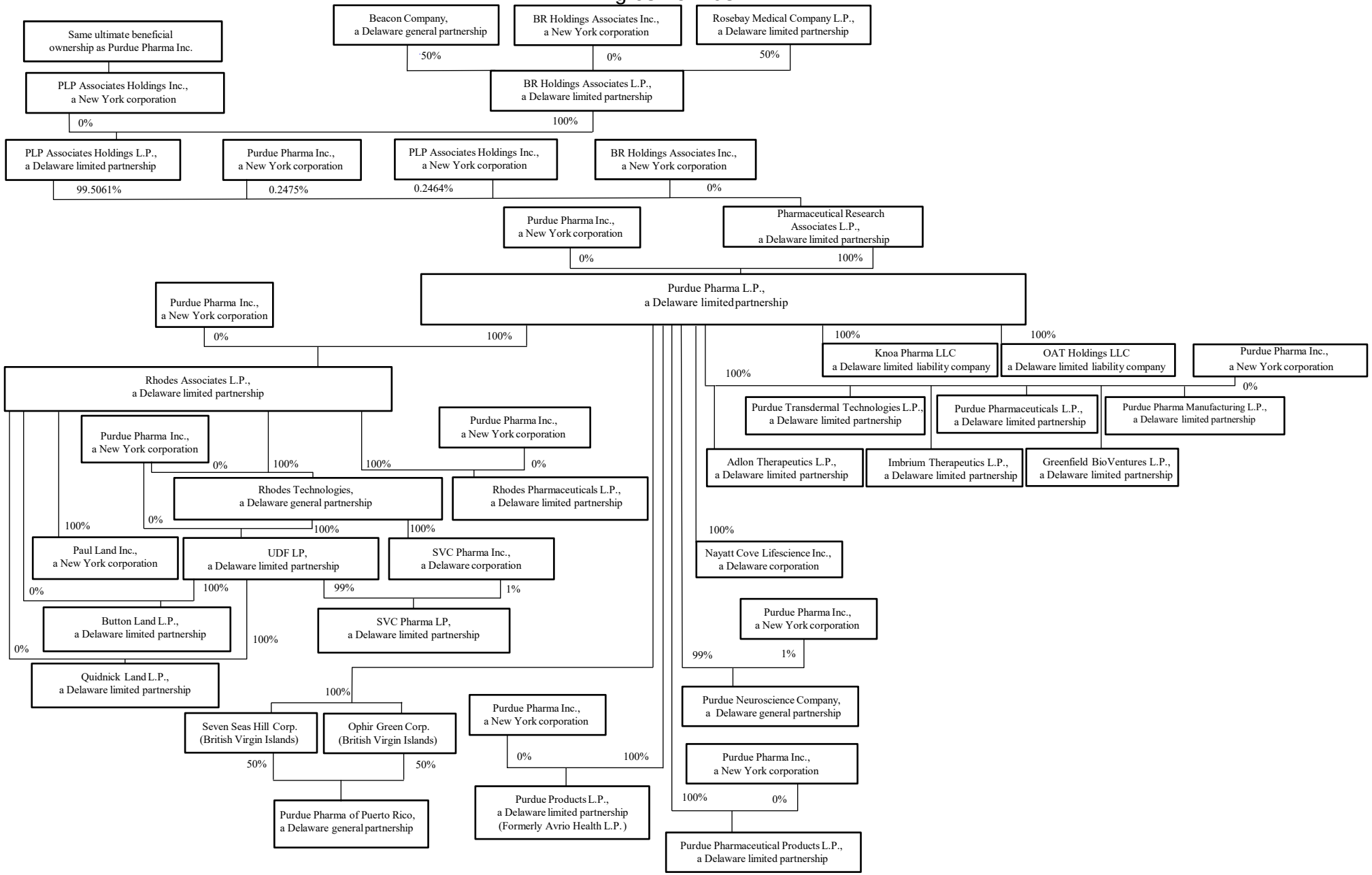
Municipal Area	Area % of Total	Municipal Area	Area % of Total
City of Ada	1.150%	Lincoln County	0.358%
City of Altus	0.090%	Logan County	0.760%
City of Anadarko	0.320%	Love County	0.144%
Atoka County	0.283%	Major County	0.016%
Beckham County	0.252%	Mayes County	0.668%
City of Bethany	0.348%	McClain County	0.284%
City of Broken Arrow	2.831%	McCurtain County	0.624%
Caddo County	0.428%	City of Midwest City	1.917%
Choctaw County	0.295%	City of Muskogee	2.976%
Cimarron County	0.046%	Muskogee County	0.153%
Cleveland County	0.372%	City of Mustang	0.225%
Coal County	0.144%	Noble County	0.040%
City of Collinsville	0.173%	Nowata County	0.109%
Comanche County	3.101%	Okfuskee County	0.204%
Craig County	0.144%	City of Oklahoma City	20.187%
Creek County	1.137%	Oklahoma County	4.021%
Custer County	0.278%	Okmulgee County	0.305%
Delaware County	0.336%	Osage County	0.647%
Dewey County	0.017%	Ottawa County	0.258%
City of Edmond	2.051%	City of Owasso	1.034%
City of El Reno	0.279%	Pawnee County	0.316%
City of Elk City	0.448%	Payne County	0.513%
City of Enid	1.042%	Pittsburg County	0.140%
Garvin County	0.115%	City of Ponca City	0.626%
Grady County	1.418%	Pottawatomie County	0.705%
Greer County	0.059%	Roger Mills County	0.080%
City of Guthrie	0.298%	Rogers County	1.266%
Harmon County	0.042%	City of Seminole	0.344%
Harper County	0.057%	Seminole County	0.433%
Haskell County	0.224%	City of Shawnee	1.601%
Hughes County	0.172%	Stephens County	0.599%
Jackson County	0.696%	City of Stillwater	1.244%
Jefferson County	0.189%	Texas County	0.448%
City of Jenks	0.249%	Tillman County	0.132%
Johnston County	0.227%	City of Tulsa	16.441%
Kay County	0.437%	Tulsa County	7.121%
Kiowa County	0.155%	Washington County	0.510%
Latimer County	0.357%	Woods County	0.041%
City of Lawton	0.496%	Woodward County	0.198%
LeFlore County	1.135%	City of Yukon	0.421%

Table 2: Opioid Settlement Allocation Shares to Litigating Oklahoma Counties, Cities and Towns

Municipal Area	Area % of Total	Municipal Area	Area % of Total
City of Ada	1.278%	Lincoln County	0.398%
City of Altus	0.101%	Logan County	0.845%
City of Anadarko	0.356%	Love County	0.160%
Atoka County	0.315%	Major County	0.018%
Beckham County	0.280%	Mayes County	0.742%
City of Bethany	0.387%	McClain County	0.316%
City of Broken Arrow	3.146%	McCurtain County	0.694%
Caddo County	0.475%	City of Midwest City	2.130%
Choctaw County	0.328%	City of Muskogee	3.307%
Cimarron County	0.051%	Muskogee County	0.170%
Cleveland County	0.413%	City of Mustang	0.249%
Coal County	0.160%	Noble County	0.045%
City of Collinsville	0.192%	Nowata County	0.121%
Comanche County	3.445%	Okfuskee County	0.227%
Craig County	0.160%	City of Oklahoma City	22.430%
Creek County	1.263%	Oklahoma County	4.468%
Custer County	0.309%	Okmulgee County	0.339%
Delaware County	0.373%	Osage County	0.719%
Dewey County	0.019%	Ottawa County	0.287%
City of Edmond	2.279%	City of Owasso	1.148%
City of El Reno	0.310%	Pawnee County	0.351%
City of Elk City	0.498%	Payne County	0.570%
City of Enid	1.158%	Pittsburg County	0.155%
Garvin County	0.127%	City of Ponca City	0.695%
Grady County	1.575%	Pottawatomie County	0.783%
Greer County	0.066%	Roger Mills County	0.089%
City of Guthrie	0.331%	Rogers County	1.406%
Harmon County	0.046%	City of Seminole	0.382%
Harper County	0.063%	Seminole County	0.481%
Haskell County	0.249%	City of Shawnee	1.779%
Hughes County	0.191%	Stephens County	0.666%
Jackson County	0.773%	City of Stillwater	1.382%
Jefferson County	0.210%	Texas County	0.497%
City of Jenks	0.277%	Tillman County	0.147%
Johnston County	0.252%	City of Tulsa	18.267%
Kay County	0.486%	Tulsa County	7.912%
Kiowa County	0.172%	Washington County	0.566%
Latimer County	0.396%	Woods County	0.046%
City of Lawton	0.552%	Woodward County	0.220%
LeFlore County	1.261%	City of Yukon	0.468%

Appendix B

Organizational Chart


Same ultimate beneficial ownership as Purdue Pharma Inc.
PLP Associates Holdings Inc., a New York corporation
0%
PLP Associates Holdings L.P., a Delaware limited partnership
99.5061%
Purdue Pharma Inc., a New York corporation
0.2475%
PLP Associates Holdings Inc., a New York corporation
0.2464%
Beacon Company, a Delaware general partnership
50%
BR Holdings Associates Inc., a New York corporation
0%
Rosebay Medical Company L.P., a Delaware limited partnership
50%
BR Holdings Associates L.P., a Delaware limited partnership
100%
BR Holdings Associates Inc., a New York corporation
0%
Purdue Pharma Inc., a New York corporation
0%
Pharmaceutical Research Associates L.P., a Delaware limited partnership
100%
Purdue Pharma L.P., a Delaware limited partnership
Purdue Pharma Inc., a New York corporation
0%
100%
Rhodes Associates L.P., a Delaware limited partnership
Purdue Pharma Inc., a New York corporation
0%
100%
Purdue Pharma Inc., a New York corporation
100%
0%
Rhodes Technologies, a Delaware general partnership
Rhodes Pharmaceuticals L.P., a Delaware limited partnership
0%
100%
100%
100%
Paul Land Inc., a New York corporation
UDF LP, a Delaware limited partnership
SVC Pharma Inc., a Delaware corporation
0%
100%
99%
1%
Button Land L.P., a Delaware limited partnership
SVC Pharma LP, a Delaware limited partnership
0%
100%
Quidnick Land L.P., a Delaware limited partnership
100%
Seven Seas Hill Corp. (British Virgin Islands)
Ophir Green Corp. (British Virgin Islands)
50%
50%
Purdue Pharma of Puerto Rico, a Delaware general partnership
Purdue Pharma Inc., a New York corporation
0%
100%
Purdue Products L.P., a Delaware limited partnership (Formerly Avrio Health L.P.)
100%
Knoa Pharma LLC a Delaware limited liability company
100%
OAT Holdings LLC a Delaware limited liability company
100%
Purdue Pharma Inc., a New York corporation
0%
100%
Purdue Transdermal Technologies L.P., a Delaware limited partnership
Purdue Pharmaceuticals L.P., a Delaware limited partnership
Purdue Pharma Manufacturing L.P., a Delaware limited partnership
Adlon Therapeutics L.P., a Delaware limited partnership
Imbrium Therapeutics L.P., a Delaware limited partnership
Greenfield BioVentures L.P., a Delaware limited partnership
100%
Nayatt Cove Lifescience Inc., a Delaware corporation
Purdue Pharma Inc., a New York corporation
99%
1%
Purdue Neuroscience Company, a Delaware general partnership
Purdue Pharma Inc., a New York corporation
100%
0%
Purdue Pharmaceutical Products L.P., a Delaware limited partnership

Appendix C

Liquidation Analysis

I.
LIQUIDATION ANALYSIS

A. Introduction

Under the "best interests" of creditors test set forth in Bankruptcy Code section 1129(a)(7), a bankruptcy court may not confirm a plan of reorganization unless the plan provides, with respect to each impaired class, that each holder of a claim or interest in such class who does not otherwise vote in favor of the plan receive property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtor(s) were liquidated under chapter 7 of the Bankruptcy Code as of such date. To demonstrate that the Plan satisfies the "best interests" of creditors test, the Debtors have prepared the hypothetical liquidation analysis attached hereto as **Exhibit 1** (the "**Liquidation Analysis**"), which is based upon certain assumptions discussed below and in the notes accompanying the Liquidation Analysis (the "**Notes**"). Capitalized terms not defined in the Notes shall have the meanings ascribed to them in the Plan and the Disclosure Statement.

The Liquidation Analysis estimates potential Cash distributions to holders of Allowed Claims and Allowed Interests in a hypothetical chapter 7 liquidation of the Debtors' assets (the "**Assets**"). Asset values discussed in the Liquidation Analysis may differ materially from values referred to in the Plan and Disclosure Statement. The Debtors prepared the Liquidation Analysis with the assistance of their advisors.

B. Scope, Intent, and Purpose of the Liquidation Analysis

The determination of the costs of, and hypothetical proceeds from, the liquidation of the Assets is an uncertain process involving the extensive use of estimates and assumptions that, although considered reasonable by the Debtors, are inherently subject to significant business, political, economic, and competitive uncertainties and contingencies beyond the control of the Debtors, their management, and their advisors. Inevitably, some assumptions in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could affect the ultimate results in an actual chapter 7 liquidation. In addition, the Debtors' management cannot judge with any degree of certainty the effect of the forced-liquidation asset sales on the recoverable value of the Assets. The Liquidation Analysis was prepared for the sole purpose of generating a reasonable, good-faith estimate of the proceeds that would be generated if the Debtors were liquidated in accordance with chapter 7 of the Bankruptcy Code. The Liquidation Analysis is not intended and should not be used for any other purpose. The underlying financial information in the Liquidation Analysis was not compiled or examined by any independent accountants. No independent appraisals were conducted in preparing the Liquidation Analysis. **NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS WOULD OR WOULD NOT APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED IN THE LIQUIDATION ANALYSIS. ACTUAL RESULTS COULD VARY MATERIALLY**.

In preparing the Liquidation Analysis, the Debtors estimated Allowed Claims based upon a review of Claims listed on the Debtors' Schedules, Claims listed in the Debtors' current books and records and Proofs of Claim filed to date. In addition, the Liquidation Analysis includes estimates for Claims not currently reflected in the books and records or asserted in the Chapter 11 Cases, but which could be asserted and Allowed in a chapter 7 liquidation, including Administrative Claims, wind-down costs, and trustee fees. The Bankruptcy Court has not estimated or otherwise fixed the total amount of Allowed Claims used for purposes of preparing the Liquidation Analysis. The Debtors' estimate of Allowed Claims set forth in the Liquidation Analysis should not be relied on for any other purpose, including determining the value of any distribution

to be made on account of Allowed Claims under the Plan. **NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE OR CONSTITUTES A CONCESSION OR ADMISSION OF THE DEBTORS. THE ACTUAL AMOUNT OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH IN THE LIQUIDATION ANALYSIS**.

II.
GLOBAL NOTES TO THE LIQUIDATION ANALYSIS

A. Liquidation Date and Appointment of a Chapter 7 Trustee

The Liquidation Analysis assumes the conversion of the Chapter 11 Cases to chapter 7 liquidation cases on or about December 31, 2025 (the "**Liquidation Date**"). On the Liquidation Date, it is assumed that the Bankruptcy Court would appoint a chapter 7 trustee (the "**Trustee**") to oversee the liquidation of the Debtors' Estates. As the Debtors would not generate revenues or cash flows following the Liquidation Date, the Trustee would need to use cash on hand, receivables, and proceeds from the immediate liquidation of Assets to fund the ongoing expenses of the Estates. The Liquidation Analysis assumes that the Trustee would have adequate liquidity to fund the wind-down of the operations and the fees associated with such a liquidation. In the event of an actual liquidation of the Debtors, there is a risk that the Trustee would not have adequate liquidity on hand to settle administrative expenses as incurred, at which point the Trustee might request a dismissal of the chapter 7 cases. If such a scenario were to occur, the recoveries to creditors would be severely impaired as compared with the hypothetical results contained in the Liquidation Analysis.

For the purposes of the Liquidation Analysis, the Debtors are using the most recent available balance sheets as of December 31, 2024 (the "**Balance Sheet Date**") as the basis for book value of the Assets. It is assumed there would be no material change between the Debtors' Assets on the Liquidation Date and the Balance Sheet Date, except as otherwise noted in the assumptions below. The Liquidation Analysis assumes that the Trustee would wind down and monetize the Assets of the Debtors over a twelve-month period, using cash on hand and the proceeds of the Assets to fund the expenses associated with the wind-down of operations. Litigation in respect of Shareholder Claim Rights and claims allowance and allocation could extend beyond twelve months and generate significant costs that could further dilute recoveries in a chapter 7 liquidation. The Liquidation Analysis has been drafted on a legal-entity-by-legal-entity basis for each of the Debtors.

B. Primary Assets of the Debtors

The Debtors have Assets in the form of (i) cash and cash equivalents, (ii) accounts receivable, (iii) inventory ("**Inventory**"), (iv) restricted cash accounts (v) prepaid expenses & other current assets, (vi) property, plant, and equipment ("**PP&E**"), (vii) intangible assets, (viii) investments in non-Debtor companies, (ix) other non-current assets, and (x) Shareholder Claim Rights.[1] The Liquidation Analysis assumes a range (high, medium, and low) of recoveries for these Assets assuming a forced-liquidation asset sale process for certain of the Assets conducted by the Trustee. The Debtors' management believes that values derived from the liquidation assumed in the Liquidation Analysis do not generate a significant recovery for stakeholders as compared with the recovery proposed under the Plan.

The Liquidation Analysis assumes the Debtors would allow, and the Trustee would use, the proceeds of the liquidation of Assets to fund the wind-down expenses. These receivables and other proceeds would be used first to fund the liquidation of the Estates and then to satisfy Claims in the order of priority set forth in section 726 of the Bankruptcy Code.

[1] The Liquidation Analysis does not include any estimate for recoveries for Purdue Insurance Rights and other litigation rights.

C. Forced-Liquidation Sale Process

The liquidation sale process would proceed concurrently with the shutdown of the Debtors' manufacturing facility in Wilson, North Carolina. A significant portion of the gross proceeds distributable to creditors would come from the collection of accounts receivable as well as from the liquidation of inventory, real property and equipment and certain brands, patents and other intangible assets, which liquidation is subject to various offsetting costs. The Liquidation Analysis also assumes that certain staff currently employed by the Debtors would remain with the Debtors through the course of the wind-down. Costs associated with these employees have been included in the operational wind-down expense to support the Trustee in collecting and liquidating the Assets.

The Liquidation Analysis assumes that the Debtors will be subject to a withdrawal liability on account of the Purdue Pension Plan (the "**Qualified Pension Plan**") and the PBGC. During February 2025, the Debtors sought authorization to affect a "standard termination" of the Qualified Pension Plan and on March 17, 2025, the Bankruptcy Court entered an order approving the Purdue Pension Plan termination motion. In order to effectuate a standard termination of the Purdue Pension Plan, the Debtors must make contributions to the Purdue Pension Plan so that it will possess sufficient assets to satisfy all plan benefits and liabilities as of the date of distribution. The Debtors believe that, given the value of Plan assets and the favorable interest rate environment, terminating the Purdue Pension Plan at this time would reduce the risk of future liability and ensure that more funds would be available to creditors. The Debtors expect to contribute approximately $42.8 million to effectuate the standard termination of the Purdue Pension Plan in approximately 12-24 months' time. Therefore, the Debtors estimate that the Qualified Pension Plan claim amounts would total approximately $42.8 million based on the Debtors' actuarial estimates of cost of termination of the Qualified Pension Plan. The Debtors also assumed that the Qualified Pension Plan claims would be asserted at each of the Debtor entities, based on a "controlled group" (as defined in the Employee Retirement Income Security Act) theory of liability. Further, the Debtors have made the assumption that certain other claims which could be asserted in a chapter 7 liquidation—such as potential rejection damages claims for contracts that would be assumed or rejected in a chapter 11 reorganization—are not estimated in the Liquidation Analysis, which claims would otherwise further dilute recovery to creditors.

The Liquidation Analysis assumes that the estimated sale proceeds for the Assets would be less than the tax basis of the Assets and would not generate any additional tax liabilities. Should the tax treatment and effect of the liquidation transactions result in a tax liability that was not reduced by other tax benefits, recoveries in the Liquidation Analysis could change materially.

III.
SPECIFIC NOTES TO THE ASSET ASSUMPTIONS CONTAINED IN THE LIQUIDATION ANALYSIS

The Liquidation Analysis refers to certain categories of Assets. The numerical/alphabetical designations below correspond to the line items listed in Exhibit 1, each with a specific Note.

1. Cash and Cash Equivalents

    - In the Liquidation Analysis, "cash and cash equivalents" comprises cash and marketable securities. The cash balance shown is the Debtors' current unrestricted cash forecast as of the Liquidation Date. Full recovery is anticipated on cash and marketable securities.

2. Accounts Receivable

- Accounts Receivable includes all third-party trade accounts receivable. Allowances for doubtful accounts, accrued returns, cash payment discounts, wholesaler fees and chargebacks are included in receivables. The liquidation analysis assumes that upon conversion to a chapter 7, the Debtors' ability to collect on its receivables will be negatively impacted by an increase in product returns for certain products as the end market demand for its products declines.

- Approximately 90% of the Debtors' outstanding trade accounts receivable are due from 3 main pharmaceutical distributors from which the Debtors have historically seen minimal loss rates. However, potential risks exist around the ability to collect on the Debtors' outstanding accounts receivable due to potential setoff claims against the Debtors.

- Accounts receivable due from associated companies are deemed to have the same recovery assumptions as accounts receivable with third-parties.

- Debtor-to-Debtor intercompany receivables are deemed to have no recoverable value in this analysis.

- For purposes of the Liquidation Analysis, the liquidation proceeds of accounts receivable were estimated to range from 50-75% of net book value.

3. Inventory

- Inventory consists of raw materials, work in process and finished goods which were evaluated for recovery at the product level. The book value of inventory represents the lower of cost or market value. The liquidation analysis assumes that manufacturing facilities would initiate shutdown at the start of the liquidation period and that the raw material and work in progress would not have recoverable value. The Debtors would be expected to sell the remaining finished goods at significantly higher than cost and therefore, results in estimated recovery rate ranges over 100%. The liquidation analysis assumes that sufficient proceeds will not be immediately available to pay accrued rebates, that the Debtors would need to significantly decrease the market price of inventory on hand to account for the increased final cost to customers.

- The liquidation analysis assumes a recovery range for finished goods of 290-580% of net book value and a recovery range for total inventory of 113-226%.

4. Prepaid Expenses and Other Current Assets

- Prepaid Expenses and Other Current Assets primarily includes prepaid retainers and prepaid insurance expense for which the Debtors anticipate no recoverable value.

5. Restricted Cash

- Restricted Cash consists primarily of cash collateralized for insurance policies and trust account agreements with pharmacy benefit managers. The funds related to insurance policies have an estimated recovery of 0-50% of net book value.

6. Property and Equipment, net (PP&E)

- Property and Equipment, net ("PP&E") comprises Land and Buildings, Leasehold

Improvements, Machinery & Equipment ("Equipment"), Furniture and Fixtures ("Furniture"), Computer Software and Equipment ("Software") and Construction in Progress. Recovery ranges for PP&E were based on management's knowledge of the underlying assets and estimates of their ultimate sale values. The estimated recovery ranges for the various components of PP&E are as follows:

- Land and Buildings 25-45%
- Equipment 5-15%
- Furniture 5-10%
- Software 2-4%

- Leasehold Improvements and Construction in Progress are estimated to have no recovery value.

- PP&E consists primarily of a manufacturing facility in Wilson, NC owned by Purdue Pharmaceuticals L.P. The blended recovery for PP&E is 14-27%.

7. Investments at Cost

- Investments at Cost include the Debtors' investments in early stage privately held companies. Primarily due to the estimated high illiquidity discounts, the Debtors assume a recovery rate of 50-75%.

8. Intangible Assets

- Intangible assets include brands, patents, trademarks, know-how and ANDAs for branded and generic products.
  - Intangible assets are held on the Debtors' balance sheets at cost.
  - The liquidation analysis estimates that the liquidation of the ANDAs, patents and other intangibles for the Debtors' generic and branded pharmaceutical products would be at a significant discount to the going concern value of the Debtors' ongoing business operations.
  - Total proceeds are estimated to be $26-$82 million or 689-2160% of net book value

9. Other Assets (Non-Current)

- Other long-term assets consist primarily of prepaid rent and are estimated to have no recoverable value.

- Proceeds from Causes of Action arising under chapter 5 of the Bankruptcy Code ("Avoidance Actions") may be available for distribution to Holders of Administrative Claims, Priority Claims, and General Unsecured Claims in accordance with the priorities established by the Bankruptcy Code. The Debtors, however, believe that recoveries from Avoidance Actions (other than, for the avoidance of doubt, recoveries in respect of Shareholder Claim Rights), if any, would be speculative in nature and have not included any such proceeds in the Liquidation Analysis.

10. Shareholder Settlement

- The Liquidation Analysis assumes that there is no settlement with the shareholders.
- The amount of any hypothetical judgment is unknowable. However, the Debtors believe that

recoveries in respect of Shareholder Claim Rights in the context of a hypothetical chapter 7 liquidation would likely be lower than recoveries under the Shareholder Settlement Agreements for a number of reasons, including:

- The Trustee and its counsel would not be familiar with the extremely complicated and extensive factual record, which could affect the Trustee's ability to prosecute the Shareholder Claim Rights.
- The Shareholder Settlement Agreements allow for the consensual resolution of other complex issues, including collectability.
- In a hypothetical chapter 7 liquidation, the Debtors would be one party of many pursuing claims against the Debtors' shareholders, and the Debtors might not "win the race to the courthouse."

- The Liquidation Analysis assumes that the recoveries in respect of Shareholder Claim Rights are estimated to be $746-$2,238 million and received at PPLP.
  - To estimate midpoint recoveries, the Debtors discounted the total value of contributions, as previously determined in 2021, in settlement of the Shareholder litigation to 12/31/2025 using a discount rate of 9% and estimated recovery rate of 50% under a hypothetical chapter 7 liquidation scenario, exclusive of litigation-related costs and expenses[2].

IV.
SPECIFIC NOTES TO THE LIQUIDATION COST ASSUMPTIONS CONTAINED IN THE LIQUIDATION ANALYSIS

1. Chapter 7 Trustee Fees

- Represents the costs of payment of statutorily allowed reasonable compensation to the Trustee. Estimated Trustee fees are calculated in accordance with section 326 of the Bankruptcy Code as follows: not to exceed 25 percent on the first $5,000 or less, 10 percent on any amount in excess of $5,000 but not in excess of $50,000, 5 percent on any amount in excess of $50,000 but not in excess of $1,000,000, and reasonable compensation not to exceed 3 percent of such moneys in excess of $1,000,000, upon all moneys disbursed or turned over in the case by the trustee to parties in interest, excluding the debtor, but including holders of secured claims. For the purposes of this analysis, Chapter 7 Trustee Fees are assumed to be 2-3% of total liquidation proceeds, excluding recoveries related to cash and cash equivalents available to the Trustee as of the Liquidation Date.

2. Chapter 7 Professional Fees and Claims Resolution Costs

- Pursuant to section 726 of the Bankruptcy Code, the allowed administrative expenses incurred by the Trustee, including fees and expenses incurred in resolving the Debtors' claims register, which currently constitutes over 650,000 claims asserted in a face amount of approximately $41.1 trillion[3], and expenses relating to the sale of the Debtors' assets.
- The Trustee's fees and expenses will be entitled to payment in full prior to any distribution to chapter 11 Administrative Claims and Other Priority Claims.
- The Liquidation Analysis assumes that the Private-Side Resolutions, which among other things were conditioned on confirmation of a plan of reorganization that includes a settlement of

[2] For the avoidance of doubt, the Debtors have applied the same assumptions for any estate litigation as used in 2021.
[3] Exclusive of a single personal injury claim filed in the amount of $100 trillion. Claims filed in amounts certain represent approximately 11% of the claims pool.

Shareholder Claim Rights, are not satisfied.

- As discussed in Section 1.D of the Disclosure Statement, absent the Private-Side Resolutions, litigation among various creditor constituencies could continue for many years and at great expense. The Liquidation Analysis assumes that such litigation takes 5-10 years. Trustee professional fees, including fees incurred in connection with allocation-related litigation and litigation in respect of Shareholder Claim Right, is estimated to be $520-$1,560 million.

3. Transaction cost advisory fees

   - Fees are estimated to be 2-3% of the sales value of the Debtors' PP&E and intangible assets due to the need to hire brokers and/or other specialists to market and liquidate these assets for the Debtors.

4. Wind down costs

   - Wind down costs[4] are based on a percentage of general and administrative (G&A) expenses and are estimated to be 20-25% of annual expenses in year 1 and decreasing percentages in subsequent years.

5. Severance

   - Severance is estimated at two weeks of payroll expense[5].

IV.
SPECIFIC NOTES TO THE CLAIMS ASSUMPTIONS CONTAINED IN THE LIQUIDATION ANALYSIS

The Liquidation Analysis sets forth an allocation of the liquidation proceeds to holders of Claims and Interests in accordance with the priorities set forth in section 726 of the Bankruptcy Code. In preparing the Liquidation Analysis, the Debtors estimated Allowed Claims based upon a review of Claims listed on the Debtors' Schedules, Claims listed in the Debtors' current books and records and Proofs of Claim filed to date. In addition, the Liquidation Analysis includes estimates for certain costs and claims not currently asserted in these Chapter 11 Cases, but which could be asserted and allowed in a chapter 7 liquidation. These costs and claims include those incurred to manage the chapter 7 liquidation (such as trustee and professional fees and operational winddown costs), and additional Administrative Claims.

To date, the Bankruptcy Court has not estimated or otherwise fixed the total amount of Allowed Claims. For purposes of the Liquidation Analysis, the Debtors' estimates of Allowed Claims are used. Therefore, the Debtors' estimate of Allowed Claims set forth in the Liquidation Analysis should not be relied on for any other purpose, including determining the value of any distribution to be made on account of Allowed Claims and Interests under the Plan.

1. Superpriority Administrative Expense Claims

[4] The Debtors have taken a conservative approach to estimating wind-down costs for purposes of this Liquidation Analysis. Given the complex nature of the Debtors' business operations, actual wind-down costs could be significantly higher.

[5] Under the Debtors' company-wide severance plan, Vice Presidents with less than five years of employment with the Debtors receive six months of severance pay and those with greater than five years of severance receive one year. Employees below Vice President receive either two or three weeks of severance pay for each year they have worked for the Debtors, depending on grade level (with a minimum of eight weeks and a maximum of fifty two weeks of severance pay). This Liquidation Analysis conservatively assumes that the Trustee pays severance to all employees in an amount of two weeks of payroll expenses notwithstanding the Debtors' existing policy. Actual severance costs would be significantly higher than assumed in the Liquidation Analysis to the extent that the Trustee complies with the Company's existing severance plan.

- The Liquidation Analysis assumes that the DOJ Forfeiture Judgment Claim is Allowed against PPLP in the amount of $2 billion and that the DOJ Forfeiture Judgment Credit is unavailable.

2. Administrative Claims

- Administrative Claims arising in a hypothetical chapter 7 liquidation may include, among other things: (1) Claims arising pursuant to section 503(b)(9) of the Bankruptcy Code; (2) postpetition trade payables; (3) accrued postpetition employee obligations; (4) accrued taxes; (5) accrued utility payments; and (6) post-petition intercompany payables.

- This Liquidation Analysis assumes there will be approximately $221 million in Administrative Expense Claims outstanding as of the Liquidation Date, which includes:

    - Post-petition trade payable claims
    - Rejection damage claims resulting from the cancellation of the "RTP Lease" that was previously assumed post-petition by the Debtors
    - Rejection damage claims resulting from the cancellation of the "PPLP lease" that was entered into post-petition by the Debtors
    - Amounts owed under the debtor's Incentive and Retention plans
    - Post-petition accrued expenses

- This Liquidation Analysis concludes that, on a consolidated basis, Administrative Expense Claims will receive a 23% recovery in the mid scenario, while receiving a 3% in the low scenario and a 95% recovery in the high scenario. The variance in recovery is due to the significant variability in liquidation proceeds between the low and high cases.

3. Priority Claims

- The Liquidation Analysis assumes that there are $0.8 million in Priority Employee claims based upon the priority wage cap and the number of total employee claims filed. The priority claims are assumed to receive an equivalent recovery to the assumed administrative claims which ranges from 0-98%.

- The Liquidation Analysis assumes that there are $3.7 million in Priority Tax claims, which consists of accrued Taxes reflected on the balance sheet that are not yet due and payable, or that are being contested in good faith, in accordance with GAAP. The priority claims are assumed to receive an equivalent recovery to the assumed administrative claims, which ranges from 0-100%

4. Class 4 – General Unsecured Claims

- Prepetition accounts payable – The Liquidation Analysis assumes that all undisputed prepetition accounts payable claims will be allowed in full in a Chapter 7 scenario.

- Pension Benefit Guaranty Corporation termination claim – The Liquidation Analysis includes a claim estimate of $42.8 million related to the termination of the Debtors defined benefit pension plan.

- Contract rejection damages – The Liquidation Analysis includes an estimate for rejection damages related to the rejection of the Debtors' prepetition lease at One Stamford Forum.

- Opioid Litigation –The Liquidation Analysis assumes that all opioid-related claims asserted against the Debtors are asserted solely against Debtor PPLP. As discussed herein and in Section 1.D of the Disclosure Statement, a chapter 7 liquidation would likely involve extensive and value-destructive litigation regarding the validity and amount of these claims, and there can be no assurance that any particular claim would ultimately be allowed in a particular amount or at all at the eventual conclusion of such litigation.
- For illustrative purposes only, the Liquidation Analysis shows contingent liability claims in the asserted face amount of approximately $41.1 trillion[6].

[6] Exclusive of a single personal injury claim filed in the amount of $100 trillion. Claims filed in amounts certain represent approximately 11% of the claims pool.

EXHIBIT 1

Hypothetical Liquidation Analysis

Purdue Pharma L.P., et al

($ in millions)		Estimated Recovery Rate			Estimated Recovery Value		
Assets	**Book Value**	**High**	**Mid**	**Low**	**High**	**Mid**	**Low**
Current Assets							
Cash and Cash Equivalents (Net)	$ 1,401.9	100.0%	100.0%	100.0%	$ 1,401.9	$ 1,401.9	$ 1,401.9
Accounts Receivable (Net)	104.6	75.3%	62.7%	50.2%	78.7	65.6	52.5
Inventories, Net	59.7	226.0%	169.5%	113.0%	135.0	101.3	67.5
Prepaid Expenses & Other Current Assets	41.8	4.6%	3.4%	2.3%	1.9	1.4	1.0
Restricted Cash	0.8	50.0%	25.0%	0.0%	0.4	0.2	-
Total Current Assets	$ 1,608.7				$ 1,617.9	$ 1,570.3	$ 1,522.8
Non-Current Assets							
Property and Equipment, net	$ 55.8	26.8%	20.3%	13.8%	$ 14.9	$ 11.3	$ 7.7
Investments at Cost	6.0	75.0%	62.5%	50.0%	4.5	3.8	3.0
Investments in Associated Companies	(25.4)	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	148.8	50.0%	25.0%	0.0%	74.4	37.2	-
Intangible Assets, Net	3.8	2160.2%	1408.6%	688.5%	82.1	53.5	26.2
Other Assets	8.9	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ 1,806.7	99.3%	92.8%	86.3%	$ 1,793.8	$ 1,676.2	$ 1,559.7
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ 1,793.8	$ 1,676.2	$ 1,559.7
Shareholder litigation					2,238.3	1,492.2	746.1
Total Liquidation Proceeds					$ 4,032.2	$ 3,168.4	$ 2,305.8
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	(52.6)	(44.2)	(27.1)
Chapter 7 Professional Fees					(520.0)	(975.0)	(1,560.0)
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	(1.9)	(1.6)	(1.0)
Wind Down Costs					(39.7)	(62.5)	(91.2)
Severance					(3.4)	(3.4)	(3.4)
Total Liquidation Costs					$ (617.6)	$ (1,086.6)	$ (1,682.7)
					-	-	-
Net Liquidation Proceeds Available to Creditors					**$ 3,414.5**	**$ 2,081.7**	**$ 623.1**

		Estimated Claim Allowed			Estimated Recovery by Class of Claims ($)/(%)					
Creditor Class		**High**	**Mid**	**Low**	**High**		**Mid**		**Low**	
DOJ - Criminal Forfeiture	$ (2,000.0)	$ 2,000.0	$ 2,000.0	$ 2,000.0	$ 2,000.0	***100.0%***	$ 1,985.5	***99.3%***	$ 572.7	***28.6%***
Administrative Expense Claims	$ (221.3)	$ 225.8	$ 221.3	$ 216.8	214.2	***94.9%***	50.5	***22.8%***	6.4	***3.0%***
Priority Claims	$ (4.5)	$ 4.5	$ 4.5	$ 4.5	4.5	***99.6%***	0.0	***0.7%***	0.0	***0.1%***
LSTC - Prepetition Accounts Payable	(12.2)	12.2	12.2	12.2	3.8	***30.9%***	2.9	***23.5%***	1.2	***10.0%***
PBGC - Termination	(42.8)	42.8	42.8	42.8	42.8	***100.0%***	42.8	***100.0%***	42.8	***100.0%***
Contract Rejection Damages	(40.6)	40.6	40.6	40.6	0.0	***0.0%***	-	***0.0%***	-	***0.0%***
Contingent Litigation Liability	(41,100,000.0)	41,100,000.0	41,100,000.0	41,100,000.0	1,149.3	***0.0%***	-	***0.0%***	-	***0.0%***
General Unsecured Claims	$ (41,100,095.7)	$ 41,100,095.7	$ 41,100,095.7	$ 41,100,095.7	1,195.9	***0.0%***	45.7	***0.0%***	44.0	***0.0%***
Total Claims	**$ (41,102,321.4)**	**$ 41,102,325.9**	**$ 41,102,321.4**	**$ 41,102,316.9**	**$ 3,414.5**	***0.0%***	**$ 2,081.7**	***0.0%***	**$ 623.1**	***0.0%***

Purdue Pharma L.P.

($ in millions)		Estimated Recovery Rate			Estimated Recovery Value		
Assets	**Book Value**	**High**	**Mid**	**Low**	**High**	**Mid**	**Low**
Current Assets							
Cash and Cash Equivalents (Net)	$ 992.7	100.0%	100.0%	100.0%	$ 992.7	$ 992.7	$ 992.7
Accounts Receivable (Net)	30.1	71.1%	59.2%	47.4%	21.4	17.9	14.3
Inventories, Net	6.5	1158.6%	869.0%	579.3%	75.3	56.5	37.7
Prepaid Expenses & Other Current Assets	34.4	4.3%	3.2%	2.1%	1.5	1.1	0.7
Restricted Cash	0.8	50.0%	25.0%	0.0%	0.4	0.2	-
Total Current Assets	$ 1,064.5				$ 1,091.3	$ 1,068.4	$ 1,045.4
Non-Current Assets							
Property and Equipment, net	$ 5.6	4.3%	3.2%	2.1%	$ 0.2	$ 0.2	$ 0.1
Investments at Cost	-	25.0%	12.5%	0.0%	-	-	-
Investments in Associated Companies	463.3	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	148.6	50.0%	25.0%	0.0%	74.3	37.2	-
Intangible Assets, Net	0.3	6895.2%	4596.8%	2298.4%	17.2	11.5	5.7
Other Assets	8.4	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ 1,690.7	70.0%	66.1%	62.2%	$ 1,183.1	$ 1,117.2	$ 1,051.3
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ 1,183.1	$ 1,117.2	$ 1,051.3
Shareholder litigation					2,238.3	1,492.2	746.1
Total Liquidation Proceeds					$ 3,421.4	$ 2,609.4	$ 1,797.4
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ (48.6)	$ (40.4)	$ (24.1)
Chapter 7 Professional Fees					(405.3)	(803.0)	(1,323.7)
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	(0.3)	(0.3)	(0.2)
Wind Down Costs					(35.5)	(55.8)	(81.4)
Severance					(2.0)	(2.0)	(2.0)
Total Liquidation Costs					$ (491.7)	$ (901.5)	$ (1,431.4)
Funding of Liquidation Costs for Other Debtor Entities					$ (0.4)	$ (0.7)	$ (2.6)
Excess Proceeds Available from Other Debtor Entities					$ 383.5	$ 278.3	$ 209.4
Net Liquidation Proceeds Available to Creditors					$ 3,312.9	$ 1,985.5	$ 572.7

		Estimated Claim Allowed			Estimated Recovery by Class of Claims ($)/(%)					
Creditor Class		**High**	**Mid**	**Low**	**High**		**Mid**		**Low**	
DOJ - Criminal Forfeiture	$ (2,000.0)	$ 2,000.0	$ 2,000.0	$ 2,000.0	$ 2,000.0	***100.0%***	$ 1,985.5	***99.3%***	$ 572.7	***28.6%***
Administrative Expense Claims	$ (159.1)	$ 159.1	$ 159.1	$ 159.1	$ 159.1	***100.0%***	$ -	***0.0%***	$ -	***0.0%***
Priority Claims	$ (4.4)	$ 4.4	$ 4.4	$ 4.4	$ 4.4	***100.0%***	$ -	***0.0%***	$ -	***0.0%***
LSTC - Prepetition Accounts Payable	(5.0)	5.0	5.0	5.0	0.0	***0.0%***	-	***0.0%***	-	***0.0%***
PBGC - Termination	(42.8)	42.8	42.8	42.8	-	***0.0%***	-	***0.0%***	-	***0.0%***
Contract Rejection Damages	(40.6)	40.6	40.6	40.6	0.0	***0.0%***	-	***0.0%***	-	***0.0%***
Contingent Litigation Liability	(41,100,000.0)	41,100,000.0	41,100,000.0	41,100,000.0	1,149.3	***0.0%***	-	***0.0%***	-	***0.0%***
General Unsecured Claims	$ (41,100,088.4)	$ 41,100,088.4	$ 41,100,088.4	$ 41,100,088.4	$ 1,149.3	***0.0%***	$ -	***0.0%***	$ -	***0.0%***
Total Claims	**$ (41,102,252.0)**	**$ 41,102,252.0**	**$ 41,102,252.0**	**$ 41,102,252.0**	**$ 3,312.9**	***0.0%***	**$ 1,985.5**	***0.0%***	**$ 572.7**	***0.0%***

Nayatt Cove Lifescience

($ in millions)		Estimated Recovery Rate			Estimated Recovery Value		
Assets	**Book Value**	**High**	**Mid**	**Low**	**High**	**Mid**	**Low**
Current Assets							
Cash and Cash Equivalents (Net)	$ 0.6	100.0%	100.0%	100.0%	$ 0.6	$ 0.6	$ 0.6
Accounts Receivable (Net)	-	0.0%	0.0%	0.0%	-	-	-
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	1.1	6.0%	4.5%	3.0%	0.1	0.0	0.0
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ 1.7				$ 0.7	$ 0.6	$ 0.6
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	6.0	75.0%	62.5%	50.0%	4.5	3.8	3.0
Investments in Associated Companies	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ 7.7	67.1%	57.1%	47.1%	$ 5.2	$ 4.4	$ 3.6
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ 5.2	$ 4.4	$ 3.6
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ 5.2	$ 4.4	$ 3.6
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ (0.1)	$ (0.1)	$ (0.1)
Chapter 7 Professional Fees					(0.8)	(1.4)	(2.0)
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	-	-	-
Wind Down Costs					-	-	-
Severance					-	-	-
Total Liquidation Costs					$ (0.9)	$ (1.5)	$ (2.1)
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ 4.3	$ 3.0	$ 1.5

		Estimated Claim Allowed			Estimated Recovery by Class of Claims ($)/(%)					
Creditor Class		**High**	**Mid**	**Low**	**High**		**Mid**		**Low**	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	***0.0%***	$ -	***0.0%***	$ -	***0.0%***
Administrative Expense Claims	$ -	$ -	$ -	$ -	$ -	***0.0%***	$ -	***0.0%***	$ -	***0.0%***
Priority Claims	$ -	$ -	$ -	$ -	$ -	***0.0%***	$ -	***0.0%***	$ -	***0.0%***
LSTC - Prepetition Accounts Payable	-	-	-	-	-	***0.0%***	-	***0.0%***	-	***0.0%***
PBGC - Termination	(42.8)	42.8	42.8	42.8	4.3	***10.0%***	3.0	***6.9%***	1.5	***3.6%***
Contract Rejection Damages	-	-	-	-	-	***0.0%***	-	***0.0%***	-	***0.0%***
Contingent Litigation Liability	-	-	-	-	-	***0.0%***	-	***0.0%***	-	***0.0%***
General Unsecured Claims	$ (42.8)	$ 42.8	$ 42.8	$ 42.8	$ 4.3	***10.0%***	$ 3.0	***6.9%***	$ 1.5	***3.6%***
Total Claims	**$ (42.8)**	**$ 42.8**	**$ 42.8**	**$ 42.8**	**$ 4.3**	***10.0%***	**$ 3.0**	***6.9%***	**$ 1.5**	***3.6%***

Purdue Pharmaceuticals L.P.

($ in millions)

Assets	Book Value	Estimated Recovery Rate High	Mid	Low	Estimated Recovery Value High	Mid	Low
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	-	0.0%	0.0%	0.0%	-	-	-
Inventories, Net	34.9	0.3%	0.2%	0.2%	0.1	0.1	0.1
Prepaid Expenses & Other Current Assets	2.9	6.0%	4.5%	3.0%	0.2	0.1	0.1
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ 37.8				$ 0.3	$ 0.2	$ 0.1
Non-Current Assets							
Property and Equipment, net	$ 49.7	29.4%	22.3%	15.2%	$ 14.6	$ 11.1	$ 7.6
Investments at Cost	-	25.0%	12.5%	0.0%	-	-	-
Investments in Associated Companies	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	0.1	50.0%	25.0%	0.0%	0.1	0.0	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	0.2	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ 87.8	17.1%	12.9%	8.8%	$ 15.0	$ 11.3	$ 7.7
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ 15.0	$ 11.3	$ 7.7
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ 15.0	$ 11.3	$ 7.7
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ (0.3)	$ (0.3)	$ (0.2)
Chapter 7 Professional Fees					(1.7)	(3.5)	(5.8)
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	(0.3)	(0.3)	(0.2)
Wind Down Costs					-	-	-
Severance					(0.9)	(0.9)	(0.9)
Total Liquidation Costs					$ (3.2)	$ (4.9)	$ (7.1)
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ 11.8	$ 6.4	$ 0.6

Creditor Class		Estimated Claim Allowed High	Mid	Low	Estimated Recovery by Class of Claims ($)/(%) High		Mid		Low	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Administrative Expense Claims	$ (3.0)	$ 3.0	$ 3.0	$ 3.0	$ 3.0	*100.0%*	$ 3.0	*100.0%*	$ 0.6	*19.6%*
Priority Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
LSTC - Prepetition Accounts Payable	(0.6)	0.6	0.6	0.6	0.1	*20.2%*	0.0	*7.9%*	-	*0.0%*
PBGC - Termination	(42.8)	42.8	42.8	42.8	8.7	*20.2%*	3.4	*7.9%*	-	*0.0%*
Contract Rejection Damages	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contingent Litigation Liability	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
General Unsecured Claims	$ (43.4)	$ 43.4	$ 43.4	$ 43.4	$ 8.8	*20.2%*	$ 3.4	*7.9%*	$ -	*0.0%*
Total Claims	**$ (46.4)**	**$ 46.4**	**$ 46.4**	**$ 46.4**	**$ 11.8**	***25.4%***	**$ 6.4**	***13.9%***	**$ 0.6**	***1.3%***

Purdue Neuroscience Company

($ in millions)

Assets	Book Value	Estimated Recovery Rate High	Mid	Low	Estimated Recovery Value High	Mid	Low
Current Assets							
Cash and Cash Equivalents (Net)	$ 2.8	100.0%	100.0%	100.0%	$ 2.8	$ 2.8	$ 2.8
Accounts Receivable (Net)	0.7	75.0%	62.5%	50.0%	0.5	0.4	0.3
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ 3.5				$ 3.3	$ 3.2	$ 3.1
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	25.0%	12.5%	0.0%	-	-	-
Investments in Associated Companies	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ 3.5	95.2%	92.8%	90.4%	$ 3.3	$ 3.2	$ 3.1
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ 3.3	$ 3.2	$ 3.1
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ 3.3	$ 3.2	$ 3.1
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ (0.0)	$ (0.0)	$ (0.0)
Chapter 7 Professional Fees					(0.7)	(1.0)	(1.3)
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	-	-	-
Wind Down Costs					(0.0)	(0.0)	(0.0)
Severance					-	-	-
Total Liquidation Costs					$ (0.7)	$ (1.0)	$ (1.3)
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ 2.6	$ 2.2	$ 1.9

Creditor Class	Estimated Claim Allowed High	Mid	Low	Estimated Recovery by Class of Claims ($)/(%) High		Mid		Low	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Administrative Expense Claims	$ (0.0)	$ 0.0	$ 0.0	$ 0.0	*100.0%*	$ 0.0	*100.0%*	$ 0.0	*100.0%*
Priority Claims	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
LSTC - Prepetition Accounts Payable	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
PBGC - Termination	(42.8)	42.8	42.8	42.8	2.6 *6.1%*	2.2	*5.2%*	1.9	*4.3%*
Contract Rejection Damages	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contingent Litigation Liability	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
General Unsecured Claims	$ (42.8)	$ 42.8	$ 42.8	$ 42.8	$ 2.6 *6.1%*	$ 2.2	*5.2%*	$ 1.9	*4.3%*
Total Claims	**$ (42.8)**	**$ 42.8**	**$ 42.8**	**$ 42.8**	**$ 2.6** *6.1%*	**$ 2.2**	*5.2%*	**$ 1.9**	*4.3%*

Purdue Pharma of Puerto Rico

($ in millions)

Assets	Book Value	Estimated Recovery Rate High	Mid	Low	Estimated Recovery Value High	Mid	Low
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	-	0.0%	0.0%	0.0%	-	-	-
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	0.0	6.0%	4.5%	3.0%	0.0	0.0	0.0
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ 0.0				$ 0.0	$ 0.0	$ 0.0
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	25.0%	12.5%	0.0%	-	-	-
Investments in Associated Companies	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ 0.0	6.0%	4.5%	3.0%	$ 0.0	$ 0.0	$ 0.0
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ 0.0	$ 0.0	$ 0.0
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ 0.0	$ 0.0	$ 0.0
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ (0.0)	$ (0.0)	$ (0.0)
Chapter 7 Professional Fees					(0.0)	(0.0)	(0.0)
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	-	-	-
Wind Down Costs					-	-	-
Severance					-	-	-
Total Liquidation Costs					$ (0.0)	$ (0.0)	$ (0.0)
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ 0.0	$ 0.0	$ 0.0

Creditor Class		Estimated Claim Allowed High	Mid	Low	Estimated Recovery by Class of Claims ($)/(%) High		Mid		Low	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Administrative Expense Claims	$ (0.0)	$ 0.0	$ 0.0	$ 0.0	$ 0.0	*16.5%*	$ 0.0	*9.5%*	$ 0.0	*1.9%*
Priority Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
LSTC - Prepetition Accounts Payable	(0.0)	0.0	0.0	0.0	-	*0.0%*	-	*0.0%*	-	*0.0%*
PBGC - Termination	(42.8)	42.8	42.8	42.8	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contract Rejection Damages	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contingent Litigation Liability	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
General Unsecured Claims	$ (42.8)	$ 42.8	$ 42.8	$ 42.8	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Total Claims	**$ (42.8)**	**$ 42.8**	**$ 42.8**	**$ 42.8**	**$ 0.0**	*0.0%*	**$ 0.0**	*0.0%*	**$ 0.0**	*0.0%*

Purdue Transdermal Technologies L.P.

($ in millions)		Estimated Recovery Rate			Estimated Recovery Value		
Assets	**Book Value**	**High**	**Mid**	**Low**	**High**	**Mid**	**Low**
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	3.8	75.0%	62.5%	50.0%	2.9	2.4	1.9
Inventories, Net	0.8	197.9%	148.4%	98.9%	1.6	1.2	0.8
Prepaid Expenses & Other Current Assets	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ 4.6				$ 4.4	$ 3.6	$ 2.7
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	25.0%	12.5%	0.0%	-	-	-
Investments in Associated Companies	(44.7)	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ (40.1)	9.9%	8.2%	6.3%	$ 4.4	$ 3.6	$ 2.7
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ 4.4	$ 3.6	$ 2.7
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ 4.4	$ 3.6	$ 2.7
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ (0.1)	$ (0.1)	$ (0.1)
Chapter 7 Professional Fees					(0.6)	(1.1)	(1.7)
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	-	-	-
Wind Down Costs					(0.0)	(0.0)	(0.0)
Severance					-	-	-
Total Liquidation Costs					$ (0.7)	$ (1.2)	$ (1.8)
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ 3.7	$ 2.4	$ 0.9

		Estimated Claim Allowed			Estimated Recovery by Class of Claims ($)/(%)					
Creditor Class		**High**	**Mid**	**Low**	**High**		**Mid**		**Low**	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	***0.0%***	$ -	***0.0%***	$ -	***0.0%***
Administrative Expense Claims	$ (0.2)	$ 0.2	$ 0.2	$ 0.2	$ 0.2	***100.0%***	$ 0.2	***100.0%***	$ 0.2	***100.0%***
Priority Claims	$ -	$ -	$ -	$ -	$ -	***0.0%***	$ -	***0.0%***	$ -	***0.0%***
LSTC - Prepetition Accounts Payable	(1.2)	1.2	1.2	1.2	0.1	***8.1%***	0.1	***5.0%***	0.0	***1.7%***
PBGC - Termination	(42.8)	42.8	42.8	42.8	3.5	***8.1%***	2.2	***5.0%***	0.7	***1.7%***
Contract Rejection Damages	-	-	-	-	-	***0.0%***	-	***0.0%***	-	***0.0%***
Contingent Litigation Liability	-	-	-	-	-	***0.0%***	-	***0.0%***	-	***0.0%***
General Unsecured Claims	$ (44.0)	$ 44.0	$ 44.0	$ 44.0	$ 3.6	***8.1%***	$ 2.2	***5.0%***	$ 0.7	***1.7%***
Total Claims	**$ (44.1)**	**$ 44.1**	**$ 44.1**	**$ 44.1**	**$ 3.7**	***8.4%***	**$ 2.4**	***5.4%***	**$ 0.9**	***2.0%***

Imbrium Therapeutics L.P.

($ in millions) Assets	Book Value	Estimated Recovery Rate High	 Mid	 Low	Estimated Recovery Value High	 Mid	 Low
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	0.3	75.0%	62.5%	50.0%	0.3	0.2	0.2
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	0.5	6.0%	4.5%	3.0%	0.0	0.0	0.0
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ 0.8				$ 0.3	$ 0.2	$ 0.2
Non-Current Assets							
Property and Equipment, net	$ 0.5	14.9%	10.0%	5.0%	$ 0.1	$ 0.1	$ 0.0
Investments at Cost	-	25.0%	12.5%	0.0%	-	-	-
Investments in Associated Companies	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	0.3	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ 1.6	22.1%	17.5%	13.0%	$ 0.4	$ 0.3	$ 0.2
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ 0.4	$ 0.3	$ 0.2
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ 0.4	$ 0.3	$ 0.2
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ (0.0)	$ (0.0)	$ (0.0)
Chapter 7 Professional Fees					(0.0)	(0.1)	(0.1)
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	(0.0)	(0.0)	(0.0)
Wind Down Costs					(0.4)	(0.6)	(0.9)
Severance					(0.3)	(0.3)	(0.3)
Total Liquidation Costs					$ (0.8)	$ (1.0)	$ (1.4)
Funding Required from Purdue Pharma L.P.					$ 0.4	$ 0.7	$ 1.1
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ -	$ -	$ -

Creditor Class	Estimated Claim Allowed High	 Mid	 Low	Estimated Recovery by Class of Claims ($)/(%) High	 Mid	 Low
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ - *0.0%*	$ - *0.0%*	$ - *0.0%*
Administrative Expense Claims	$ (11.6)	$ 11.6	$ 11.6	$ 11.6	$ - *0.0%*	$ - *0.0%*	$ - *0.0%*
Priority Claims	$ -	$ -	$ -	$ -	$ - *0.0%*	$ - *0.0%*	$ - *0.0%*
LSTC - Prepetition Accounts Payable	(0.3)	0.3	0.3	0.3	- *0.0%*	- *0.0%*	- *0.0%*
PBGC - Termination	(42.8)	42.8	42.8	42.8	- *0.0%*	- *0.0%*	- *0.0%*
Contract Rejection Damages	-	-	-	-	- *0.0%*	- *0.0%*	- *0.0%*
Contingent Litigation Liability	-	-	-	-	- *0.0%*	- *0.0%*	- *0.0%*
General Unsecured Claims	$ (43.1)	$ 43.1	$ 43.1	$ 43.1	$ - *0.0%*	$ - *0.0%*	$ - *0.0%*
Total Claims	**$ (54.7)**	**$ 54.7**	**$ 54.7**	**$ 54.7**	**$ - *0.0%***	**$ - *0.0%***	**$ - *0.0%***

Greenfield Bio Ventures L.P.

($ in millions)

Assets	Book Value	Estimated Recovery Rate High	Mid	Low	Estimated Recovery Value High	Mid	Low
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	-	0.0%	0.0%	0.0%	-	-	-
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ -				$ -	$ -	$ -
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	25.0%	12.5%	0.0%	-	-	-
Investments in Associated Companies	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ -	$ -	$ -
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ -	$ -	$ -
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ -	$ -	$ -
Chapter 7 Professional Fees					-	-	-
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	-	-	-
Wind Down Costs					(0.0)	(0.0)	(0.0)
Severance					-	-	-
Total Liquidation Costs					$ (0.0)	$ (0.0)	$ (0.0)
Funding Required from Purdue Pharma L.P.					$ 0.0	$ 0.0	$ 0.0
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ -	$ -	$ -

Creditor Class		Estimated Claim Allowed High	Mid	Low	Estimated Recovery by Class of Claims ($)/(%) High		Mid		Low	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Administrative Expense Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Priority Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
LSTC - Prepetition Accounts Payable	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
PBGC - Termination	(42.8)	42.8	42.8	42.8	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contract Rejection Damages	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contingent Litigation Liability	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
General Unsecured Claims	$ (42.8)	$ 42.8	$ 42.8	$ 42.8	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Total Claims	**$ (42.8)**	**$ 42.8**	**$ 42.8**	**$ 42.8**	**$ -**	*0.0%*	**$ -**	*0.0%*	**$ -**	*0.0%*

Adlon Therapeutics L.P.

($ in millions)		Estimated Recovery Rate			Estimated Recovery Value		
Assets	**Book Value**	**High**	**Mid**	**Low**	**High**	**Mid**	**Low**
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	(0.4)	0.0%	0.0%	0.0%	-	-	-
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ (0.4)				$ -	$ -	$ -
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	25.0%	12.5%	0.0%	-	-	-
Investments in Associated Companies	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	N/A	N/A	N/A	4.1	1.6	0.2
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ (0.4)	91.6%	80.3%	31.5%	$ 4.1	$ 1.6	$ 0.2
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ 4.1	$ 1.6	$ 0.2
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ 4.1	$ 1.6	$ 0.2
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ (0.1)	$ (0.0)	$ (0.0)
Chapter 7 Professional Fees					(0.0)	(0.5)	(1.6)
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	(0.1)	(0.0)	(0.0)
Wind Down Costs					(0.0)	(0.0)	(0.1)
Severance					-	-	-
Total Liquidation Costs					$ (0.2)	$ (0.6)	$ (1.7)
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ 1.5
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ 3.9	$ 1.0	$ -

		Estimated Claim Allowed			Estimated Recovery by Class of Claims ($)/(%)					
Creditor Class		**High**	**Mid**	**Low**	**High**		**Mid**		**Low**	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	***0.0%***	$ -	***0.0%***	$ -	***0.0%***
Administrative Expense Claims	$ (0.0)	$ 0.0	$ 0.0	$ 0.0	$ 0.0	***100.0%***	$ 0.0	***100.0%***	$ -	***0.0%***
Priority Claims	$ -	$ -	$ -	$ -	$ -	***0.0%***	$ -	***0.0%***	$ -	***0.0%***
LSTC - Prepetition Accounts Payable	(0.5)	0.5	0.5	0.5	0.0	***9.0%***	0.0	***2.2%***	-	***0.0%***
PBGC - Termination	(42.8)	42.8	42.8	42.8	3.8	***9.0%***	0.9	***2.2%***	-	***0.0%***
Contract Rejection Damages	-	-	-	-	-	***0.0%***	-	***0.0%***	-	***0.0%***
Contingent Litigation Liability	-	-	-	-	-	***0.0%***	-	***0.0%***	-	***0.0%***
General Unsecured Claims	$ (43.3)	$ 43.3	$ 43.3	$ 43.3	$ 3.9	***9.0%***	$ 1.0	***2.2%***	$ -	***0.0%***
Total Claims	**$ (43.3)**	**$ 43.3**	**$ 43.3**	**$ 43.3**	**$ 3.9**	***9.0%***	**$ 1.0**	***2.2%***	**$ -**	***0.0%***

Purdue Pharma Inc.

($ in millions)

Assets	Book Value	Estimated Recovery Rate High	Mid	Low	Estimated Recovery Value High	Mid	Low
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	0.8	0.0%	0.0%	0.0%	-	-	-
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	0.5	6.0%	4.5%	3.0%	0.0	0.0	0.0
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ 1.3				$ 0.0	$ 0.0	$ 0.0
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	25.0%	12.5%	0.0%	-	-	-
Investments in Associated Companies	(25.4)	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ (24.1)	0.1%	0.1%	0.1%	$ 0.0	$ 0.0	$ 0.0
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ 0.0	$ 0.0	$ 0.0
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ 0.0	$ 0.0	$ 0.0
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ (0.0)	$ (0.0)	$ (0.0)
Chapter 7 Professional Fees					(0.0)	(0.0)	(0.0)
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	-	-	-
Wind Down Costs					-	-	-
Severance					-	-	-
Total Liquidation Costs					$ (0.0)	$ (0.0)	$ (0.0)
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ 0.0	$ 0.0	$ 0.0

Creditor Class		Estimated Claim Allowed High	Mid	Low	Estimated Recovery by Class of Claims ($)/(%) High		Mid		Low	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Administrative Expense Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Priority Claims	$ (0.0)	$ 0.0	$ 0.0	$ 0.0	$ 0.0	*87.6%*	$ 0.0	*50.6%*	$ 0.0	*9.9%*
LSTC - Prepetition Accounts Payable	(0.2)	0.2	0.2	0.2	-	*0.0%*	-	*0.0%*	-	*0.0%*
PBGC - Termination	(42.8)	42.8	42.8	42.8	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contract Rejection Damages	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contingent Litigation Liability	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
General Unsecured Claims	$ (43.0)	$ 43.0	$ 43.0	$ 43.0	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Total Claims	**$ (43.0)**	**$ 43.0**	**$ 43.0**	**$ 43.0**	**$ 0.0**	*0.1%*	**$ 0.0**	*0.0%*	**$ 0.0**	*0.0%*

Purdue Pharmaceutical Products L.P.

($ in millions)

Assets	Book Value	Estimated Recovery Rate High	Mid	Low	Estimated Recovery Value High	Mid	Low
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	0.1	75.0%	62.5%	50.0%	0.1	0.0	0.0
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ 0.1				$ 0.1	$ 0.0	$ 0.0
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	25.0%	12.5%	0.0%	-	-	-
Investments in Associated Companies	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ 0.1	75.0%	62.5%	50.0%	$ 0.1	$ 0.0	$ 0.0
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ 0.1	$ 0.0	$ 0.0
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ 0.1	$ 0.0	$ 0.0
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ (0.0)	$ (0.0)	$ (0.0)
Chapter 7 Professional Fees					(0.0)	(0.0)	(0.0)
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	-	-	-
Wind Down Costs					(0.0)	(0.0)	(0.0)
Severance					-	-	-
Total Liquidation Costs					$ (0.0)	$ (0.0)	$ (0.0)
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ 0.0	$ 0.0	$ 0.0

Creditor Class		Estimated Claim Allowed High	Mid	Low	Estimated Recovery by Class of Claims ($)/(%) High		Mid		Low	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Administrative Expense Claims	$ (0.0)	$ 0.0	$ 0.0	$ 0.0	$ 0.0	*100.0%*	$ 0.0	*100.0%*	$ 0.0	*76.1%*
Priority Claims	$ (0.0)	$ 0.0	$ 0.0	$ 0.0	$ 0.0	*100.0%*	$ 0.0	*100.0%*	$ -	*0.0%*
LSTC - Prepetition Accounts Payable	(0.0)	0.0	0.0	0.0	0.0	*0.0%*	0.0	*0.0%*	-	*0.0%*
PBGC - Termination	(42.8)	42.8	42.8	42.8	0.0	*0.0%*	0.0	*0.0%*	-	*0.0%*
Contract Rejection Damages	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contingent Litigation Liability	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
General Unsecured Claims	$ (42.8)	$ 42.8	$ 42.8	$ 42.8	$ 0.0	*0.0%*	$ 0.0	*0.0%*	$ -	*0.0%*
Total Claims	**$ (42.8)**	**$ 42.8**	**$ 42.8**	**$ 42.8**	**$ 0.0**	*0.1%*	**$ 0.0**	*0.0%*	**$ 0.0**	*0.0%*

Purdue Pharma Manufacturing L.P.

($ in millions)

Assets	Book Value	Estimated Recovery Rate High	Mid	Low	Estimated Recovery Value High	Mid	Low
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	-	0.0%	0.0%	0.0%	-	-	-
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	0.0	6.0%	4.5%	3.0%	0.0	0.0	0.0
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ 0.0				$ 0.0	$ 0.0	$ 0.0
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	25.0%	12.5%	0.0%	-	-	-
Investments in Associated Companies	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ 0.0	6.0%	4.5%	3.0%	$ 0.0	$ 0.0	$ 0.0
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ 0.0	$ 0.0	$ 0.0
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ 0.0	$ 0.0	$ 0.0
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ (0.0)	$ (0.0)	$ (0.0)
Chapter 7 Professional Fees					(0.0)	(0.0)	(0.0)
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	-	-	-
Wind Down Costs					-	-	-
Severance					-	-	-
Total Liquidation Costs					$ (0.0)	$ (0.0)	$ (0.0)
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ 0.0	$ 0.0	$ 0.0

Creditor Class		Estimated Claim Allowed High	Mid	Low	Estimated Recovery by Class of Claims ($)/(%) High		Mid		Low	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Administrative Expense Claims	$ (0.0)	$ 0.0	$ 0.0	$ 0.0	$ 0.0	*83.0%*	$ 0.0	*47.9%*	$ 0.0	*9.4%*
Priority Claims	$ (0.0)	$ 0.0	$ 0.0	$ 0.0	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
LSTC - Prepetition Accounts Payable	(0.7)	0.7	0.7	0.7	-	*0.0%*	-	*0.0%*	-	*0.0%*
PBGC - Termination	(42.8)	42.8	42.8	42.8	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contract Rejection Damages	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contingent Litigation Liability	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
General Unsecured Claims	$ (43.5)	$ 43.5	$ 43.5	$ 43.5	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Total Claims	**$ (43.5)**	**$ 43.5**	**$ 43.5**	**$ 43.5**	**$ 0.0**	*0.0%*	**$ 0.0**	*0.0%*	**$ 0.0**	*0.0%*

Seven Seas Hill Corp.

($ in millions)

Assets	Book Value	Estimated Recovery Rate High	Mid	Low	Estimated Recovery Value High	Mid	Low
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	-	0.0%	0.0%	0.0%	-	-	-
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ -				$ -	$ -	$ -
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	0.0%	0.0%	0.0%	-	-	-
Investments in Associated Companies	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ -	$ -	$ -
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ -	$ -	$ -
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ -	$ -	$ -
Chapter 7 Professional Fees					-	-	-
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	-	-	-
Wind Down Costs					-	-	-
Severance					-	-	-
Total Liquidation Costs					$ -	$ -	$ -
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ -	$ -	$ -

Creditor Class		Estimated Claim Allowed High	Mid	Low	Estimated Recovery by Class of Claims ($)/(%) High		Mid		Low	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Administrative Expense Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Priority Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
LSTC - Prepetition Accounts Payable	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
PBGC - Termination	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contract Rejection Damages	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contingent Litigation Liability	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
General Unsecured Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Total Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*

Ophir Green Corp.

($ in millions)		Estimated Recovery Rate			Estimated Recovery Value		
Assets	**Book Value**	**High**	**Mid**	**Low**	**High**	**Mid**	**Low**
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	-	0.0%	0.0%	0.0%	-	-	-
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ -				$ -	$ -	$ -
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	0.0%	0.0%	0.0%	-	-	-
Investments in Associated Companies	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ -	$ -	$ -
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ -	$ -	$ -
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ -	$ -	$ -
Chapter 7 Professional Fees					-	-	-
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	-	-	-
Wind Down Costs					-	-	-
Severance					-	-	-
Total Liquidation Costs					$ -	$ -	$ -
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ -	$ -	$ -

		Estimated Claim Allowed			Estimated Recovery by Class of Claims ($)/(%)					
Creditor Class		**High**	**Mid**	**Low**	**High**		**Mid**		**Low**	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Administrative Expense Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Priority Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
LSTC - Prepetition Accounts Payable	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
PBGC - Termination	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contract Rejection Damages	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contingent Litigation Liability	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
General Unsecured Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Total Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*

Purdue Products L.P. (formerly Avrio Health L.P)*

($ in millions)		Estimated Recovery Rate			Estimated Recovery Value		
Assets	**Book Value**	**High**	**Mid**	**Low**	**High**	**Mid**	**Low**
Current Assets							
Cash and Cash Equivalents (Net)	$ 405.7	100.0%	100.0%	100.0%	$ 405.7	$ 405.7	$ 405.7
Accounts Receivable (Net)	-	0.0%	0.0%	0.0%	-	-	-
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ 405.7				$ 405.7	$ 405.7	$ 405.7
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	75.0%	62.5%	50.0%	-	-	-
Investments in Associated Companies	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ 405.7	100.0%	100.0%	100.0%	$ 405.7	$ 405.7	$ 405.7
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ 405.7	$ 405.7	$ 405.7
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ 405.7	$ 405.7	$ 405.7
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ -	$ -	$ -
Chapter 7 Professional Fees					(91.5)	(124.9)	(157.0)
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	-	-	-
Wind Down Costs					(0.0)	(0.0)	(0.0)
Severance					-	-	-
Total Liquidation Costs					$ (91.5)	$ (124.9)	$ (157.0)
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ 313.0	$ 278.3	$ 209.4
Net Liquidation Proceeds Available to Creditors					$ 314.2	$ 280.9	$ 248.8

		Estimated Claim Allowed			Estimated Recovery by Class of Claims ($)/(%)					
Creditor Class		**High**	**Mid**	**Low**	**High**		**Mid**		**Low**	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	***0.0%***	$ -	***0.0%***	$ -	***0.0%***
Administrative Expense Claims	$ -	$ -	$ -	$ -	$ -	***0.0%***	$ -	***0.0%***	$ -	***0.0%***
Priority Claims	$ -	$ -	$ -	$ -	$ -	***0.0%***	$ -	***0.0%***	$ -	***0.0%***
LSTC - Prepetition Accounts Payable	(1.2)	1.2	1.2	1.2	1.2	***100.0%***	1.2	***100.0%***	1.2	***100.0%***
PBGC - Termination	(42.8)	42.8	42.8	42.8	-	***0.0%***	1.4	***3.2%***	38.2	***89.1%***
Contract Rejection Damages	-	-	-	-	-	***0.0%***	-	***0.0%***	-	***0.0%***
Contingent Litigation Liability	-	-	-	-	-	***0.0%***	-	***0.0%***	-	***0.0%***
General Unsecured Claims	$ (44.0)	$ 44.0	$ 44.0	$ 44.0	$ 1.2	***2.7%***	$ 2.6	***5.8%***	$ 39.4	***89.4%***
Total Claims	**$ (44.0)**	**$ 44.0**	**$ 44.0**	**$ 44.0**	**$ 1.2**	***2.7%***	**$ 2.6**	***5.8%***	**$ 39.4**	***89.4%***

*Pursuant to the bankruptcy court's order dated June 5, 2023, the partnership name of Avrio Health L.P. was changed to Purdue Products L.P. effective as of the closing of the sale of substantially all of the assets of Avrio Health L.P. on June 1, 2023.

UDF LP

($ in millions)		Estimated Recovery Rate			Estimated Recovery Value		
Assets	**Book Value**	**High**	**Mid**	**Low**	**High**	**Mid**	**Low**
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	0.6	13.7%	11.4%	9.1%	0.1	0.1	0.1
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ 0.6				$ 0.1	$ 0.1	$ 0.1
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	75.0%	62.5%	50.0%	-	-	-
Investments in Associated Companies	2.6	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ 3.2	2.5%	2.0%	1.6%	$ 0.1	$ 0.1	$ 0.1
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ 0.1	$ 0.1	$ 0.1
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ 0.1	$ 0.1	$ 0.1
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ (0.0)	$ (0.0)	$ (0.0)
Chapter 7 Professional Fees					(0.0)	(0.0)	(0.0)
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	-	-	-
Wind Down Costs					-	-	-
Severance					-	-	-
Total Liquidation Costs					$ (0.0)	$ (0.0)	$ (0.0)
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ 0.1	$ 0.0	$ 0.0

		Estimated Claim Allowed			Estimated Recovery by Class of Claims ($)/(%)					
Creditor Class		**High**	**Mid**	**Low**	**High**		**Mid**		**Low**	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Administrative Expense Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Priority Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
LSTC - Prepetition Accounts Payable	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
PBGC - Termination	(42.8)	42.8	42.8	42.8	0.1	*0.2%*	0.0	*0.1%*	0.0	*0.0%*
Contract Rejection Damages	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contingent Litigation Liability	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
General Unsecured Claims	$ (42.8)	$ 42.8	$ 42.8	$ 42.8	$ 0.1	*0.2%*	$ 0.0	*0.1%*	$ 0.0	*0.0%*
Total Claims	**$ (42.8)**	**$ 42.8**	**$ 42.8**	**$ 42.8**	**$ 0.1**	*0.2%*	**$ 0.0**	*0.1%*	**$ 0.0**	*0.0%*

Rhodes Associates L.P.

($ in millions)		Estimated Recovery Rate			Estimated Recovery Value		
Assets	**Book Value**	**High**	**Mid**	**Low**	**High**	**Mid**	**Low**
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	13.8	0.0%	0.0%	0.0%	-	-	-
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ 13.8				$ -	$ -	$ -
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	75.0%	62.5%	50.0%	-	-	-
Investments in Associated Companies	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ 13.8	0.0%	0.0%	0.0%	$ -	$ -	$ -
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ -	$ -	$ -
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ -	$ -	$ -
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ -	$ -	$ -
Chapter 7 Professional Fees					-	-	-
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	-	-	-
Wind Down Costs					-	-	-
Severance					-	-	-
Total Liquidation Costs					$ -	$ -	$ -
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ -	$ -	$ -

		Estimated Claim Allowed			Estimated Recovery by Class of Claims ($)/(%)					
Creditor Class		**High**	**Mid**	**Low**	**High**		**Mid**		**Low**	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Administrative Expense Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Priority Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
LSTC - Prepetition Accounts Payable	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
PBGC - Termination	(42.8)	42.8	42.8	42.8	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contract Rejection Damages	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contingent Litigation Liability	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
General Unsecured Claims	$ (42.8)	$ 42.8	$ 42.8	$ 42.8	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Total Claims	**$ (42.8)**	**$ 42.8**	**$ 42.8**	**$ 42.8**	**$ -**	*0.0%*	**$ -**	*0.0%*	**$ -**	*0.0%*

Rhodes Pharmaceuticals LP

($ in millions)

Assets	Book Value	Estimated Recovery Rate			Estimated Recovery Value		
		High	Mid	Low	High	Mid	Low
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	68.6	75.0%	62.5%	50.0%	51.5	42.9	34.3
Inventories, Net	17.6	330.5%	247.9%	165.2%	58.0	43.5	29.0
Prepaid Expenses & Other Current Assets	2.4	6.0%	4.5%	3.0%	0.1	0.1	0.1
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ 88.6				$ 109.7	$ 86.5	$ 63.4
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	75.0%	62.5%	50.0%	-	-	-
Investments in Associated Companies	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	5.4	1128.7%	752.5%	376.2%	60.7	40.5	20.2
Other Assets	0.0	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ 94.0	181.3%	135.2%	89.0%	$ 170.4	$ 127.0	$ 83.6
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ 170.4	$ 127.0	$ 83.6
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ 170.4	$ 127.0	$ 83.6
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ (3.4)	$ (3.2)	$ (2.5)
Chapter 7 Professional Fees					(18.9)	(39.1)	(65.9)
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	(1.2)	(1.0)	(0.6)
Wind Down Costs					(3.8)	(6.0)	(8.7)
Severance					(0.2)	(0.2)	(0.2)
Total Liquidation Costs					$ (27.5)	$ (49.5)	$ (78.0)
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ 70.5	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ 142.9	$ 77.5	$ 5.7

Creditor Class		Estimated Claim Allowed			Estimated Recovery by Class of Claims ($)/(%)					
		High	Mid	Low	High		Mid		Low	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Administrative Expense Claims	$ (47.4)	$ 51.9	$ 47.4	$ 42.9	$ 51.9	*100.0%*	$ 47.4	*100.0%*	$ 5.7	*13.2%*
Priority Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
LSTC - Prepetition Accounts Payable	(2.3)	2.3	2.3	2.3	2.3	*100.0%*	1.5	*66.9%*	-	*0.0%*
PBGC - Termination	(42.8)	42.8	42.8	42.8	18.2	*42.5%*	28.6	*66.9%*	-	*0.0%*
Contract Rejection Damages *(Not Applicable)*	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contingent Litigation Liability	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
General Unsecured Claims	$ (45.1)	$ 45.1	$ 45.1	$ 45.1	$ 20.5	*45.5%*	$ 30.2	*66.9%*	$ -	*0.0%*
Total Claims	**$ (92.5)**	**$ 97.0**	**$ 92.5**	**$ 88.0**	**$ 72.4**	*74.6%*	**$ 77.5**	*83.8%*	**$ 5.7**	*6.4%*

Button Land L.P.

($ in millions)		Estimated Recovery Rate			Estimated Recovery Value		
Assets	**Book Value**	**High**	**Mid**	**Low**	**High**	**Mid**	**Low**
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	(0.0)	0.0%	0.0%	0.0%	-	-	-
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ (0.0)				$ -	$ -	$ -
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	75.0%	62.5%	50.0%	-	-	-
Investments in Associated Companies	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ (0.0)	0.0%	0.0%	0.0%	$ -	$ -	$ -
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ -	$ -	$ -
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ -	$ -	$ -
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ -	$ -	$ -
Chapter 7 Professional Fees					-	-	-
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	-	-	-
Wind Down Costs					-	-	-
Severance					-	-	-
Total Liquidation Costs					$ -	$ -	$ -
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ -	$ -	$ -

		Estimated Claim Allowed			Estimated Recovery by Class of Claims ($)/(%)					
Creditor Class		**High**	**Mid**	**Low**	**High**		**Mid**		**Low**	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Administrative Expense Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Priority Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
LSTC - Prepetition Accounts Payable	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
PBGC - Termination	(42.8)	42.8	42.8	42.8	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contract Rejection Damages	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contingent Litigation Liability	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
General Unsecured Claims	$ (42.8)	$ 42.8	$ 42.8	$ 42.8	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Total Claims	**$ (42.8)**	**$ 42.8**	**$ 42.8**	**$ 42.8**	**$ -**	*0.0%*	**$ -**	*0.0%*	**$ -**	*0.0%*

Quidnick Land L.P.

($ in millions)		Estimated Recovery Rate			Estimated Recovery Value		
Assets	**Book Value**	**High**	**Mid**	**Low**	**High**	**Mid**	**Low**
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	(0.0)	0.0%	0.0%	0.0%	-	-	-
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ (0.0)				$ -	$ -	$ -
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	75.0%	62.5%	50.0%	-	-	-
Investments in Associated Companies	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ (0.0)	0.0%	0.0%	0.0%	$ -	$ -	$ -
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ -	$ -	$ -
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ -	$ -	$ -
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ -	$ -	$ -
Chapter 7 Professional Fees					-	-	-
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	-	-	-
Wind Down Costs					-	-	-
Severance					-	-	-
Total Liquidation Costs					$ -	$ -	$ -
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ -	$ -	$ -

		Estimated Claim Allowed			Estimated Recovery by Class of Claims ($)/(%)					
Creditor Class		**High**	**Mid**	**Low**	**High**		**Mid**		**Low**	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Administrative Expense Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Priority Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
LSTC - Prepetition Accounts Payable	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
PBGC - Termination	(42.8)	42.8	42.8	42.8	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contract Rejection Damages	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contingent Litigation Liability	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
General Unsecured Claims	$ (42.8)	$ 42.8	$ 42.8	$ 42.8	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Total Claims	**$ (42.8)**	**$ 42.8**	**$ 42.8**	**$ 42.8**	**$ -**	*0.0%*	**$ -**	*0.0%*	**$ -**	*0.0%*

Paul Land Inc.

($ in millions)		Estimated Recovery Rate			Estimated Recovery Value		
Assets	**Book Value**	**High**	**Mid**	**Low**	**High**	**Mid**	**Low**
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	0.1	0.0%	0.0%	0.0%	-	-	-
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ 0.1				$ -	$ -	$ -
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	75.0%	62.5%	50.0%	-	-	-
Investments in Associated Companies	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ 0.1	0.0%	0.0%	0.0%	$ -	$ -	$ -
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ -	$ -	$ -
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ -	$ -	$ -
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ -	$ -	$ -
Chapter 7 Professional Fees					-	-	-
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	-	-	-
Wind Down Costs					-	-	-
Severance					-	-	-
Total Liquidation Costs					$ -	$ -	$ -
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ -	$ -	$ -

		Estimated Claim Allowed			Estimated Recovery by Class of Claims ($)/(%)					
Creditor Class		**High**	**Mid**	**Low**	**High**		**Mid**		**Low**	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Administrative Expense Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Priority Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
LSTC - Prepetition Accounts Payable	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
PBGC - Termination	(42.8)	42.8	42.8	42.8	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contract Rejection Damages	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contingent Litigation Liability	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
General Unsecured Claims	$ (42.8)	$ 42.8	$ 42.8	$ 42.8	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Total Claims	**$ (42.8)**	**$ 42.8**	**$ 42.8**	**$ 42.8**	**$ -**	*0.0%*	**$ -**	*0.0%*	**$ -**	*0.0%*

Rhodes Technologies

($ in millions)		**Estimated Recovery Rate**			**Estimated Recovery Value**		
Assets	**Book Value**	**High**	**Mid**	**Low**	**High**	**Mid**	**Low**
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	4.2	49.3%	41.1%	32.9%	2.0	1.7	1.4
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ 4.2				$ 2.0	$ 1.7	$ 1.4
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	75.0%	62.5%	50.0%	-	-	-
Investments in Associated Companies	2.4	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ 6.6	31.2%	26.0%	20.8%	$ 2.0	$ 1.7	$ 1.4
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ 2.0	$ 1.7	$ 1.4
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ 2.0	$ 1.7	$ 1.4
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ (0.0)	$ (0.0)	$ (0.0)
Chapter 7 Professional Fees					(0.3)	(0.5)	(0.8)
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	-	-	-
Wind Down Costs					(0.0)	(0.0)	(0.0)
Severance					-	-	-
Total Liquidation Costs					$ (0.4)	$ (0.6)	$ (0.8)
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ 1.7	$ 1.1	$ 0.5

		Estimated Claim Allowed			**Estimated Recovery by Class of Claims ($)/(%)**					
Creditor Class		**High**	**Mid**	**Low**	**High**		**Mid**		**Low**	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	***0.0%***	$ -	***0.0%***	$ -	***0.0%***
Administrative Expense Claims	$ -	$ -	$ -	$ -	$ -	***0.0%***	$ -	***0.0%***	$ -	***0.0%***
Priority Claims	$ -	$ -	$ -	$ -	$ -	***0.0%***	$ -	***0.0%***	$ -	***0.0%***
LSTC - Prepetition Accounts Payable	(0.3)	0.3	0.3	0.3	0.0	***3.9%***	0.0	***2.6%***	0.0	***1.2%***
PBGC - Termination	(42.8)	42.8	42.8	42.8	1.7	***3.9%***	1.1	***2.6%***	0.5	***1.2%***
Contract Rejection Damages	-	-	-	-	-	***0.0%***	-	***0.0%***	-	***0.0%***
Contingent Litigation Liability	-	-	-	-	-	***0.0%***	-	***0.0%***	-	***0.0%***
General Unsecured Claims	$ (43.1)	$ 43.1	$ 43.1	$ 43.1	$ 1.7	***3.9%***	$ 1.1	***2.6%***	$ 0.5	***1.2%***
Total Claims	**$ (43.1)**	**$ 43.1**	**$ 43.1**	**$ 43.1**	**$ 1.7**	***3.9%***	**$ 1.1**	***2.6%***	**$ 0.5**	***1.2%***

SVC Pharma Inc.

($ in millions)

Assets	Book Value	Estimated Recovery Rate High	Mid	Low	Estimated Recovery Value High	Mid	Low
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	0.0	0.0%	0.0%	0.0%	-	-	-
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	0.1	6.0%	4.5%	3.0%	0.0	0.0	0.0
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ 0.1				$ 0.0	$ 0.0	$ 0.0
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	75.0%	62.5%	50.0%	-	-	-
Investments in Associated Companies	0.0	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ 0.1	3.6%	2.7%	1.8%	$ 0.0	$ 0.0	$ 0.0
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ 0.0	$ 0.0	$ 0.0
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ 0.0	$ 0.0	$ 0.0
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ (0.0)	$ (0.0)	$ (0.0)
Chapter 7 Professional Fees					(0.0)	(0.0)	(0.0)
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	-	-	-
Wind Down Costs					-	-	-
Severance					-	-	-
Total Liquidation Costs					$ (0.0)	$ (0.0)	$ (0.0)
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ 0.0	$ 0.0	$ 0.0

Creditor Class		Estimated Claim Allowed High	Mid	Low	Estimated Recovery by Class of Claims ($)/(%) High		Mid		Low	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Administrative Expense Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Priority Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
LSTC - Prepetition Accounts Payable	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
PBGC - Termination	(42.8)	42.8	42.8	42.8	0.0	*0.0%*	0.0	*0.0%*	0.0	*0.0%*
Contract Rejection Damages	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contingent Litigation Liability	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
General Unsecured Claims	$ (42.8)	$ 42.8	$ 42.8	$ 42.8	$ 0.0	*0.0%*	$ 0.0	*0.0%*	$ 0.0	*0.0%*
Total Claims	**$ (42.8)**	**$ 42.8**	**$ 42.8**	**$ 42.8**	**$ 0.0**	*0.0%*	**$ 0.0**	*0.0%*	**$ 0.0**	*0.0%*

SVC Pharma L.P.

($ in millions)

Assets	Book Value	Estimated Recovery Rate High	Mid	Low	Estimated Recovery Value High	Mid	Low
Current Assets							
Cash and Cash Equivalents (Net)	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Accounts Receivable (Net)	(0.5)	0.0%	0.0%	0.0%	-	-	-
Inventories, Net	-	0.0%	0.0%	0.0%	-	-	-
Prepaid Expenses & Other Current Assets	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash	-	0.0%	0.0%	0.0%	-	-	-
Total Current Assets	$ (0.5)				$ -	$ -	$ -
Non-Current Assets							
Property and Equipment, net	$ -	0.0%	0.0%	0.0%	$ -	$ -	$ -
Investments at Cost	-	75.0%	62.5%	50.0%	-	-	-
Investments in Associated Companies	-	0.0%	0.0%	0.0%	-	-	-
Restricted Cash - Long-Term	-	0.0%	0.0%	0.0%	-	-	-
Intangible Assets, Net	-	0.0%	0.0%	0.0%	-	-	-
Other Assets	-	0.0%	0.0%	0.0%	-	-	-
Total Assets	$ (0.5)	0.0%	0.0%	0.0%	$ -	$ -	$ -
Liquidation Proceeds							
Liquidation Proceeds from Assets					$ -	$ -	$ -
Shareholder litigation					-	-	-
Total Liquidation Proceeds					$ -	$ -	$ -
Liquidation Costs							
Chapter 7 Trustee Fees		-2.0%	-2.5%	-3.0%	$ -	$ -	$ -
Chapter 7 Professional Fees					-	-	-
Transaction Costs/Advisory Fees		-2.0%	-2.5%	-3.0%	-	-	-
Wind Down Costs					-	-	-
Severance					-	-	-
Total Liquidation Costs					$ -	$ -	$ -
Funding Required from Purdue Pharma L.P.					$ -	$ -	$ -
Excess Proceeds Available to Purdue Pharma L.P.					$ -	$ -	$ -
Net Liquidation Proceeds Available to Creditors					$ -	$ -	$ -

Creditor Class	Book Value	Estimated Claim Allowed High	Mid	Low	Estimated Recovery by Class of Claims ($)/(%) High		Mid		Low	
DOJ - Criminal Forfeiture	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Administrative Expense Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Priority Claims	$ -	$ -	$ -	$ -	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
LSTC - Prepetition Accounts Payable	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
PBGC - Termination	(42.8)	42.8	42.8	42.8	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contract Rejection Damages	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
Contingent Litigation Liability	-	-	-	-	-	*0.0%*	-	*0.0%*	-	*0.0%*
General Unsecured Claims	$ (42.8)	$ 42.8	$ 42.8	$ 42.8	$ -	*0.0%*	$ -	*0.0%*	$ -	*0.0%*
Total Claims	**$ (42.8)**	**$ 42.8**	**$ 42.8**	**$ 42.8**	**$ -**	*0.0%*	**$ -**	*0.0%*	**$ -**	*0.0%*

Appendix D

Financial Projections

Financial Projections

In connection with the Disclosure Statement,[1] the Debtors' management team ("Management") prepared financial projections ("Financial Projections") for NewCo for fiscal years 2025 through 2026 (the "Projection Period"). The Financial Projections were prepared by Management and are based on a number of assumptions made by Management with respect to the future performance of NewCo's business. **Although Management has prepared the Financial Projections in good faith and believes the assumptions to be reasonable, there can be no assurance that such assumptions will be realized. As described in detail in the Disclosure Statement, a variety of risk factors could affect NewCo's financial results and must be considered. Accordingly, the Financial Projections should be reviewed in conjunction with a review of the risk factors set forth in the Disclosure Statement and the assumptions described herein, including all relevant qualifications and footnotes.**

The Debtors believe that the Plan meets the feasibility requirements set forth in section 1129(a)(11) of the Bankruptcy Code, as confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors or any successor under the Plan. In connection with the planning and development of a plan of reorganization and for the purposes of determining whether such plan would satisfy this feasibility standard, the Debtors analyzed their ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources.

These Financial Projections were not prepared with a view toward compliance with published guidelines of the United States Securities and Exchange Commission or guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information. An independent auditor has not examined, compiled or performed any procedures with respect to the prospective financial information contained in this Exhibit and, accordingly, it does not express an opinion or any other form of assurance on such information or its achievability. Debtors' independent auditor assumes no responsibility for, and denies any association with, the prospective financial information.

Principal Assumptions for the Financial Projections

The Financial Projections are based on, and assume the successful implementation of, the Debtors' current business plan ("Business Plan"). Both the Business Plan and the Financial Projections reflect numerous assumptions, including various assumptions regarding the anticipated future performance of NewCo, industry performance, general business and economic conditions, and other matters, many of which are beyond the control of the Debtors. These projections assume that the Company continues to operate its business in the ordinary course and do not forecast for any potential future operating asset sales.

Therefore, although the Financial Projections are necessarily presented with numerical specificity, the actual results achieved during the Projection Period will likely vary from the projected results. These variations may be material. Accordingly, no definitive representation can be or is being made with respect to the accuracy of the Financial Projections or the ability of NewCo to achieve the projected results of operations. See "Risk Factors."

In deciding whether to vote to accept or reject the Plan, creditors must make their own determinations as to the reasonableness of such assumptions and the reliability of the Financial Projections. See "Risk Factors."

Moreover, the Financial Projections were prepared solely in connection with the restructuring pursuant to the Plan.

Under Accounting Standards Codification "ASC" 852, "Reorganizations" ("ASC 852"), the Debtors note that the Financial Projections reflect the operational emergence from chapter 11 but not the impact of fresh start accounting that will likely be required upon emergence. Fresh start accounting requires all assets, liabilities, and equity instruments to be valued at "fair value." The Financial Projections account for the reorganization and related transactions pursuant to the Plan. While the Debtors expect that NewCo will be required to implement fresh start accounting upon emergence, they have not yet completed the work required to quantify the impact to the Financial Projections. When NewCo fully implements fresh start accounting, differences are anticipated and such differences could be material.

Safe Harbor Under The Private Securities Litigation Reform Act of 1995

The Financial Projections contain statements which constitute "forward-looking statements" within the meaning of the Securities Act of 1933, as amended (the "Securities Act") and the Securities Exchange Act of 1934, as amended by the Private Securities Litigation Reform Act of 1995 (the "Exchange Act"). Forward-looking statements in the Financial Projections include the intent, belief, or current expectations of the Debtors and members of its management team with respect to the Business Plan and NewCo's future liquidity, as well as the assumptions upon which such statements are based.

While the Debtors believe that the expectations are based on reasonable assumptions within the bounds of their knowledge of their business and operations, parties in interest are cautioned that any such forward-looking statements are not guarantees of future performance, and involve risks and uncertainties, and that actual results may differ materially from those contemplated by such forward-looking statements.

Select Risk Factors Related to the Financial Projections

The Financial Projections are subject to inherent risks and uncertainties, most of which are difficult to predict and many of which are beyond Management's control. Many factors could cause actual results, performance or achievements to differ materially from any future results, performance or achievements expressed or implied by these forward-looking statements. A description of the risk factors associated with the Plan, the Disclosure Statement, and the Financial Projections is included in Article VIII.B of the Disclosure Statement.

Financial Projections General Assumptions

Basis of presentation (non-GAAP)

- The consolidated financial statements include NewCo and its subsidiaries, as successors to the operating businesses of Purdue Pharma L.P. and its Debtor subsidiaries. All significant intercompany transactions and accounts have been eliminated.

- The Debtors' liabilities subject to compromise account balance consists of $6,500 million of opioid litigation contingency accrual (expected to be paid by the Company's shareholders) and approximately $13 million of pre-petition trade liabilities. Upon emergence, the Debtors' forecasts reclassify the liability associated with the cash settlement that is expected to be paid by the Company's pre-petition shareholders (and therefore not part of Debtors cash projections) to equity as a capital contribution based on the settlement agreement with the pre-petition shareholders. The pre-petition trade liabilities are assumed to be settled in cash. Other balance sheet projections do not include adjustments for fresh start accounting; projections are non-GAAP and not created in accordance with American Institute of Certified Public Accountants Statement of Position 90-7.

- The calculation of the cash Distributions to Claimants from the Estate at emergence is calculated as cash in excess of $135 million after other required effective date payments are funded (refer to "Allocation of Estate Distributable Value under the Plan" below). Up to 5% of the NewCo Distributable Cash, which shall not exceed $5 million per annum, will be distributed annually to the Foundation, which the Foundation may utilize to make grants for evidence-based strategies to abate the opioid crisis. NewCo shall allocate any remaining NewCo Distributable Cash not distributed to the Foundation to the Governmental Remediation Trust and the Tribes Trust. Because the exact distributions to the Foundation, the Governmental Remediation Trust and the Tribes Trust will be determined by NewCo's board, for illustrative purposes these financial forecasts do not show any distributions by NewCo in 2026.

Allocation of Estate Distributable Value under the Plan

- Pursuant to Section 5.14(a) of the Plan, the Debtors' Effective Date Cash will be used to (i) fund the Professional Fee Escrow Account, the PAT Reserves and PAT Distribution Accounts to pay Professional Fee Claims and operating expenses of the Plan Administration Trust and to make distributions to Holders of Allowed Claims that will be administered by the Plan Administration Trust, (ii) fund the MDT Operating Reserve to pay operating expenses of the Master Disbursement Trust, (iii) contribute the Initial NewCo Cash to NewCo in the amount of $135 million, (iv) make the Initial Tribe Trust Distribution, distribution to Public School Trust, and the Initial Private Creditor Trust Distributions on account of ER Physician Claims, Tribe Claims, Hospital Claims, Third-Party Payor Claims and PI Claims and (v) pay the other required amounts pursuant to the Plan.

- Pursuant to Section 5.14(b) of the Plan, all Effective Date Cash remaining after the satisfaction of the amounts described above will be used to make the Initial Governmental Remediation Trust ("GRT") Distribution, which is currently estimated to be $821 million.

- On or as soon as practicable after the Effective Date, the NewCo Transferred Assets, consisting of the Initial NewCo Cash and all of the operating assets of the Debtors (including all non-cash assets of the Debtors other than the Excluded Assets), will be transferred directly or indirectly to NewCo or one or more of its subsidiaries.

- On the Effective Date, the Master Disbursement Trust will receive the MDT Transferred Assets (consisting of the MDT Operating Reserve, Shareholder Claim Rights, including the rights to receive payments due under the Shareholder Settlement Agreements, the MDT Insurance Rights and the MDT Causes of Action).

- The Master Disbursement Trust will use available cash to fund operating expenditures of the Master Disbursement Trust (including the payment of fees for certain third-party services and the compensation of the MDT Trustees and the MDT Advisory Council Representatives) and to make distributions to the Private Creditor Trusts on each MDT Distribution Date in accordance with the terms outlined in Section 5.2(e) of the Plan. MDT excess cash will ultimately be distributed to GRT and the Tribe Trust.

- Amounts paid in respect of the Shareholder Settlement Agreements are forecasted based on the terms set forth in the Plan and Disclosure Statement.

- The timing of any recoveries in respect of MDT Insurance Rights is currently uncertain and such recoveries have not been included in the forecast for conservatism.

- Distributions to each Creditor Trust will be used to make Distributions on account of Claims channeled to such Creditor Trust in accordance with the Plan, in addition to paying certain attorneys' fees and costs and funding operating expenditures of such Creditor Trust.

Below is a brief description of selected forecasted financial statement items for the NewCo operating assets:

Non-GAAP P&L

- Net Sales
    - NewCo will continue to operate the business under four main segments:
        1. Branded Opioids: Prescription opioids, including OxyContin, Hysingla, and Butrans
        2. Rhodes Pharmaceuticals (the "Generic Business"): Primarily generic solid oral-dose opioids, transdermal prescription medications, ADHD prescription medications and other prescription medications
        3. Pipeline Assets: Early-stage non-opioid assets that require investment to reach commercialization or potential inflection point (for next decisions around further investment or monetization) but present upside if successfully developed; range of therapeutic areas from oncology to non-opioid pain; and
        4. Public Health Initiative: Four life savings medicines (OTC Naloxone nasal spray (RiVive™), buprenorphine/naloxone (generic Suboxone® tablets), the Nalmefene Vial and Zurnai™ (Nalmefene Auto-Injector)) have been approved by the FDA during the pendency of the bankruptcy and are expected to help address and abate the ongoing opioid epidemic. Given the Debtors' commitment to provide these medications for free or at or below cost, future net sales for these products, which are forecasted to be relatively minimal, are excluded from these Financial Projections.
    - In determining net sales for Branded Opioids, the Debtors first forecast gross sales based upon a combination of historical sales, demand trends, industry growth/decline, competitive landscape and market share assumptions. Management then forecasts the appropriate gross to net adjustments, such as expected returns, wholesaler fees and rebates, amongst other adjustments, to determine the appropriate net sales forecast for each product. As noted above, these Financial Projections reflect the Debtors' current business plan and, upon emergence, they are subject to the decisions to be made by the NewCo Managers.
    - The Branded Opioids segment forecasts net sales to continue to decline in line with the overall market decline in opioid prescriptions, with some adjustments due to changes in market share from year to year.
    - Rhodes Pharmaceuticals' net sales are forecasted to decline slightly during the projection period as certain of the Debtors' products face increasing competition during the 2025-2026 timeframe.
- Cost of Sales
    - Cost of sales forecasts for each product include the cost of goods sold, royalty expense and shipping and warehousing costs. The forecasts for each of the products are consistent with the Debtors' historical margins. Over time the Debtors' consolidated margins are expected to shift with its underlying product mix.

- General and Administrative
    - General and administrative expenses primarily consist of salaries and benefits and related overhead costs for functions such as the finance, legal and human resources, amongst others.
- Legal Fees – Ordinary Course
    - Ordinary course legal fees are primarily related to outside legal fees for general corporate, patent defense/prosecution, employment, regulatory and insurance.
- Research and Development
    - Research and development expenses primarily include expenses for salaries and benefits, the development of a low dose version of Nalmefene and investment in the for-profit pipeline.
- Milestones
    - Milestone expenses are either (i) pre-NDA milestone payments related to research projects or (ii) the amortization of capitalized NDA approval or launch milestone payments.
- Medical Affairs
    - Medical Affairs cost primarily relate to expenses for salaries and benefits, opioid and Nalmefene FDA commitments, future pipeline product research, and adverse event reporting.
- Sales and Promotion
    - Sales and promotion expenses are primarily related to salary and benefit costs of the commercial team and data expenses and market awareness spend for Nalmefene. The company does not have a sales force for marketing opioid products to healthcare providers.
- Health Care Reform Fee / Opioid Tax
    - The health care reform fee is an annual tax paid to the IRS by pharmaceutical manufacturers, generally related to sales made to specified programs. This line of the profit and loss statement also includes various taxes on sales made to certain states, including opioid taxes.
- Other
    - Other expenses primarily represent annual bonus and long-term employee incentive compensation payments.
- Other Items
    - Other items primarily relate to third party royalty income, royalty expenses and interest income.
- PHI Costs

- Upon emergence, NewCo will provide overdose and addiction treatment medications ("Public Health Initiative" or "PHI") at or below cost to the U.S. public. The cost of developing the PHI products as well as the related spend for medical affairs and sales and promotion expenses are included in these forecasts. However, the additional costs of manufacturing and distributing the Nalmefene Vial and Auto-Injector are excluded from the forecasts. The forecasts assume that these PHI products are provided at cost (i.e. Selling price equals cost), resulting in zero net cash flow impact. For the generic Suboxone® tablets distributed under the MMCAP Infuse program, the net costs are included within General and Administrative expenses.

- Legal Fees - Non-Recurring

  - Non-recurring legal fees are primarily due to bankruptcy and litigation related professional fees.

- One Time Charges / Other Items

  - One-time charges are primarily related to non-recurring expenses including asset impairments / write-offs, or severance.

- Taxes

  - The potential future tax liabilities of NewCo remain uncertain and will depend, among other factors, on (1) whether NewCo elects to be treated as a corporation for U.S. federal income tax purposes and (2) the tax basis of Newco's assets at emergence that will be based on a detailed valuation performed by a qualified third party expert (this valuation has yet to be performed). Due to the uncertainty of the future tax liabilities, the cash flow statement is shown without tax. The Debtors continue to work to optimize NewCo's post-emergence structure to minimize its future tax liabilities, however, the ultimate result of this process remains uncertain. The Debtors' current preliminary estimates are that NewCo could incur $40 million to $80 million over the period 2025 to 2026 in tax liabilities, but is highly dependent on (1) and (2) above. Even if NewCo were to incur tax liabilities of such magnitude, NewCo would retain sufficient liquidity to meet all future obligations.

Non-GAAP Balance Sheet

- Cash and Cash Equivalents

  - The Debtors record all highly liquid instruments, with a maturity of less than 90 days when acquired, to be cash equivalents. The forecast is assumed to distribute all Estate cash in excess of $135 million at emergence after other required effective date payments are funded.

- Investments

  - Investments classified as available-for-sale are carried at estimated fair value with unrealized gains and losses recorded to net income.

  - Investments in privately held companies are accounted for using the cost method. The carrying value of investments in privately held companies are accounted for using the net asset value plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the same issuer.

- Receivables
    - Allowance for doubtful accounts, accrued return reserves, cash payment discounts, wholesaler fees and chargebacks are included in receivables. Receivables generally are due within 30 to 60 days for the branded business and generally are between 60 and 100 days for the Generic Business. Credit is extended to customers based on an evaluation of their financial condition and collateral is not required. Consistent with historical trend, account write-offs have been assumed to be de-minimis.
- Inventories
    - Inventories, consisting of raw materials, work in progress and finished goods, are stated at the lower of cost or net realizable value and computed using the first-in, first-out method.
    - Inventory balances are forecasted based on quantities needed to fulfill forecasted sales and are consistent with historical inventory management practices.
- Prepaid expenses and other assets
    - Amount consist primarily of prepaid operating expenses, retainers relating to advisors and deposits, and other advances to vendors.
- Restricted Cash
    - The Debtors' restricted cash primarily relates to cash collateralized for insurance policies and trust agreements. These cash collateralization requirements are in place due to the Debtors' branded opioid business. The forecasted reductions in restricted cash represent the release of funds that will revert to NewCo based upon the underlying contractual terms and conditions in the underlying agreements. For illustrative purposes, these releases of funds are shown as reverting to NewCo, although they may ultimately revert directly to the MDT to the extent that the underlying policies and restricted cash balances are transferred to the MDT at emergence.
- Property and Equipment
    - Property and equipment are stated at cost and depreciated primarily using the straight-line method over the estimated useful lives of the related assets.
    - Forecasted amounts for capital expenditures consist of maintenance expenditures including ordinary course alterations and repairs.
- Intangible Assets
    - Finite lived intangible assets (consisting of acquisition costs, approval or launch milestones for patent rights for OxyContin and Dilaudid) are amortized using the straight-line method over the estimated useful lives of the related assets up to fifteen years.
    - Indefinite lived intangibles are stated at cost and not subject to amortization.

- Other Assets
    - Other assets balance consists of right-of-use assets for leased office and laboratory space and prepaid rent.
- Accounts Payable
    - Accounts payable consist of trade payables and accrued operating expenses.
- Accrued Expenses and Other Liabilities
    - This amount consists primarily of accrued rebates, accrued and unpaid legal expenses, salaries and benefits, state opioid taxes, royalty expenses and other accrued expenses.
    - Revenue from sales of products is recognized at the time title passes to the customer, which generally occurs upon receipt by the customer. The Company establishes:
        - Returns, early payment discounts, customer discounts, wholesaler fees, chargebacks, Medicaid, Medicare and commercial rebates in the same period as the related sales are recognized in determining net sales. Accrued returns, cash payment discounts, wholesaler fees and chargebacks are included in receivables. Rebates are included in accrued expenses.
        - Rebate accruals are recorded for (1) the future rebates that will be paid on the value of inventory held within the distribution channel that has not been consumed by the end customer as of a reporting date and (2) rebates that have either been invoiced to the Company and not paid or rebates that are estimated based on consumption by the end customer. Information is regularly reviewed to confirm amounts of inventory in the distribution channel, such as data from several large customers' inventory management systems, and for other customers, data from third parties to help estimate the amount of inventory held by retail.
        - Royalty accruals from the licensing of product rights over the periods earned.
- Other Long-Term Liabilities
    - Other long-term liabilities consist primarily of employee defined pension benefits liability and employee post-retirement benefits liability related to the retirement and medical benefits provided by the Debtors to substantially all employees through a former, now frozen (see below) noncontributory defined benefit pension plan and a postretirement health care and life insurance plan.
    - Effective December 31, 2017, all remaining participants of the Debtors' defined pension plan ceased to accrue any additional benefits. The postretirement health care and life insurance plan was also amended effective January 1, 2018 to close post-65 medical coverage and life insurance coverage to future retirees. During February 2025, the Debtors sought authorization to affect a "standard termination" of the Purdue Pension Plan and on March 17, 2025, the Bankruptcy Court entered an order approving the Purdue Pension Plan termination motion. In order to effectuate a standard termination of the Purdue Pension Plan, the Debtors must make contributions to the Purdue Pension Plan so that it will possess sufficient assets to satisfy all plan benefits and liabilities

as of the date of distribution. The Debtors believe that, given the value of Plan assets and the favorable interest rate environment, terminating the Purdue Pension Plan at this time would reduce the risk of future liability and ensure that more funds would be available to creditors. The Debtors expect to contribute approximately $43 million to effectuate the standard termination of the Purdue Pension Plan in approximately 12-24 months' time. Of this amount, $30 million is estimated to be paid prior to emergence from chapter 11.

Cash Flows

- Operating Activities
    - Change in working capital is driven by ordinary course changes in accounts receivable, accounts payable, inventory, other current assets and other current liabilities.
- Investing Activities
    - Capital expenditures largely reflect manufacturing facility replacement of equipment and IT applications/infrastructure.
    - In forecasting the proceeds from sale of investments, the forecasted sale amount is estimated based on the sale of marketable security investments using the market prices as of December 31, 2024 as a proxy for the sale price and an investment at cost appreciating approximately 25% from its value at December 31, 2024. More recently, the market prices of the marketable security investments have traded at approximately 50% of the prices at year end. While the future sale proceeds will depend upon, among other factors, the prevailing market price at the time of such sale, the Debtors believe that the potential for lower sale proceeds presents little to no risk in the context of the overall plan.
    - The release of restricted cash is forecasted based upon the assumption of restricted cash collateral backstopping various of the Debtors' insurance policies. For the component of this restricted cash collateral transferred directly to the MDT, the released restricted cash would also be transferred directly to the MDT. However, as previously stated, for illustrative purposes, the Financial Projections reflect release of restricted cash associated with historical insurance policies is released at NewCo and subsequently transferred to the MDT and GRT at the discretion of the NewCo Board.
- Financing Activities
    - The contribution represents $6.5 billion in aggregate payments due under the Shareholder Settlement Agreements as outlined in the Disclosure Statement and Plan, which will be recorded in the Debtors' financials as a shareholder contribution, but which will be paid directly to Master Disbursement Trust under the Shareholder Settlement Agreements.

Claimant Trusts

- Operating Expenses
    - MDT expenses represent preliminary estimates of the go forward costs to administer each entity and to perform the duties for which each entity has been created.
- Cash Balances

- MDT is assumed to hold cash equal to the next year of operating expenses.

- Distributions
  - Private settlement payments, tribe distributions and GRT distributions are made per the terms of the plan of reorganization.

1. Consolidated Non-GAAP P&L *($ in millions)*	**FY 2025 Forecast**	**FY 2026 Forecast**
NET SALES	**$ 562**	**$ 497**
Cost of Goods Sold / Royalties	(120)	(123)
GROSS PROFIT	**$ 442**	**$ 373**
General and Administrative	(70)	(61)
Legal Fees - Ordinary Course	(19)	(16)
Research and Development	(67)	(56)
Milestones and Alliances	0	0
Medical Affairs	(32)	(42)
Sales and Promotion	(36)	(42)
Health Care Reform Fee / Opioid Taxes	(10)	(8)
Incentive Compensation	(31)	(26)
Other	(2)	(2)
OPERATING EXPENSES	**$ (267)**	**$ (253)**
OPERATING PROFIT	**$ 175**	**$ 120**
Other Items	57	94
PROFIT BEFORE NON-RECURRING & ONE-TIME CHARGES	**$ 231**	**$ 213**
Legal Fees - Non-Recurring	(224)	(15)
One Time Charges / Other Items	(11)	(20)
PROFIT (LOSS)	**$ (3)**	**$ 178**
Net Profit (Loss) From Discontinued Operations	28	-
PROFIT (LOSS) AFTER CLAIMANT DISTRIBUTIONS	**$ 25**	**$ 178**

2. Consolidated Non-GAAP Balance Sheets *($ in millions)*	**FY 2025 Forecast**	**FY 2026 Forecast**
Assets		
Current Assets:		
Cash and cash equivalents	$ 135	$ 309
Accounts receivable	73	57
Due from associated companies	6	5
Inventories	65	56
Restricted Cash	17	12
Prepaid expenses and other assets	34	32
Total current assets	330	472
Property, plant, and equipment, net	61	62
Restricted cash - long-term	144	119
Intangible assets, net	3	1
Other assets	5	1
Total assets	**$ 543**	**$ 655**
Liabilities		
Current liabilities:		
Accounts payable	$ 29	$ 28
Accrued expenses and taxes	153	117
Due to associated companies	1	1
Total current liabilities	183	146
Other liabilities	148	121
Due to associated companies	11	11
Total liabilities	343	279
Equity		
Retained earnings and partners' capital	258	436
Accumulated other comprehensive loss	(58)	(60)
Total stockholder's equity	200	376
Total liabilities and stockholder's equity	**$ 543**	**$ 655**

3. Consolidated Non-GAAP Cash Flow Metrics *($ in millions)*	FY 2025 Forecast	FY 2026 Forecast
Operating activities		
Net Income (before distributions to claimants)	$ 25	$ 178
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	12	12
Net Gain on Sale of Consumer Health Assets	(28)	-
Due (From)To Associates	(0)	1
Working capital changes	(50)	(11)
Long-term assets and liabilities	(21)	(25)
Net cash provided by operating activities	(62)	154
Investing activities		
Capital expenditures	(14)	(12)
Proceeds from sale of investments	10	-
Net Proceeds from Sale of Consumer Health Assets	28	-
Restricted cash, net	1	32
Net cash used in investing activities	25	20
Financing activities		
Distribution to Trust/Creditors/DOJ	(1,282)	-
Net cash used in financing activities	(1,282)	-
Increase (decrease) in cash and cash equivalents	(1,320)	174
Unrestricted Cash at beginning of period	1,455	135
Unrestricted Cash at end of period	**$ 135**	**$ 309**

4. Claimant Trusts - Cash Schedule *($ in millions)*	12/31/2025 Emergence Date	2026 Forecast	Cumulative 2025 - 2026
Excess Unrestricted Cash at Debtors/NewCo	$ 1,282	-	$ 1,282
Settlement Payments to Federal Government	(250)	-	(250)
Other Emergence Date Expenses and Reserves	(105)	-	(105)
Total Cash Sweep from Debtors/NewCo	**$ 927**	**$ -**	**$ 927**
MDT			
Shareholder Proceeds	$ 1,500	$ 500	$ 2,000
Shareholder Prepayment Adjustment[1]	$ 151	$ (27)	124
Special Operating Reserve Fund[2]	(200)	(100)	(300)
Cash Sweep from Debtors/NewCo	927	-	927
Total Cash Inflows	**$ 2,378**	**$ 373**	**$ 2,751**
Trust Operating Expenses	-	(20)	(20)
Private Settlements	(1,462)	-	(1,462)
Public Schools & Repository	(28)	(18)	(45)
MDT Federal Government Claim	-	(10)	(10)
Tribe Distribution	(28)	(11)	(39)
Total	**$ (1,517)**	**$ (58)**	**$ (1,575)**
Net Increase / (Decrease) in Cash	**861**	**315**	**1,176**
Opening MDT Cash Balance	**$ -**	$ 40	**$ -**
Net Increase / (Decrease) in Cash	861	315	1,176
GRT Distribution [3]	(821)	(315)	(1,136)
Ending MDT Cash Balance	**$ 40**	**$ 40**	**$ 40**

Notes:

[1] Amount assumes the prepayment of a shareholder party's entire payment obligation upon Effective Date. This adjustment assumes a $218 million payment upon the Effective Date by the prepaying shareholder party, resulting in a discount to the face amount. If this amount is not prepaid, this party would owe $345 million over fifteen years.

[2] Assuming no suspension event, the reversion of these reserve funds may occur at the earliest in years 2030 to 2033.

[3] For the avoidance of doubt, the GRT distributions exclude any potential professional fees that may need to ultimately be paid out of these distributions.

Appendix E

Tribal Allocation Distribution Percentages

Allocation of Settlement Among Tribes

6/18/2021

FederallyRecognizedTribeName	Division of Funds (Allocation %)
Total	**100.0000%**
Absentee-Shawnee Tribe of Indians of Oklahoma	0.5575%
Agua Caliente Band of Cahuilla Indians of the Agua Caliente Indian Reservation, California	0.0406%
Ak-Chin Indian Community	0.0635%
Alabama-Coushatta Tribe of Texas	0.0293%
Alabama-Quassarte Tribal Town	0.0111%
ALL Alaskan Tribes	9.2643%
Alaska Native Tribal Health Consortium	1.8883%
*Aleutian Pribilof Islands Association	0.0674%
*Arctic Slope Native Association	0.2825%
*Bristol Bay Area Health Corporation	0.4733%
Chickaloon Native Village	0.0105%
*Chugachmiut	0.1055%
*Copper River Native Association	0.0922%
*Eastern Aleutian Tribes	0.1017%
Eklutna Native Village	0.0125%
Eyak Native Village	0.0202%
*Kodiak Area Native Association	0.1817%
*Kenaitze Indian Tribe	0.1544%
*Ketchikan Indian Community	0.1033%
Knik Tribe	0.0118%
*Maniilaq Association	0.4026%
Metlakatla Indian Community	0.0703%
*Mt. Sanford Tribal Consortium	0.0268%
*Norton Sound Health Corporation	0.5929%
*Southcentral Foundation	1.5145%
*Southeast Alaska Regional Health Corporation	0.5865%
Seldovia Village Tribe	0.0322%
*Tanana Chiefs Conference (including Council of Athabascan Tribal Governments)	0.9318%
Yakutat Tlingit Tribe	0.0290%
*Yukon Kuskokwim Health Corporation	1.4987%
Native Village of Chitina	0.0115%
Ninilchik Village	0.0289%
Native Village of Tanana	0.0190%
Native Village of Tyonek	0.0145%
Alturas Indian Rancheria, California	0.0008%
Apache Tribe of Oklahoma	0.1334%
Arapaho Tribe of the Wind River Reservation, Wyoming	0.3444%
Aroostook Band of Micmacs	0.0370%
Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation, Montana	0.3789%
Augustine Band of Cahuilla Indians, California	0.0013%
Bad River Band of the Lake Superior Tribe of Chippewa Indians of the Bad River Reservation, Wisconsin	0.1533%
Bay Mills Indian Community, Michigan	0.0714%
Bear River Band of the Rohnerville Rancheria, California	0.0507%
Berry Creek Rancheria of Maidu Indians of California	0.1121%
Big Lagoon Rancheria, California	0.0027%
Big Pine Paiute Tribe of the Owens Valley	0.0320%
Big Sandy Rancheria of Western Mono Indians of California	0.0328%
Big Valley Band of Pomo Indians of the Big Valley Rancheria, California	0.1214%
Bishop Paiute Tribe	0.1041%
Blackfeet Tribe of the Blackfeet Indian Reservation of Montana	0.5378%

FederallyRecognizedTribeName	Division of Funds (Allocation %)
Blue Lake Rancheria, California	0.0038%
Bois Forte (Nett Lake) Band of the Minnesota Chippewa Tribe, Minnesota	0.0820%
Bridgeport Indian Colony	0.0026%
Buena Vista Rancheria of Me-Wuk Indians of California	0.0034%
Burns Paiute Tribe	0.0116%
Cabazon Band of Mission Indians, California	0.0017%
Cachil DeHe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, California	0.0056%
Caddo Nation of Oklahoma	0.1084%
Cahto Tribe of the Laytonville Rancheria	0.0207%
Cahuilla Band of Indians	0.0368%
California Valley Miwok Tribe, California	0.0044%
Campo Band of Diegueno Mission Indians of the Campo Indian Reservation, California	0.0241%
Catawba Indian Nation	0.0743%
Cayuga Nation	0.0070%
Cedarville Rancheria, California	0.0019%
Chemehuevi Indian Tribe of the Chemehuevi Reservation, California	0.0181%
Cher-Ae Heights Indian Community of the Trinidad Rancheria, California	0.0200%
Cherokee Nation	12.1894%
Cheyenne and Arapaho Tribes, Oklahoma	0.7723%
Cheyenne River Sioux Tribe of the Cheyenne River Reservation, South Dakota	0.2906%
Chickahominy Indian Tribe	0.0315%
Chickahominy Indian Tribe—Eastern Division	0.0085%
Chickasaw Nation	2.1567%
Chicken Ranch Rancheria of Me-Wuk Indians of California	0.0026%
Chippewa Cree Indians of the Rocky Boy's Reservation, Montana	0.2330%
Chitimacha Tribe of Louisiana	0.0347%
Choctaw Nation of Oklahoma	5.4805%
Citizen Potawatomi Nation, Oklahoma	1.4669%
Cloverdale Rancheria of Pomo Indians of California	0.0518%
Cocopah Tribe of Arizona	0.0366%
Coeur D'Alene Tribe	0.2865%
Cold Springs Rancheria of Mono Indians of California	0.0108%
Colorado River Indian Tribes of the Colorado River Indian Reservation, Arizona and California	0.2784%
Comanche Nation, Oklahoma	0.6989%
Confederated Salish and Kootenai Tribes of the Flathead Reservation	0.6040%
Confederated Tribes and Bands of the Yakama Nation	0.6242%
Confederated Tribes of Siletz Indians of Oregon	0.4294%
Confederated Tribes of the Chehalis Reservation	0.0887%
Confederated Tribes of the Colville Reservation	0.4214%
Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians	0.0541%
Confederated Tribes of the Goshute Reservation, Nevada and Utah	0.0144%
Confederated Tribes of the Grand Ronde Community of Oregon	0.2456%
Confederated Tribes of the Umatilla Indian Reservation	0.1554%
Confederated Tribes of the Warm Springs Reservation of Oregon	0.3374%
Coquille Indian Tribe	0.0926%
Coushatta Tribe of Louisiana	0.0264%
Cow Creek Band of Umpqua Tribe of Indians	0.1532%
Cowlitz Indian Tribe	0.4024%
Coyote Valley Band of Pomo Indians of California	0.0337%
Crow Creek Sioux Tribe of the Crow Creek Reservation, South Dakota	0.1504%
Crow Tribe of Montana	0.7579%
Delaware Nation, Oklahoma	0.0342%
Delaware Tribe of Indians	0.3134%

FederallyRecognizedTribeName	Division of Funds (Allocation %)
Dry Creek Rancheria Band of Pomo Indians, California	0.0709%
Duckwater Shoshone Tribe of the Duckwater Reservation, Nevada	0.0224%
Eastern Band of Cherokee Indians	0.9560%
Eastern Shawnee Tribe of Oklahoma	0.0548%
Eastern Shoshone Tribe of the Wind River Reservation, Wyoming	0.1459%
Elem Indian Colony of Pomo Indians of the Sulphur Bank Rancheria, California	0.0101%
Elk Valley Rancheria, California	0.0063%
Ely Shoshone Tribe of Nevada	0.0550%
Enterprise Rancheria of Maidu Indians of California	0.1825%
Ewiiaapaayp Band of Kumeyaay Indians, California	0.0004%
Federated Indians of Graton Rancheria, California	0.0770%
Flandreau Santee Sioux Tribe of South Dakota	0.0224%
Fond du Lac Band of the Minnesota Chippewa Tribe, Minnesota	0.3382%
Forest County Potawatomi Community, Wisconsin	0.0266%
Fort Belknap Indian Community of the Fort Belknap Reservation of Montana	0.1662%
Fort Bidwell Indian Community of the Fort Bidwell Reservation of California	0.0088%
Fort Independence Indian Community of Paiute Indians of the Fort Independence Reservation, California	0.0104%
Fort McDermitt Paiute and Shoshone Tribes of the Fort McDermitt Indian Reservation, Nevada and Oregon	0.0212%
Fort McDowell Yavapai Nation, Arizona	0.0852%
Fort Mojave Indian Tribe of Arizona, California & Nevada	0.1614%
Fort Sill Apache Tribe of Oklahoma	0.0194%
Gila River Indian Community of the Gila River Indian Reservation, Arizona	2.5642%
Grand Portage Band of the Minnesota Chippewa Tribe, Minnesota	0.0211%
Grand Traverse Band of Ottawa and Chippewa Indians, Michigan	0.1041%
Greenville Rancheria	0.0942%
Grindstone Indian Rancheria of Wintun-Wailaki Indians of California	0.0255%
Guidiville Rancheria of California	0.0137%
Habematolel Pomo of Upper Lake, California	0.0275%
Hannahville Indian Community, Michigan	0.0279%
Havasupai Tribe of the Havasupai Reservation, Arizona	0.0325%
Ho-Chunk Nation of Wisconsin	0.2791%
Hoh Indian Tribe	0.0032%
Hoopa Valley Tribe, California	0.2647%
Hopi Tribe of Arizona	0.4475%
Hopland Band of Pomo Indians, California	0.0723%
Houlton Band of Maliseet Indians	0.0350%
Hualapai Indian Tribe of the Hualapai Indian Reservation, Arizona	0.2240%
Iipay Nation of Santa Ysabel, California	0.0136%
Inaja Band of Diegueno Mission Indians of the Inaja and Cosmit Reservation, California	0.0008%
Ione Band of Miwok Indians of California	0.1215%
Iowa Tribe of Kansas and Nebraska	0.0527%
Iowa Tribe of Oklahoma	0.0959%
Jackson Band of Miwuk Indians	0.0054%
Jamestown S'Klallam Tribe	0.0344%
Jamul Indian Village of California	0.0082%
Jena Band of Choctaw Indians	0.0116%
Jicarilla Apache Nation, New Mexico	0.2812%
Kaibab Band of Paiute Indians of the Kaibab Indian Reservation, Arizona	0.0158%
Kalispel Indian Community of the Kalispel Reservation	0.0374%
Karuk Tribe	0.2540%
Kashia Band of Pomo Indians of the Stewarts Point Rancheria, California	0.0043%
Kaw Nation, Oklahoma	0.1314%
Kewa Pueblo, New Mexico	0.1155%

FederallyRecognizedTribeName	Division of Funds (Allocation %)
Keweenaw Bay Indian Community, Michigan	0.1080%
Kialegee Tribal Town	0.0174%
Kickapoo Traditional Tribe of Texas	0.0175%
Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas	0.0580%
Kickapoo Tribe of Oklahoma	0.5597%
Kiowa Indian Tribe of Oklahoma	0.4367%
Klamath Tribes	0.1776%
Kletsel Dehe Band of Wintun Indians	0.0363%
Koi Nation of Northern California	0.0140%
Kootenai Tribe of Idaho	0.0097%
La Jolla Band of Luiseno Indians, California	0.0372%
La Posta Band of Diegueno Mission Indians of the La Posta Indian Reservation, California	0.0030%
Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin	0.1611%
Lac du Flambeau Band of Lake Superior Chippewa Indians of the Lac du Flambeau Reservation of Wisconsin	0.2145%
Lac Vieux Desert Band of Lake Superior Chippewa Indians of Michigan	0.0310%
Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony, Nevada	0.3560%
Leech Lake Band of the Minnesota Chippewa Tribe, Minnesota	0.3876%
Little River Band of Ottawa Indians, Michigan	0.0925%
Little Shell Tribe of Chippewa Indians of Montana	0.2023%
Little Traverse Bay Bands of Odawa Indians, Michigan	0.1765%
Lone Pine Paiute-Shoshone Tribe	0.0210%
Los Coyotes Band of Cahuilla and Cupeno Indians, California	0.0157%
Lovelock Paiute Tribe of the Lovelock Indian Colony, Nevada	0.0173%
Lower Brule Sioux Tribe of the Lower Brule Reservation, South Dakota	0.0499%
Lower Elwha Tribal Community	0.0686%
Lower Sioux Indian Community in the State of Minnesota	0.0236%
Lummi Tribe of the Lummi Reservation	0.2100%
Lytton Rancheria of California	0.0238%
Makah Indian Tribe of the Makah Indian Reservation	0.1833%
Manchester Band of Pomo Indians of the Manchester Rancheria, California	0.0819%
Manzanita Band of Diegueno Mission Indians of the Manzanita Reservation, California	0.0046%
Mashantucket Pequot Indian Tribe	0.0369%
Mashpee Wampanoag Tribe	0.0687%
Match-e-be-nash-she-wish Band of Pottawatomi Indians of Michigan	0.0175%
Mechoopda Indian Tribe of Chico Rancheria, California	0.1655%
Menominee Indian Tribe of Wisconsin	0.2586%
Mesa Grande Band of Diegueno Mission Indians of the Mesa Grande Reservation, California	0.0337%
Mescalero Apache Tribe of the Mescalero Reservation, New Mexico	0.2753%
Miami Tribe of Oklahoma	0.0514%
Miccosukee Tribe of Indians	0.0269%
Middletown Rancheria of Pomo Indians of California	0.0260%
Mille Lacs Band of the Minnesota Chippewa Tribe, Minnesota	0.1295%
Mississippi Band of Choctaw Indians	0.4540%
Moapa Band of Paiute Indians of the Moapa River Indian Reservation, Nevada	0.0431%
Modoc Nation	0.0054%
Mohegan Tribe of Indians of Connecticut	0.0666%
Monacan Indian Nation	0.0588%
Mooretown Rancheria of Maidu Indians of California	0.1949%
Morongo Band of Mission Indians, California	0.0795%
Muckleshoot Indian Tribe	0.2826%
Muscogee (Creek) Nation	2.8659%
Nansemond Indian Nation	0.0071%
Narragansett Indian Tribe	0.0435%

FederallyRecognizedTribeName	Division of Funds (Allocation %)
Navajo Nation, Arizona, New Mexico & Utah	15.2207%
Nez Perce Tribe	0.2349%
Nisqually Indian Tribe	0.0661%
Nooksack Indian Tribe	0.0494%
Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, Montana	0.2535%
Northfork Rancheria of Mono Indians of California	0.1192%
Northwestern Band of the Shoshone Nation	0.0046%
Nottawaseppi Huron Band of the Potawatomi, Michigan	0.0735%
Oglala Sioux Tribe	0.9582%
Ohkay Owingeh, New Mexico	0.2226%
Omaha Tribe of Nebraska	0.1098%
Oneida Indian Nation	0.0792%
Oneida Nation	0.6249%
Onondaga Nation	0.0286%
Osage Nation	0.2998%
Otoe-Missouria Tribe of Indians, Oklahoma	0.1412%
Ottawa Tribe of Oklahoma	0.0294%
Paiute Indian Tribe of Utah (Cedar Band of Paiutes, Kanosh Band of Paiutes, Koosharem Band of Paiutes, Indian Peaks Band of Paiutes, and Shivwits Band of Paiutes)	0.0864%
Paiute-Shoshone Tribe of the Fallon Reservation and Colony, Nevada	0.1593%
Pala Band of Mission Indians	0.0654%
Pamunkey Indian Tribe	0.0149%
Pascua Yaqui Tribe of Arizona	0.6028%
Paskenta Band of Nomlaki Indians of California	0.0061%
Passamaquoddy Tribe Indian Township	0.0601%
Passamaquoddy Tribe Pleasant Point	0.0758%
Pauma Band of Luiseno Mission Indians of the Pauma & Yuima Reservation, California	0.0135%
Pawnee Nation of Oklahoma	0.1674%
Pechanga Band of Luiseno Mission Indians of the Pechanga Reservation, California	0.1620%
Penobscot Nation	0.1004%
Peoria Tribe of Indians of Oklahoma	0.0425%
Picayune Rancheria of Chukchansi Indians of California	0.0820%
Pinoleville Pomo Nation, California	0.0269%
Pit River Tribe, California (includes XL Ranch, Big Bend, Likely, Lookout, Montgomery Creek and Roaring Creek Rancherias)	0.1144%
Poarch Band of Creeks	0.1346%
Pokagon Band of Potawatomi Indians, Michigan and Indiana	0.1197%
Ponca Tribe of Indians of Oklahoma	0.2376%
Ponca Tribe of Nebraska	0.1290%
Port Gamble S'Klallam Tribe	0.0841%
Potter Valley Tribe, California	0.0005%
Prairie Band Potawatomi Nation	0.0680%
Prairie Island Indian Community in the State of Minnesota	0.0030%
Pueblo of Acoma, New Mexico	0.1776%
Pueblo of Cochiti, New Mexico	0.0602%
Pueblo of Isleta, New Mexico	0.9641%
Pueblo of Jemez, New Mexico	0.4715%
Pueblo of Laguna, New Mexico	0.3010%
Pueblo of Nambe, New Mexico	0.0678%
Pueblo of Picuris, New Mexico	0.0148%
Pueblo of Pojoaque, New Mexico	0.0364%
Pueblo of San Felipe, New Mexico	0.1962%
Pueblo of San Ildefonso, New Mexico	0.0515%
Pueblo of Sandia, New Mexico	0.0539%

FederallyRecognizedTribeName	Division of Funds (Allocation %)
Pueblo of Santa Ana, New Mexico	0.1216%
Pueblo of Santa Clara, New Mexico	0.0972%
Pueblo of Taos, New Mexico	0.1254%
Pueblo of Tesuque, New Mexico	0.0368%
Pueblo of Zia, New Mexico	0.1135%
Puyallup Tribe of the Puyallup Reservation	0.3461%
Pyramid Lake Paiute Tribe of the Pyramid Lake Reservation, Nevada	0.2112%
Quapaw Nation	0.0677%
Quartz Valley Indian Community of the Quartz Valley Reservation of California	0.0209%
Quechan Tribe of the Fort Yuma Indian Reservation, California & Arizona	0.2304%
Quileute Tribe of the Quileute Reservation	0.0445%
Quinault Indian Nation	0.1554%
Ramona Band of Cahuilla, California	0.0016%
Rappahannock Tribe, Inc.	0.0068%
Red Cliff Band of Lake Superior Chippewa Indians of Wisconsin	0.0680%
Red Lake Band of Chippewa Indians, Minnesota	0.3333%
Redding Rancheria, California	0.3258%
Redwood Valley or Little River Band of Pomo Indians of the Redwood Valley Rancheria California	0.0214%
Reno-Sparks Indian Colony, Nevada	0.4667%
Resighini Rancheria, California	0.0117%
Rincon Band of Luiseno Mission Indians of the Rincon Reservation, California	0.0301%
Robinson Rancheria	0.0577%
Rosebud Sioux Tribe of the Rosebud Indian Reservation, South Dakota	0.3906%
Round Valley Indian Tribes, Round Valley Reservation, California	0.1304%
Sac & Fox Nation of Missouri in Kansas and Nebraska	0.0066%
Sac & Fox Nation, Oklahoma	0.4786%
Sac & Fox Tribe of the Mississippi in Iowa	0.0652%
Saginaw Chippewa Indian Tribe of Michigan	0.1612%
Saint Regis Mohawk Tribe	0.3164%
Salt River Pima-Maricopa Indian Community of the Salt River Reservation, Arizona	0.3690%
Samish Indian Nation	0.0508%
San Carlos Apache Tribe of the San Carlos Reservation, Arizona	0.9842%
San Juan Southern Paiute Tribe of Arizona	0.0052%
San Manuel Band of Mission Indians, California	0.0212%
San Pasqual Band of Diegueno Mission Indians of California	0.0096%
Santa Rosa Band of Cahuilla Indians, California	0.0163%
Santa Rosa Indian Community of the Santa Rosa Rancheria, California	0.0567%
Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reservation, California	0.0489%
Santee Sioux Nation, Nebraska	0.0407%
Sauk-Suiattle Indian Tribe	0.0041%
Sault Ste. Marie Tribe of Chippewa Indians, Michigan	0.7720%
Scotts Valley Band of Pomo Indians of California	0.0140%
The Seminole Nation of Oklahoma	0.4506%
Seminole Tribe of Florida	0.4524%
Seneca Nation of Indians	0.4387%
Seneca-Cayuga Nation	0.0727%
Shakopee Mdewakanton Sioux Community of Minnesota	0.0040%
Shawnee Tribe	0.0385%
Sherwood Valley Rancheria of Pomo Indians of California	0.0390%
Shingle Springs Band of Miwok Indians, Shingle Springs Rancheria (Verona Tract), California	0.0578%
Shinnecock Indian Nation	0.0136%
Shoalwater Bay Indian Tribe of the Shoalwater Bay Indian Reservation	0.0388%
Shoshone-Bannock Tribes of the Fort Hall Reservation	0.2571%

FederallyRecognizedTribeName	Division of Funds (Allocation %)
Shoshone-Paiute Tribes of the Duck Valley Reservation, Nevada	0.1081%
Sisseton-Wahpeton Oyate of the Lake Traverse Reservation, South Dakota	0.2481%
Skokomish Indian Tribe	0.0492%
Skull Valley Band of Goshute Indians of Utah	0.0031%
Snoqualmie Indian Tribe	0.0268%
Soboba Band of Luiseno Indians, California	0.1192%
Sokaogon Chippewa Community, Wisconsin	0.0119%
Southern Ute Indian Tribe of the Southern Ute Reservation, Colorado	0.0816%
Spirit Lake Tribe, North Dakota	0.1358%
Spokane Tribe of the Spokane Reservation	0.1194%
Squaxin Island Tribe of the Squaxin Island Reservation	0.0474%
St. Croix Chippewa Indians of Wisconsin	0.0720%
Standing Rock Sioux Tribe of North & South Dakota	0.2451%
Stillaguamish Tribe of Indians of Washington	0.0069%
Stockbridge Munsee Community, Wisconsin	0.0656%
Summit Lake Paiute Tribe of Nevada	0.0045%
Suquamish Indian Tribe of the Port Madison Reservation	0.0385%
Susanville Indian Rancheria, California	0.0940%
Swinomish Indian Tribal Community	0.0685%
Sycuan Band of the Kumeyaay Nation	0.0050%
Table Mountain Rancheria	0.0008%
Tejon Indian Tribe	0.0230%
Te-Moak Tribe of Western Shoshone Indians of Nevada (Four constituent bands: Battle Mountain Band; Elko Band; South Fork Band and Wells Band)	0.1564%
Thlopthlocco Tribal Town	0.0385%
Three Affiliated Tribes of the Fort Berthold Reservation, North Dakota	0.2170%
Timbisha Shoshone Tribe	0.0061%
Tohono O'odham Nation of Arizona	1.4176%
Tolowa Dee-ni' Nation	0.1350%
Tonawanda Band of Seneca	0.0103%
Tonkawa Tribe of Indians of Oklahoma	0.0387%
Tonto Apache Tribe of Arizona	0.0187%
Torres Martinez Desert Cahuilla Indians, California	0.0496%
Tulalip Tribes of Washington	0.3139%
Tule River Indian Tribe of the Tule River Reservation, California	0.1030%
Tunica-Biloxi Indian Tribe	0.0183%
Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria of California	0.0252%
Turtle Mountain Band of Chippewa Indians of North Dakota	0.4382%
Tuscarora Nation	0.0127%
Twenty-Nine Palms Band of Mission Indians of California	0.0023%
United Auburn Indian Community of the Auburn Rancheria of California	0.3284%
United Keetoowah Band of Cherokee Indians in Oklahoma	0.1820%
Upper Mattaponi Tribe	0.0194%
Upper Sioux Community, Minnesota	0.0055%
Upper Skagit Indian Tribe	0.0250%
Ute Indian Tribe of the Uintah & Ouray Reservation, Utah	0.3345%
Ute Mountain Ute Tribe	0.1348%
Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation, California	0.0030%
Capitan Grande Band of Diegueno Mission Indians of California (Barona Group of Capitan Grande Band of Mission Indians of the Barona Reservation, California; Viejas (Baron Long) Group of Capitan Grande Band of Mission Indians of the Viejas Reservation, California)	0.0639%
Walker River Paiute Tribe, Nevada	0.0922%
Wampanoag Tribe of Gay Head (Aquinnah)	0.0216%
Washoe Tribe of Nevada & California	0.2416%

FederallyRecognizedTribeName	Division of Funds (Allocation %)
White Earth Band of the Minnesota Chippewa Tribe, Minnesota	0.3129%
White Mountain Apache Tribe of the Fort Apache Reservation, Arizona	1.2832%
Wichita and Affiliated Tribes, Oklahoma	0.1054%
Wilton Rancheria, California	0.0764%
Winnebago Tribe of Nebraska	0.1438%
Winnemucca Indian Colony of Nevada	0.0121%
Wiyot Tribe, California	0.0513%
Wyandotte Nation	0.0858%
Yankton Sioux Tribe of South Dakota	0.1301%
Yavapai-Apache Nation of the Camp Verde Indian Reservation, Arizona	0.1642%
Yavapai-Prescott Indian Tribe	0.0463%
Yerington Paiute Tribe of the Yerington Colony & Campbell Ranch, Nevada	0.0546%
Yocha Dehe Wintun Nation, California	0.0091%
Yomba Shoshone Tribe of the Yomba Reservation, Nevada	0.0162%
Ysleta del Sur Pueblo	0.0531%
Yurok Tribe of the Yurok Reservation, California	0.4941%
Zuni Tribe of the Zuni Reservation, New Mexico	0.4432%

** 50% of the allocation to this entity shall be made available to federally recognized tribes served by the entity.*

Appendix F

Non-Federal Domestic Governmental Allocation

Purdue Pharma L.P.

Estimated Distribution Chart

Note: See page 12 for underlying key assumptions.

Estimated Distribution Chart

State	Payment Type	Payment Date 1	Payment Date 2	Payment Date 3	Payment Date 4	Payment Date 5	Payment Date 6	Payment Date 7	Payment Date 8	Payment Date 9	Payment Date 10	Payment Date 11	Payment Date 12	Payment Date 13	Payment Date 14	Payment Date 15	Payment Date 16	Totals	State Total Maximum Payment
Alabama	Estate	$ 5,466,233.45	$ 177,617.79	$ 321,925.15	$ 766,528.10	$ 163,216.84	$ 2,361,575.05	$ 2,747,888.90	$ 1,961,896.74	$ 2,000,142.08	$ 850,689.03	$ 936,339.08	$ 936,339.08	$ 936,339.08	$ 1,503,030.79	$ 1,503,030.79	$ 1,622,384.89	$ 24,255,176.85	$ 75,497,381.74
	Base	$ 2,814,635.32	$ 965,836.22	$ 1,177,415.19	$ 946,667.97	$ 682,770.71	$ 481,152.66	$ 252,604.39	$ 257,842.21	$ 281,192.79	$ 491,717.26	$ 557,769.81	$ 557,769.81	$ 557,769.81	$ 1,180,415.64	$ 1,180,415.64	$ 1,180,415.64	$ 13,566,391.07	
	Incentive A	$ 3,706,585.43	$ 2,915,111.33	$ 3,530,090.15	$ 2,850,433.35	$ 1,438,447.59	$ 820,848.16	$ 806,495.14	$ 819,829.13	$ 879,273.05	$ 1,464,017.16	$ 1,639,300.55	$ 1,639,300.55	$ 1,639,300.55	$ 3,462,376.84	$ 3,462,376.84	$ 3,462,376.84	$ 34,536,162.67	
	Incentive B	$ 2,190,255.03	$ 1,722,565.79	$ 2,085,962.36	$ 1,684,346.98	$ 849,991.76	$ 485,046.64	$ 476,565.31	$ 484,444.49	$ 519,570.44	$ 865,101.05	$ 968,677.60	$ 968,677.60	$ 968,677.60	$ 2,045,949.95	$ 2,045,949.95	$ 2,045,949.95	$ 20,407,732.49	
	Incentive C	$ 1,516,330.40	$ 1,192,545.55	$ 1,444,127.79	$ 1,166,086.37	$ 588,455.83	$ 335,801.52	$ 329,929.83	$ 335,384.65	$ 359,702.61	$ 598,916.11	$ 670,622.95	$ 670,622.95	$ 670,622.95	$ 1,416,426.89	$ 1,416,426.89	$ 1,416,426.89	$ 14,128,430.18	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 313,965.12	$ 313,965.12	$ 313,965.12	$ 313,965.12	$ 313,965.12	$ 313,965.12	$ 313,965.12	$ 313,965.12	$ 313,965.12	$ 313,965.12	$ 3,139,651.15	
	Max Incentive Payment	$ 3,706,585.43	$ 2,915,111.33	$ 3,530,090.15	$ 2,850,433.35	$ 1,438,447.59	$ 820,848.16	$ 1,120,460.25	$ 1,133,794.25	$ 1,193,238.16	$ 1,777,982.27	$ 1,953,265.67	$ 1,953,265.67	$ 1,953,265.67	$ 3,776,341.95	$ 3,776,341.95	$ 3,776,341.95	$ 37,675,813.82	
	State Total	**$ 11,987,454.20**	**$ 4,058,565.34**	**$ 5,029,430.49**	**$ 4,563,629.43**	**$ 2,284,435.14**	**$ 3,663,575.86**	**$ 4,120,953.54**	**$ 3,353,533.21**	**$ 3,474,573.04**	**$ 3,120,388.56**	**$ 3,447,374.56**	**$ 3,447,374.56**	**$ 3,447,374.56**	**$ 6,459,788.38**	**$ 6,459,788.38**	**$ 6,579,142.49**	**$ 75,497,381.74**	
Alaska	Estate	$ 884,026.54	$ 28,725.24	$ 52,063.34	$ 123,966.75	$ 26,396.24	$ 381,925.70	$ 444,402.30	$ 317,287.73	$ 323,472.96	$ 137,577.67	$ 151,429.43	$ 151,429.43	$ 151,429.43	$ 243,077.64	$ 243,077.64	$ 262,380.18	$ 3,922,668.20	$ 12,209,813.19
	Base	$ 455,196.86	$ 156,199.85	$ 190,417.46	$ 153,099.87	$ 110,421.08	$ 77,814.41	$ 40,852.44	$ 41,699.53	$ 45,475.90	$ 79,522.97	$ 90,205.32	$ 90,205.32	$ 90,205.32	$ 190,902.71	$ 190,902.71	$ 190,902.71	$ 2,194,024.44	
	Incentive A	$ 599,447.49	$ 471,446.35	$ 570,903.79	$ 460,986.30	$ 232,632.92	$ 132,751.66	$ 130,430.42	$ 132,586.86	$ 142,200.42	$ 236,768.16	$ 265,115.86	$ 265,115.86	$ 265,115.86	$ 559,952.85	$ 559,952.85	$ 559,952.85	$ 5,585,360.51	
	Incentive B	$ 354,218.97	$ 278,581.93	$ 337,352.24	$ 272,401.00	$ 137,464.91	$ 78,444.16	$ 77,072.52	$ 78,346.78	$ 84,027.52	$ 139,908.46	$ 156,659.37	$ 156,659.37	$ 156,659.37	$ 330,881.23	$ 330,881.23	$ 330,881.23	$ 3,300,440.30	
	Incentive C	$ 245,228.52	$ 192,864.41	$ 233,551.55	$ 188,585.31	$ 95,168.01	$ 54,307.50	$ 53,357.90	$ 54,240.08	$ 58,172.90	$ 96,859.70	$ 108,456.49	$ 108,456.49	$ 108,456.49	$ 229,071.62	$ 229,071.62	$ 229,071.62	$ 2,284,920.21	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,776.00	$ 50,776.00	$ 50,776.00	$ 50,776.00	$ 50,776.00	$ 50,776.00	$ 50,776.00	$ 50,776.00	$ 50,776.00	$ 50,776.00	$ 507,760.05	
	Max Incentive Payment	$ 599,447.49	$ 471,446.35	$ 570,903.79	$ 460,986.30	$ 232,632.92	$ 132,751.66	$ 181,206.42	$ 183,362.86	$ 192,976.43	$ 287,544.16	$ 315,891.87	$ 315,891.87	$ 315,891.87	$ 610,728.86	$ 610,728.86	$ 610,728.86	$ 6,093,120.56	
	State Total	**$ 1,938,670.89**	**$ 656,371.43**	**$ 813,384.59**	**$ 738,052.92**	**$ 369,450.25**	**$ 592,491.76**	**$ 666,461.16**	**$ 542,350.12**	**$ 561,925.28**	**$ 504,644.80**	**$ 557,526.61**	**$ 557,526.61**	**$ 557,526.61**	**$ 1,044,709.20**	**$ 1,044,709.20**	**$ 1,064,011.74**	**$ 12,209,813.19**	
American Samoa	Estate	$ 57,732.84	$ 1,875.95	$ 3,400.08	$ 8,095.86	$ 1,723.85	$ 24,942.30	$ 29,022.44	$ 20,721.01	$ 21,124.95	$ 8,984.74	$ 9,889.35	$ 9,889.35	$ 9,889.35	$ 15,874.59	$ 15,874.59	$ 17,135.18	$ 256,176.46	$ 797,382.44
	Base	$ 29,727.40	$ 10,200.89	$ 12,435.53	$ 9,998.44	$ 7,211.24	$ 5,081.80	$ 2,667.94	$ 2,723.26	$ 2,969.88	$ 5,193.38	$ 5,891.01	$ 5,891.01	$ 5,891.01	$ 12,467.22	$ 12,467.22	$ 12,467.22	$ 143,284.47	
	Incentive A	$ 39,147.93	$ 30,788.60	$ 37,283.83	$ 30,105.49	$ 15,192.49	$ 8,669.57	$ 8,517.98	$ 8,658.81	$ 9,286.64	$ 15,462.54	$ 17,313.84	$ 17,313.84	$ 17,313.84	$ 36,568.67	$ 36,568.67	$ 36,568.67	$ 364,761.39	
	Incentive B	$ 23,132.87	$ 18,193.26	$ 22,031.36	$ 17,789.61	$ 8,977.38	$ 5,122.93	$ 5,033.35	$ 5,116.57	$ 5,487.56	$ 9,136.96	$ 10,230.90	$ 10,230.90	$ 10,230.90	$ 21,608.76	$ 21,608.76	$ 21,608.76	$ 215,540.82	
	Incentive C	$ 16,015.06	$ 12,595.34	$ 15,252.48	$ 12,315.88	$ 6,215.11	$ 3,546.64	$ 3,484.63	$ 3,542.24	$ 3,799.08	$ 6,325.59	$ 7,082.93	$ 7,082.93	$ 7,082.93	$ 14,959.91	$ 14,959.91	$ 14,959.91	$ 149,220.57	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,316.01	$ 3,316.01	$ 3,316.01	$ 3,316.01	$ 3,316.01	$ 3,316.01	$ 3,316.01	$ 3,316.01	$ 3,316.01	$ 3,316.01	$ 33,160.13	
	Max Incentive Payment	$ 39,147.93	$ 30,788.60	$ 37,283.83	$ 30,105.49	$ 15,192.49	$ 8,669.57	$ 11,833.99	$ 11,974.82	$ 12,602.65	$ 18,778.56	$ 20,629.85	$ 20,629.85	$ 20,629.85	$ 39,884.68	$ 39,884.68	$ 39,884.68	$ 397,921.51	
	State Total	**$ 126,608.17**	**$ 42,865.44**	**$ 53,119.45**	**$ 48,199.79**	**$ 24,127.57**	**$ 38,693.67**	**$ 43,524.37**	**$ 35,419.09**	**$ 36,697.48**	**$ 32,956.68**	**$ 36,410.22**	**$ 36,410.22**	**$ 36,410.22**	**$ 68,226.50**	**$ 68,226.50**	**$ 69,487.08**	**$ 797,382.44**	
Arizona	Estate	$ 7,832,525.65	$ 254,507.23	$ 461,284.18	$ 1,098,352.48	$ 233,872.21	$ 3,383,883.50	$ 3,937,429.76	$ 2,811,187.39	$ 2,865,988.86	$ 1,218,946.05	$ 1,341,673.37	$ 1,341,673.37	$ 1,341,673.37	$ 2,153,681.74	$ 2,153,681.74	$ 2,324,703.37	$ 34,755,064.25	$ 108,179,642.18
	Base	$ 4,033,070.22	$ 1,383,939.60	$ 1,687,109.55	$ 1,356,473.56	$ 978,337.12	$ 689,440.10	$ 361,954.97	$ 369,460.21	$ 402,919.08	$ 704,578.04	$ 799,224.26	$ 799,224.26	$ 799,224.26	$ 1,691,408.87	$ 1,691,408.87	$ 1,691,408.87	$ 19,439,181.83	
	Incentive A	$ 5,311,138.96	$ 4,177,041.56	$ 5,058,240.18	$ 4,084,364.95	$ 2,061,140.96	$ 1,176,187.27	$ 1,155,620.94	$ 1,174,727.13	$ 1,259,903.87	$ 2,097,779.40	$ 2,348,941.69	$ 2,348,941.69	$ 2,348,941.69	$ 4,961,214.27	$ 4,961,214.27	$ 4,961,214.27	$ 49,486,613.10	
	Incentive B	$ 3,138,400.29	$ 2,468,251.83	$ 2,988,960.11	$ 2,413,488.38	$ 1,217,946.93	$ 695,019.75	$ 682,866.92	$ 694,156.94	$ 744,488.65	$ 1,239,596.92	$ 1,388,011.00	$ 1,388,011.00	$ 1,388,011.00	$ 2,931,626.61	$ 2,931,626.61	$ 2,931,626.61	$ 29,242,089.56	
	Incentive C	$ 2,172,738.67	$ 1,708,789.73	$ 2,069,280.07	$ 1,670,876.57	$ 843,194.03	$ 481,167.52	$ 472,754.02	$ 480,570.19	$ 515,415.22	$ 858,182.48	$ 960,930.69	$ 960,930.69	$ 960,930.69	$ 2,029,587.66	$ 2,029,587.66	$ 2,029,587.66	$ 20,244,523.54	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 449,878.30	$ 449,878.30	$ 449,878.30	$ 449,878.30	$ 449,878.30	$ 449,878.30	$ 449,878.30	$ 449,878.30	$ 449,878.30	$ 449,878.30	$ 4,498,783.01	
	Max Incentive Payment	$ 5,311,138.96	$ 4,177,041.56	$ 5,058,240.18	$ 4,084,364.95	$ 2,061,140.96	$ 1,176,187.27	$ 1,605,499.24	$ 1,624,605.43	$ 1,709,782.18	$ 2,547,657.70	$ 2,798,819.99	$ 2,798,819.99	$ 2,798,819.99	$ 5,411,092.57	$ 5,411,092.57	$ 5,411,092.57	$ 53,985,396.11	
	State Total	**$ 17,176,734.82**	**$ 5,815,488.39**	**$ 7,206,633.91**	**$ 6,539,190.99**	**$ 3,273,350.29**	**$ 5,249,510.87**	**$ 5,904,883.97**	**$ 4,805,253.03**	**$ 4,978,690.11**	**$ 4,471,181.79**	**$ 4,939,717.61**	**$ 4,939,717.61**	**$ 4,939,717.61**	**$ 9,256,183.19**	**$ 9,256,183.19**	**$ 9,427,204.81**	**$ 108,179,642.18**	
Arkansas	Estate	$ 3,224,513.40	$ 104,776.16	$ 189,902.60	$ 452,172.45	$ 96,281.09	$ 1,393,085.47	$ 1,620,970.76	$ 1,157,316.53	$ 1,179,877.33	$ 501,818.70	$ 552,343.39	$ 552,343.39	$ 552,343.39	$ 886,632.99	$ 886,632.99	$ 957,039.59	$ 14,308,050.24	$ 44,535,660.89
	Base	$ 1,660,344.26	$ 569,743.66	$ 694,553.40	$ 558,436.37	$ 402,764.23	$ 283,830.39	$ 149,010.51	$ 152,100.29	$ 165,874.72	$ 290,062.42	$ 329,026.61	$ 329,026.61	$ 329,026.61	$ 696,323.36	$ 696,323.36	$ 696,323.36	$ 8,002,770.14	
	Incentive A	$ 2,186,502.74	$ 1,719,614.73	$ 2,082,388.75	$ 1,681,461.40	$ 848,535.57	$ 484,215.67	$ 475,748.87	$ 483,614.55	$ 518,680.32	$ 863,618.98	$ 967,018.09	$ 967,018.09	$ 967,018.09	$ 2,042,444.88	$ 2,042,444.88	$ 2,042,444.88	$ 20,372,770.47	
	Incentive B	$ 1,292,024.34	$ 1,016,135.98	$ 1,230,502.44	$ 993,590.83	$ 501,407.38	$ 286,127.44	$ 281,124.33	$ 285,772.23	$ 306,492.92	$ 510,320.31	$ 571,419.78	$ 571,419.78	$ 571,419.78	$ 1,206,899.25	$ 1,206,899.25	$ 1,206,899.25	$ 12,038,455.28	
	Incentive C	$ 894,478.39	$ 703,478.75	$ 851,886.30	$ 687,870.57	$ 347,128.19	$ 198,088.23	$ 194,624.54	$ 197,842.32	$ 212,187.40	$ 353,298.67	$ 395,598.31	$ 395,598.31	$ 395,598.31	$ 835,545.63	$ 835,545.63	$ 835,545.63	$ 8,334,315.19	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 185,207.00	$ 185,207.00	$ 185,207.00	$ 185,207.00	$ 185,207.00	$ 185,207.00	$ 185,207.00	$ 185,207.00	$ 185,207.00	$ 185,207.00	$ 1,852,070.04	
	Max Incentive Payment	$ 2,186,502.74	$ 1,719,614.73	$ 2,082,388.75	$ 1,681,461.40	$ 848,535.57	$ 484,215.67	$ 660,955.87	$ 668,821.55	$ 703,887.33	$ 1,048,825.98	$ 1,152,225.09	$ 1,152,225.09	$ 1,152,225.09	$ 2,227,651.88	$ 2,227,651.88	$ 2,227,651.88	$ 22,224,840.51	
	State Total	**$ 7,071,360.40**	**$ 2,394,134.55**	**$ 2,966,844.75**	**$ 2,692,070.21**	**$ 1,347,580.89**	**$ 2,161,131.53**	**$ 2,430,937.14**	**$ 1,978,238.37**	**$ 2,049,639.38**	**$ 1,840,707.10**	**$ 2,033,595.08**	**$ 2,033,595.08**	**$ 2,033,595.08**	**$ 3,810,608.24**	**$ 3,810,608.24**	**$ 3,881,014.84**	**$ 44,535,660.89**	
California	Estate	$ 29,840,990.46	$ 1,053,638.68	$ 1,909,677.98	$ 4,547,087.55	$ 968,211.44	$ 14,008,995.18	$ 16,311,380.57	$ 11,648,831.21	$ 11,875,704.69	$ 5,057,084.95	$ 5,565,165.82	$ 5,565,165.82	$ 5,565,165.82	$ 8,926,812.70	$ 8,926,812.70	$ 9,634,827.94	$ 141,405,553.53	$ 440,143,113.41
	Base	$ 15,250,726.73	$ 5,729,394.41	$ 6,984,492.69	$ 5,615,687.29	$ 4,050,233.99	$ 2,854,224.44	$ 1,504,476.11	$ 1,535,547.15	$ 1,674,064.09	$ 2,922,906.99	$ 3,314,734.44	$ 3,314,734.44	$ 3,314,734.44	$ 7,008,304.26	$ 7,008,304.26	$ 7,008,304.26	$ 79,090,869.97	
	Incentive A	$ 18,306,957.09	$ 17,292,603.33	$ 20,940,692.06	$ 16,908,929.93	$ 8,532,951.48	$ 4,869,317.12	$ 4,799,480.92	$ 4,878,578.94	$ 5,231,203.56	$ 8,699,938.29	$ 9,739,729.19	$ 9,739,729.19	$ 9,739,729.19	$ 20,554,319.59	$ 20,554,319.59	$ 20,554,319.59	$ 201,342,799.08	
	Incentive B	$ 10,817,747.37	$ 10,218,356.51	$ 12,374,045.31	$ 9,991,640.41	$ 5,042,198.60	$ 2,877,323.76	$ 2,836,056.91	$ 2,882,796.65	$ 3,091,165.74	$ 5,140,872.63	$ 5,755,294.52	$ 5,755,294.52	$ 5,755,294.52	$ 12,145,734.31	$ 12,145,734.31	$ 12,145,734.31	$ 118,975,290.37	
	Incentive C	$ 7,489,209.72	$ 7,074,246.82	$ 8,566,646.75	$ 6,917,289.52	$ 3,490,752.88	$ 1,991,993.37	$ 1,963,424.01	$ 1,995,782.29	$ 2,140,037.82	$ 3,559,065.67	$ 3,984,434.67	$ 3,984,434.67	$ 3,984,434.67	$ 8,408,585.29	$ 8,408,585.29	$ 8,408,585.29	$ 82,367,508.71	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,830,389.08	$ 1,830,389.08	$ 1,830,389.08	$ 1,830,389.08	$ 1,830,389.08	$ 1,830,389.08	$ 1,830,389.08	$ 1,830,389.08	$ 1,830,389.08	$ 1,830,389.08	$ 18,303,890.83	
	Max Incentive Payment	$ 18,306,957.09	$ 17,292,603.33	$ 20,940,692.06	$ 16,908,929.93	$ 8,532,951.48	$ 4,869,317.12	$ 6,629,870.00	$ 6,708,968.02	$ 7,061,592.65	$ 10,530,327.37	$ 11,570,118.27	$ 11,570,118.27	$ 11,570,118.27	$ 22,384,708.68	$ 22,384,708.68	$ 22,384,708.68	$ 219,646,689.91	
	State Total	**$ 63,398,674.27**	**$ 24,075,636.42**	**$ 29,834,862.72**	**$ 27,071,704.77**	**$ 13,551,396.92**	**$ 21,732,536.75**	**$ 24,445,726.69**	**$ 19,893,346.38**	**$ 20,611,361.42**	**$ 18,510,319.32**	**$ 20,450,018.53**	**$ 20,450,018.53**	**$ 20,450,018.53**	**$ 38,319,825.64**	**$ 38,319,825.64**	**$ 39,027,840.88**	**$ 440,143,113.41**	

Note: Subject to Article 9, all figures shown above are the maximum possible scheduled payment amounts as determined pursuant to the Governmental Entity & Direct Shareholder Settlement Agreement. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments.

Note: Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D with no deductions, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D with no deductions.

Estimated Distribution Chart

State	Payment Type	Payment Date 1	Payment Date 2	Payment Date 3	Payment Date 4	Payment Date 5	Payment Date 6	Payment Date 7	Payment Date 8	Payment Date 9	Payment Date 10	Payment Date 11	Payment Date 12	Payment Date 13	Payment Date 14	Payment Date 15	Payment Date 16	Totals	State Total Maximum Payment
Colorado	Estate	$ 5,478,523.39	$ 178,017.14	$ 322,648.95	$ 768,251.52	$ 163,583.81	$ 2,366,884.67	$ 2,754,067.08	$ 1,966,307.75	$ 2,004,639.08	$ 852,601.67	$ 938,444.28	$ 938,444.28	$ 938,444.28	$ 1,506,410.11	$ 1,506,410.11	$ 1,626,032.56	$ 24,309,710.69	$ 75,667,125.39
	Base	$ 2,820,963.57	$ 968,007.74	$ 1,180,062.41	$ 948,796.40	$ 684,305.81	$ 482,234.45	$ 253,172.33	$ 258,421.93	$ 281,825.01	$ 492,822.81	$ 559,023.87	$ 559,023.87	$ 559,023.87	$ 1,183,069.61	$ 1,183,069.61	$ 1,183,069.61	$ 13,596,892.90	
	Incentive A	$ 3,714,919.09	$ 2,921,665.49	$ 3,538,026.99	$ 2,856,842.09	$ 1,441,681.71	$ 822,693.70	$ 808,308.41	$ 821,672.39	$ 881,249.95	$ 1,467,308.76	$ 1,642,986.26	$ 1,642,986.26	$ 1,642,986.26	$ 3,470,161.43	$ 3,470,161.43	$ 3,470,161.43	$ 34,613,811.65	
	Incentive B	$ 2,195,179.46	$ 1,726,438.70	$ 2,090,652.31	$ 1,688,133.96	$ 851,902.83	$ 486,137.19	$ 477,636.79	$ 485,533.68	$ 520,738.61	$ 867,046.09	$ 970,855.51	$ 970,855.51	$ 970,855.51	$ 2,050,549.94	$ 2,050,549.94	$ 2,050,549.94	$ 20,453,615.97	
	Incentive C	$ 1,519,739.63	$ 1,195,226.79	$ 1,447,374.68	$ 1,168,708.13	$ 589,778.88	$ 336,556.51	$ 330,671.62	$ 336,138.70	$ 360,511.34	$ 600,262.68	$ 672,130.74	$ 672,130.74	$ 672,130.74	$ 1,419,611.50	$ 1,419,611.50	$ 1,419,611.50	$ 14,160,195.67	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 314,671.01	$ 314,671.01	$ 314,671.01	$ 314,671.01	$ 314,671.01	$ 314,671.01	$ 314,671.01	$ 314,671.01	$ 314,671.01	$ 314,671.01	$ 3,146,710.15	
	Max Incentive Payment	$ 3,714,919.09	$ 2,921,665.49	$ 3,538,026.99	$ 2,856,842.09	$ 1,441,681.71	$ 822,693.70	$ 1,122,979.43	$ 1,136,343.40	$ 1,195,920.97	$ 1,781,979.78	$ 1,957,657.27	$ 1,957,657.27	$ 1,957,657.27	$ 3,784,832.45	$ 3,784,832.45	$ 3,784,832.45	$ 37,760,521.79	
	State Total	**$ 12,014,406.05**	**$ 4,067,690.37**	**$ 5,040,738.35**	**$ 4,573,890.01**	**$ 2,289,571.32**	**$ 3,671,812.82**	**$ 4,130,218.84**	**$ 3,361,073.08**	**$ 3,482,385.05**	**$ 3,127,404.25**	**$ 3,455,125.42**	**$ 3,455,125.42**	**$ 3,455,125.42**	**$ 6,474,312.17**	**$ 6,474,312.17**	**$ 6,593,934.62**	**$ 75,667,125.39**	
Connecticut	Estate	$ 5,175,781.37	$ 2,484,375.06	$ 2,070,312.55	$ 2,070,312.55	$ 2,070,312.55	$ 2,070,312.55	$ 1,783,324.27	$ 1,783,324.27	$ 334,105.48	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,842,160.64	$ 61,761,296.81
	Base	$ 2,894,914.95	$ 1,389,559.18	$ 1,157,965.98	$ 1,157,965.98	$ 1,157,965.98	$ 1,157,965.98	$ 997,447.87	$ 997,447.87	$ 186,871.68	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,098,105.47	
	Incentive A	$ 7,369,627.88	$ 3,537,421.38	$ 2,947,851.15	$ 2,947,851.15	$ 2,947,851.15	$ 2,947,851.15	$ 2,539,217.81	$ 2,539,217.81	$ 475,722.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 28,252,611.47	
	Incentive B	$ 4,354,780.11	$ 2,090,294.45	$ 1,741,912.04	$ 1,741,912.04	$ 1,741,912.04	$ 1,741,912.04	$ 1,500,446.89	$ 1,500,446.89	$ 281,108.46	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,694,724.96	
	Incentive C	$ 3,014,847.77	$ 1,447,126.93	$ 1,205,939.11	$ 1,205,939.11	$ 1,205,939.11	$ 1,205,939.11	$ 1,038,770.92	$ 1,038,770.92	$ 194,613.55	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,557,886.51	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 856,139.74	$ 856,139.74	$ 856,139.74	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,568,419.22	
	Max Incentive Payment	$ 7,369,627.88	$ 3,537,421.38	$ 2,947,851.15	$ 2,947,851.15	$ 2,947,851.15	$ 2,947,851.15	$ 3,395,357.55	$ 3,395,357.55	$ 1,331,861.74	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,821,030.69	
	State Total	**$ 15,440,324.20**	**$ 7,411,355.62**	**$ 6,176,129.68**	**$ 6,176,129.68**	**$ 6,176,129.68**	**$ 6,176,129.68**	**$ 6,176,129.68**	**$ 6,176,129.68**	**$ 1,852,838.90**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 61,761,296.81**	
Delaware	Estate	$ 8,804,018.52	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,804,018.52	$ 27,403,648.77
	Base	$ 4,924,258.40	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,924,258.40	
	Incentive A	$ 12,535,757.53	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,535,757.53	
	Incentive B	$ 7,407,493.09	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,407,493.09	
	Incentive C	$ 5,128,264.45	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,128,264.45	
	Incentive D	$ 1,139,614.32	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,139,614.32	
	Max Incentive Payment	$ 13,675,371.85	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,675,371.85	
	State Total	**$ 27,403,648.77**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 27,403,648.77**	
District of Columbia	Estate	$ 6,290,154.81	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,290,154.81	$ 19,578,922.12
	Base	$ 3,518,205.64	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,518,205.64	
	Incentive A	$ 8,956,348.20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,956,348.20	
	Incentive B	$ 5,292,387.58	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,292,387.58	
	Incentive C	$ 3,663,960.63	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,663,960.63	
	Incentive D	$ 814,213.47	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 814,213.47	
	Max Incentive Payment	$ 9,770,561.68	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,770,561.68	
	State Total	**$ 19,578,922.12**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 19,578,922.12**	
Florida	Estate	$ 21,318,274.26	$ 752,714.90	$ 1,364,265.67	$ 3,248,419.64	$ 691,686.06	$ 10,007,965.45	$ 11,652,779.59	$ 8,321,874.53	$ 8,483,951.96	$ 3,612,759.58	$ 3,975,730.34	$ 3,975,730.34	$ 3,975,730.34	$ 6,377,276.31	$ 6,377,276.31	$ 6,883,079.33	$ 101,019,514.62	$ 314,436,332.73
	Base	$ 10,895,053.08	$ 4,093,054.54	$ 4,989,691.31	$ 4,011,822.66	$ 2,893,469.61	$ 2,039,045.57	$ 1,074,791.21	$ 1,096,988.23	$ 1,195,944.13	$ 2,088,112.09	$ 2,368,031.92	$ 2,368,031.92	$ 2,368,031.92	$ 5,006,702.19	$ 5,006,702.19	$ 5,006,702.19	$ 56,502,174.74	
	Incentive A	$ 13,078,410.80	$ 12,353,760.88	$ 14,959,939.65	$ 12,079,666.26	$ 6,095,903.56	$ 3,478,619.05	$ 3,428,728.37	$ 3,485,235.65	$ 3,737,149.15	$ 6,215,198.21	$ 6,958,020.32	$ 6,958,020.32	$ 6,958,020.32	$ 14,683,916.84	$ 14,683,916.84	$ 14,683,916.84	$ 143,838,423.08	
	Incentive B	$ 7,728,151.84	$ 7,299,949.61	$ 8,839,964.34	$ 7,137,984.61	$ 3,602,124.83	$ 2,055,547.62	$ 2,026,066.76	$ 2,059,457.43	$ 2,208,315.41	$ 3,672,617.13	$ 4,111,557.46	$ 4,111,557.46	$ 4,111,557.46	$ 8,676,859.95	$ 8,676,859.95	$ 8,676,859.95	$ 84,995,431.82	
	Incentive C	$ 5,350,258.97	$ 5,053,811.27	$ 6,119,975.31	$ 4,941,681.65	$ 2,493,778.73	$ 1,423,071.43	$ 1,402,661.61	$ 1,425,778.22	$ 1,528,833.74	$ 2,542,581.09	$ 2,846,462.86	$ 2,846,462.86	$ 2,846,462.86	$ 6,007,056.89	$ 6,007,056.89	$ 6,007,056.89	$ 58,842,991.26	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,307,622.03	$ 1,307,622.03	$ 1,307,622.03	$ 1,307,622.03	$ 1,307,622.03	$ 1,307,622.03	$ 1,307,622.03	$ 1,307,622.03	$ 1,307,622.03	$ 1,307,622.03	$ 13,076,220.28	
	Max Incentive Payment	$ 13,078,410.80	$ 12,353,760.88	$ 14,959,939.65	$ 12,079,666.26	$ 6,095,903.56	$ 3,478,619.05	$ 4,736,350.40	$ 4,792,857.68	$ 5,044,771.18	$ 7,522,820.24	$ 8,265,642.35	$ 8,265,642.35	$ 8,265,642.35	$ 15,991,538.87	$ 15,991,538.87	$ 15,991,538.87	$ 156,914,643.36	
	State Total	**$ 45,291,738.14**	**$ 17,199,530.32**	**$ 21,313,896.63**	**$ 19,339,908.57**	**$ 9,681,059.23**	**$ 15,525,630.07**	**$ 17,463,921.20**	**$ 14,211,720.44**	**$ 14,724,667.28**	**$ 13,223,691.90**	**$ 14,609,404.61**	**$ 14,609,404.61**	**$ 14,609,404.61**	**$ 27,375,517.37**	**$ 27,375,517.37**	**$ 27,881,320.39**	**$ 314,436,332.73**	
Georgia	Estate	$ 9,192,943.60	$ 298,712.15	$ 541,403.83	$ 1,289,123.43	$ 274,493.08	$ 3,971,624.43	$ 4,621,315.19	$ 3,299,457.72	$ 3,363,777.55	$ 1,430,662.70	$ 1,574,706.32	$ 1,574,706.32	$ 1,574,706.32	$ 2,527,751.03	$ 2,527,751.03	$ 2,728,477.11	$ 40,791,611.81	$ 126,969,178.88
	Base	$ 4,733,567.27	$ 1,624,313.70	$ 1,980,140.72	$ 1,592,077.13	$ 1,148,262.82	$ 809,187.76	$ 424,822.31	$ 433,631.12	$ 472,901.41	$ 826,954.99	$ 938,040.15	$ 938,040.15	$ 938,040.15	$ 1,985,186.78	$ 1,985,186.78	$ 1,985,186.78	$ 22,815,540.02	
	Incentive A	$ 6,233,621.59	$ 4,902,544.75	$ 5,936,797.25	$ 4,793,771.31	$ 2,419,137.00	$ 1,380,477.23	$ 1,356,338.76	$ 1,378,763.47	$ 1,478,734.42	$ 2,462,139.11	$ 2,756,925.34	$ 2,756,925.34	$ 2,756,925.34	$ 5,822,919.08	$ 5,822,919.08	$ 5,822,919.08	$ 58,081,858.14	
	Incentive B	$ 3,683,503.66	$ 2,896,958.26	$ 3,508,107.47	$ 2,832,683.04	$ 1,429,490.04	$ 815,736.54	$ 801,472.90	$ 814,723.87	$ 873,797.61	$ 1,454,900.38	$ 1,629,092.25	$ 1,629,092.25	$ 1,629,092.25	$ 3,440,815.82	$ 3,440,815.82	$ 3,440,815.82	$ 34,321,097.99	
	Incentive C	$ 2,550,117.92	$ 2,005,586.49	$ 2,428,689.78	$ 1,961,088.26	$ 989,646.95	$ 564,740.68	$ 554,865.86	$ 564,039.60	$ 604,936.81	$ 1,007,238.73	$ 1,127,833.10	$ 1,127,833.10	$ 1,127,833.10	$ 2,382,103.26	$ 2,382,103.26	$ 2,382,103.26	$ 23,760,760.15	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 528,016.89	$ 528,016.89	$ 528,016.89	$ 528,016.89	$ 528,016.89	$ 528,016.89	$ 528,016.89	$ 528,016.89	$ 528,016.89	$ 528,016.89	$ 5,280,168.92	
	Max Incentive Payment	$ 6,233,621.59	$ 4,902,544.75	$ 5,936,797.25	$ 4,793,771.31	$ 2,419,137.00	$ 1,380,477.23	$ 1,884,355.65	$ 1,906,780.36	$ 2,006,751.31	$ 2,990,156.00	$ 3,284,942.24	$ 3,284,942.24	$ 3,284,942.24	$ 6,350,935.97	$ 6,350,935.97	$ 6,350,935.97	$ 63,362,027.06	
	State Total	**$ 20,160,132.46**	**$ 6,825,570.60**	**$ 8,458,341.80**	**$ 7,674,971.87**	**$ 3,841,892.89**	**$ 6,161,289.42**	**$ 6,930,493.15**	**$ 5,639,869.20**	**$ 5,843,430.27**	**$ 5,247,773.69**	**$ 5,797,688.70**	**$ 5,797,688.70**	**$ 5,797,688.70**	**$ 10,863,873.78**	**$ 10,863,873.78**	**$ 11,064,599.86**	**$ 126,969,178.88**	

Note: Subject to Article 9, all figures shown above are the maximum possible scheduled payment amounts as determined pursuant to the Governmental Entity & Direct Shareholder Settlement Agreement. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments.

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Estimated Distribution Chart

State	Payment Type	Payment Date 1	Payment Date 2	Payment Date 3	Payment Date 4	Payment Date 5	Payment Date 6	Payment Date 7	Payment Date 8	Payment Date 9	Payment Date 10	Payment Date 11	Payment Date 12	Payment Date 13	Payment Date 14	Payment Date 15	Payment Date 16	Totals	State Total Maximum Payment
Guam	Estate	$ 171,064.26	$ 5,558.50	$ 10,074.56	$ 23,988.28	$ 5,107.83	$ 73,904.84	$ 85,994.42	$ 61,397.02	$ 62,593.89	$ 26,622.08	$ 29,302.47	$ 29,302.47	$ 29,302.47	$ 47,036.93	$ 47,036.93	$ 50,772.09	$ 759,059.04	$ 2,362,669.65
	Base	$ 88,083.23	$ 30,225.58	$ 36,846.88	$ 29,625.71	$ 21,367.12	$ 15,057.54	$ 7,905.18	$ 8,069.10	$ 8,799.85	$ 15,388.16	$ 17,455.25	$ 17,455.25	$ 17,455.25	$ 36,940.78	$ 36,940.78	$ 36,940.78	$ 424,556.45	
	Incentive A	$ 115,996.56	$ 91,227.60	$ 110,473.19	$ 89,203.52	$ 45,015.82	$ 25,688.22	$ 25,239.04	$ 25,656.33	$ 27,516.61	$ 45,816.01	$ 51,301.46	$ 51,301.46	$ 51,301.46	$ 108,354.12	$ 108,354.12	$ 108,354.12	$ 1,080,799.65	
	Incentive B	$ 68,543.42	$ 53,907.22	$ 65,279.61	$ 52,711.17	$ 26,600.26	$ 15,179.40	$ 14,913.98	$ 15,160.56	$ 16,259.81	$ 27,073.10	$ 30,314.50	$ 30,314.50	$ 30,314.50	$ 64,027.44	$ 64,027.44	$ 64,027.44	$ 638,654.34	
	Incentive C	$ 47,453.14	$ 37,320.38	$ 45,193.58	$ 36,492.35	$ 18,415.56	$ 10,508.82	$ 10,325.06	$ 10,495.77	$ 11,256.79	$ 18,742.91	$ 20,986.96	$ 20,986.96	$ 20,986.96	$ 44,326.69	$ 44,326.69	$ 44,326.69	$ 442,145.31	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,825.45	$ 9,825.45	$ 9,825.45	$ 9,825.45	$ 9,825.45	$ 9,825.45	$ 9,825.45	$ 9,825.45	$ 9,825.45	$ 9,825.45	$ 98,254.51	
	Max Incentive Payment	$ 115,996.56	$ 91,227.60	$ 110,473.19	$ 89,203.52	$ 45,015.82	$ 25,688.22	$ 35,064.49	$ 35,481.78	$ 37,342.06	$ 55,641.46	$ 61,126.91	$ 61,126.91	$ 61,126.91	$ 118,179.58	$ 118,179.58	$ 118,179.58	$ 1,179,054.16	
	State Total	**$ 375,144.06**	**$ 127,011.68**	**$ 157,394.63**	**$ 142,817.52**	**$ 71,490.77**	**$ 114,650.59**	**$ 128,964.10**	**$ 104,947.89**	**$ 108,735.80**	**$ 97,651.70**	**$ 107,884.63**	**$ 107,884.63**	**$ 107,884.63**	**$ 202,157.29**	**$ 202,157.29**	**$ 205,892.44**	**$ 2,362,669.65**	
Hawaii	Estate	$ 1,146,285.82	$ 37,246.99	$ 67,508.69	$ 160,743.28	$ 34,227.07	$ 495,229.49	$ 576,240.68	$ 411,415.73	$ 419,435.89	$ 178,392.08	$ 196,353.16	$ 196,353.16	$ 196,353.16	$ 315,190.14	$ 315,190.14	$ 340,219.06	$ 5,086,384.53	$ 15,832,031.13
	Base	$ 590,237.61	$ 202,538.80	$ 246,907.55	$ 198,519.16	$ 143,179.10	$ 100,899.18	$ 52,971.91	$ 54,070.30	$ 58,966.99	$ 103,114.61	$ 116,966.03	$ 116,966.03	$ 116,966.03	$ 247,536.76	$ 247,536.76	$ 247,536.76	$ 2,844,913.57	
	Incentive A	$ 777,282.27	$ 611,307.73	$ 740,270.67	$ 597,744.56	$ 301,646.85	$ 172,134.36	$ 169,124.49	$ 171,920.67	$ 184,386.24	$ 307,008.86	$ 343,766.32	$ 343,766.32	$ 343,766.32	$ 726,070.98	$ 726,070.98	$ 726,070.98	$ 7,242,338.61	
	Incentive B	$ 459,303.16	$ 361,227.30	$ 437,432.67	$ 353,212.70	$ 178,245.86	$ 101,715.76	$ 99,937.20	$ 101,589.49	$ 108,955.50	$ 181,414.33	$ 203,134.65	$ 203,134.65	$ 203,134.65	$ 429,041.94	$ 429,041.94	$ 429,041.94	$ 4,279,563.72	
	Incentive C	$ 317,979.11	$ 250,080.44	$ 302,838.00	$ 244,531.87	$ 123,400.98	$ 70,418.60	$ 69,187.29	$ 70,331.18	$ 75,430.73	$ 125,594.53	$ 140,631.68	$ 140,631.68	$ 140,631.68	$ 297,029.04	$ 297,029.04	$ 297,029.04	$ 2,962,774.88	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 65,839.44	$ 65,839.44	$ 65,839.44	$ 65,839.44	$ 65,839.44	$ 65,839.44	$ 65,839.44	$ 65,839.44	$ 65,839.44	$ 65,839.44	$ 658,394.42	
	Max Incentive Payment	$ 777,282.27	$ 611,307.73	$ 740,270.67	$ 597,744.56	$ 301,646.85	$ 172,134.36	$ 234,963.93	$ 237,760.11	$ 250,225.68	$ 372,848.30	$ 409,605.77	$ 409,605.77	$ 409,605.77	$ 791,910.42	$ 791,910.42	$ 791,910.42	$ 7,900,733.02	
	State Total	**$ 2,513,805.69**	**$ 851,093.53**	**$ 1,054,686.91**	**$ 957,007.00**	**$ 479,053.01**	**$ 768,263.03**	**$ 864,176.52**	**$ 703,246.14**	**$ 728,628.56**	**$ 654,354.99**	**$ 722,924.96**	**$ 722,924.96**	**$ 722,924.96**	**$ 1,354,637.32**	**$ 1,354,637.32**	**$ 1,379,666.24**	**$ 15,832,031.13**	
Idaho	Estate	$ 1,768,829.99	$ 57,475.72	$ 104,172.44	$ 248,042.44	$ 52,815.68	$ 764,187.04	$ 889,195.15	$ 634,854.30	$ 647,230.19	$ 275,276.25	$ 302,991.93	$ 302,991.93	$ 302,991.93	$ 486,368.90	$ 486,368.90	$ 524,990.94	$ 7,848,783.74	$ 24,430,356.69
	Base	$ 910,793.77	$ 312,536.97	$ 381,002.26	$ 306,334.28	$ 220,939.21	$ 155,697.20	$ 81,740.79	$ 83,435.70	$ 90,991.77	$ 159,115.82	$ 180,489.91	$ 180,489.91	$ 180,489.91	$ 381,973.18	$ 381,973.18	$ 381,973.18	$ 4,389,977.05	
	Incentive A	$ 1,199,421.78	$ 943,307.01	$ 1,142,309.30	$ 922,377.73	$ 465,470.28	$ 265,619.98	$ 260,975.46	$ 265,290.24	$ 284,525.82	$ 473,744.39	$ 530,464.72	$ 530,464.72	$ 530,464.72	$ 1,120,397.81	$ 1,120,397.81	$ 1,120,397.81	$ 11,175,629.58	
	Incentive B	$ 708,749.24	$ 557,408.69	$ 675,000.95	$ 545,041.39	$ 275,050.62	$ 156,957.26	$ 154,212.77	$ 156,762.41	$ 168,128.89	$ 279,939.87	$ 313,456.42	$ 313,456.42	$ 313,456.42	$ 662,053.25	$ 662,053.25	$ 662,053.25	$ 6,603,781.12	
	Incentive C	$ 490,672.55	$ 385,898.32	$ 467,308.35	$ 377,336.34	$ 190,419.66	$ 108,662.72	$ 106,762.69	$ 108,527.82	$ 116,396.93	$ 193,804.52	$ 217,008.29	$ 217,008.29	$ 217,008.29	$ 458,344.56	$ 458,344.56	$ 458,344.56	$ 4,571,848.47	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 101,596.63	$ 101,596.63	$ 101,596.63	$ 101,596.63	$ 101,596.63	$ 101,596.63	$ 101,596.63	$ 101,596.63	$ 101,596.63	$ 101,596.63	$ 1,015,966.33	
	Max Incentive Payment	$ 1,199,421.78	$ 943,307.01	$ 1,142,309.30	$ 922,377.73	$ 465,470.28	$ 265,619.98	$ 362,572.09	$ 366,886.87	$ 386,122.45	$ 575,341.03	$ 632,061.35	$ 632,061.35	$ 632,061.35	$ 1,221,994.44	$ 1,221,994.44	$ 1,221,994.44	$ 12,191,595.91	
	State Total	**$ 3,879,045.54**	**$ 1,313,319.70**	**$ 1,627,484.00**	**$ 1,476,754.45**	**$ 739,225.18**	**$ 1,185,504.23**	**$ 1,333,508.03**	**$ 1,085,176.87**	**$ 1,124,344.40**	**$ 1,009,733.10**	**$ 1,115,543.19**	**$ 1,115,543.19**	**$ 1,115,543.19**	**$ 2,090,336.52**	**$ 2,090,336.52**	**$ 2,128,958.57**	**$ 24,430,356.69**	
Illinois	Estate	$ 10,092,887.08	$ 356,364.05	$ 645,895.59	$ 1,537,926.21	$ 327,470.66	$ 4,738,153.94	$ 5,516,871.92	$ 3,939,893.96	$ 4,016,627.62	$ 1,710,418.68	$ 1,882,262.93	$ 1,882,262.93	$ 1,882,262.93	$ 3,019,246.72	$ 3,019,246.72	$ 3,258,713.23	$ 47,826,505.18	$ 148,866,196.33
	Base	$ 5,158,135.18	$ 1,937,808.70	$ 2,362,310.87	$ 1,899,350.42	$ 1,369,879.27	$ 965,362.23	$ 508,847.30	$ 519,356.22	$ 566,205.73	$ 988,592.19	$ 1,121,116.96	$ 1,121,116.96	$ 1,121,116.96	$ 2,370,364.47	$ 2,370,364.47	$ 2,370,364.47	$ 26,750,292.39	
	Incentive A	$ 6,191,820.31	$ 5,848,743.29	$ 7,082,608.09	$ 5,718,976.41	$ 2,886,034.09	$ 1,646,911.42	$ 1,623,291.26	$ 1,650,043.97	$ 1,769,309.47	$ 2,942,512.75	$ 3,294,193.17	$ 3,294,193.17	$ 3,294,193.17	$ 6,951,928.32	$ 6,951,928.32	$ 6,951,928.32	$ 68,098,615.53	
	Incentive B	$ 3,658,802.91	$ 3,456,075.58	$ 4,185,177.51	$ 3,379,395.15	$ 1,705,383.78	$ 973,174.93	$ 959,217.56	$ 975,025.98	$ 1,045,501.05	$ 1,738,757.53	$ 1,946,568.69	$ 1,946,568.69	$ 1,946,568.69	$ 4,107,957.65	$ 4,107,957.65	$ 4,107,957.65	$ 40,240,090.99	
	Incentive C	$ 2,533,017.40	$ 2,392,667.71	$ 2,897,430.58	$ 2,339,581.26	$ 1,180,650.31	$ 673,736.49	$ 664,073.70	$ 675,017.99	$ 723,808.42	$ 1,203,755.21	$ 1,347,624.48	$ 1,347,624.48	$ 1,347,624.48	$ 2,843,970.68	$ 2,843,970.68	$ 2,843,970.68	$ 27,858,524.53	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 619,078.32	$ 619,078.32	$ 619,078.32	$ 619,078.32	$ 619,078.32	$ 619,078.32	$ 619,078.32	$ 619,078.32	$ 619,078.32	$ 619,078.32	$ 6,190,783.23	
	Max Incentive Payment	$ 6,191,820.31	$ 5,848,743.29	$ 7,082,608.09	$ 5,718,976.41	$ 2,886,034.09	$ 1,646,911.42	$ 2,242,369.58	$ 2,269,122.29	$ 2,388,387.79	$ 3,561,591.07	$ 3,913,271.49	$ 3,913,271.49	$ 3,913,271.49	$ 7,571,006.65	$ 7,571,006.65	$ 7,571,006.65	$ 74,289,398.76	
	State Total	**$ 21,442,842.57**	**$ 8,142,916.04**	**$ 10,090,814.55**	**$ 9,156,253.03**	**$ 4,583,384.02**	**$ 7,350,427.58**	**$ 8,268,088.80**	**$ 6,728,372.47**	**$ 6,971,221.14**	**$ 6,260,601.94**	**$ 6,916,651.38**	**$ 6,916,651.38**	**$ 6,916,651.38**	**$ 12,960,617.84**	**$ 12,960,617.84**	**$ 13,200,084.35**	**$ 148,866,196.33**	
Indiana	Estate	$ 7,309,273.57	$ 237,504.87	$ 430,468.08	$ 1,024,977.01	$ 218,248.38	$ 3,157,823.08	$ 3,674,389.67	$ 2,623,385.95	$ 2,674,526.40	$ 1,137,514.32	$ 1,252,042.84	$ 1,252,042.84	$ 1,252,042.84	$ 2,009,804.98	$ 2,009,804.98	$ 2,169,401.50	$ 32,433,251.31	$ 100,952,698.49
	Base	$ 3,763,640.86	$ 1,291,485.48	$ 1,574,402.15	$ 1,265,854.31	$ 912,979.28	$ 643,382.03	$ 337,774.56	$ 344,778.41	$ 376,002.06	$ 657,508.68	$ 745,832.06	$ 745,832.06	$ 745,832.06	$ 1,578,414.26	$ 1,578,414.26	$ 1,578,414.26	$ 18,140,546.81	
	Incentive A	$ 4,956,328.19	$ 3,897,994.19	$ 4,720,324.32	$ 3,811,508.85	$ 1,923,446.38	$ 1,097,612.05	$ 1,078,419.66	$ 1,096,249.45	$ 1,175,735.97	$ 1,957,637.20	$ 2,192,020.58	$ 2,192,020.58	$ 2,192,020.58	$ 4,629,780.23	$ 4,629,780.23	$ 4,629,780.23	$ 46,180,658.68	
	Incentive B	$ 2,928,739.39	$ 2,303,360.20	$ 2,789,282.55	$ 2,252,255.23	$ 1,136,581.95	$ 648,588.94	$ 637,247.98	$ 647,783.77	$ 694,753.07	$ 1,156,785.62	$ 1,295,284.89	$ 1,295,284.89	$ 1,295,284.89	$ 2,735,779.22	$ 2,735,779.22	$ 2,735,779.22	$ 27,288,571.04	
	Incentive C	$ 2,027,588.81	$ 1,594,633.99	$ 1,931,041.77	$ 1,559,253.62	$ 786,864.43	$ 449,023.11	$ 441,171.68	$ 448,465.69	$ 480,982.89	$ 800,851.58	$ 896,735.69	$ 896,735.69	$ 896,735.69	$ 1,894,001.00	$ 1,894,001.00	$ 1,894,001.00	$ 18,892,087.64	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 419,824.17	$ 419,824.17	$ 419,824.17	$ 419,824.17	$ 419,824.17	$ 419,824.17	$ 419,824.17	$ 419,824.17	$ 419,824.17	$ 419,824.17	$ 4,198,241.70	
	Max Incentive Payment	$ 4,956,328.19	$ 3,897,994.19	$ 4,720,324.32	$ 3,811,508.85	$ 1,923,446.38	$ 1,097,612.05	$ 1,498,243.82	$ 1,516,073.62	$ 1,595,560.13	$ 2,377,461.37	$ 2,611,844.75	$ 2,611,844.75	$ 2,611,844.75	$ 5,049,604.40	$ 5,049,604.40	$ 5,049,604.40	$ 50,378,900.38	
	State Total	**$ 16,029,242.62**	**$ 5,426,984.54**	**$ 6,725,194.55**	**$ 6,102,340.17**	**$ 3,054,674.04**	**$ 4,898,817.17**	**$ 5,510,408.05**	**$ 4,484,237.98**	**$ 4,646,088.60**	**$ 4,172,484.38**	**$ 4,609,719.66**	**$ 4,609,719.66**	**$ 4,609,719.66**	**$ 8,637,823.64**	**$ 8,637,823.64**	**$ 8,797,420.16**	**$ 100,952,698.49**	
Iowa	Estate	$ 2,518,776.03	$ 81,844.19	$ 148,339.32	$ 353,207.13	$ 75,208.40	$ 1,088,185.99	$ 1,266,194.86	$ 904,018.93	$ 921,641.93	$ 391,987.49	$ 431,454.03	$ 431,454.03	$ 431,454.03	$ 692,578.90	$ 692,578.90	$ 747,575.86	$ 11,176,500.00	$ 34,788,304.87
	Base	$ 1,296,950.83	$ 445,045.96	$ 542,539.06	$ 436,213.46	$ 314,612.71	$ 221,709.48	$ 116,397.13	$ 118,810.66	$ 129,570.33	$ 226,577.53	$ 257,013.77	$ 257,013.77	$ 257,013.77	$ 543,921.63	$ 543,921.63	$ 543,921.63	$ 6,251,233.32	
	Incentive A	$ 1,707,950.94	$ 1,343,248.99	$ 1,626,623.99	$ 1,313,446.14	$ 662,819.72	$ 378,237.17	$ 371,623.47	$ 377,767.62	$ 405,158.67	$ 674,601.87	$ 755,370.40	$ 755,370.40	$ 755,370.40	$ 1,595,422.49	$ 1,595,422.49	$ 1,595,422.49	$ 15,913,857.25	
	Incentive B	$ 1,009,243.74	$ 793,738.04	$ 961,186.90	$ 776,127.26	$ 391,666.20	$ 223,503.78	$ 219,595.68	$ 223,226.32	$ 239,411.94	$ 398,628.38	$ 446,355.24	$ 446,355.24	$ 446,355.24	$ 942,749.66	$ 942,749.66	$ 942,749.66	$ 9,403,642.92	
	Incentive C	$ 698,707.20	$ 549,510.95	$ 665,437.09	$ 537,318.87	$ 271,153.52	$ 154,733.39	$ 152,027.78	$ 154,541.30	$ 165,746.73	$ 275,973.49	$ 309,015.16	$ 309,015.16	$ 309,015.16	$ 652,672.84	$ 652,672.84	$ 652,672.84	$ 6,510,214.33	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 144,671.43	$ 144,671.43	$ 144,671.43	$ 144,671.43	$ 144,671.43	$ 144,671.43	$ 144,671.43	$ 144,671.43	$ 144,671.43	$ 144,671.43	$ 1,446,714.30	
	Max Incentive Payment	$ 1,707,950.94	$ 1,343,248.99	$ 1,626,623.99	$ 1,313,446.14	$ 662,819.72	$ 378,237.17	$ 516,294.90	$ 522,439.04	$ 549,830.10	$ 819,273.30	$ 900,041.83	$ 900,041.83	$ 900,041.83	$ 1,740,093.92	$ 1,740,093.92	$ 1,740,093.92	$ 17,360,571.55	
	State Total	**$ 5,523,677.80**	**$ 1,870,139.14**	**$ 2,317,502.37**	**$ 2,102,866.72**	**$ 1,052,640.82**	**$ 1,688,132.64**	**$ 1,898,886.89**	**$ 1,545,268.63**	**$ 1,601,042.36**	**$ 1,437,838.32**	**$ 1,588,509.62**	**$ 1,588,509.62**	**$ 1,588,509.62**	**$ 2,976,594.45**	**$ 2,976,594.45**	**$ 3,031,591.42**	**$ 34,788,304.87**	

Note: Subject to Article 9, all figures shown above are the maximum possible scheduled payment amounts as determined pursuant to the Governmental Entity & Direct Shareholder Settlement Agreement. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments.

Note: Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D with no deductions, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D with no deductions.

Estimated Distribution Chart

State	Payment Type	Payment Date 1	Payment Date 2	Payment Date 3	Payment Date 4	Payment Date 5	Payment Date 6	Payment Date 7	Payment Date 8	Payment Date 9	Payment Date 10	Payment Date 11	Payment Date 12	Payment Date 13	Payment Date 14	Payment Date 15	Payment Date 16	Totals	State Total Maximum Payment
Kansas	Estate	$ 2,675,329.96	$ 86,931.19	$ 157,559.31	$ 375,160.63	$ 79,882.96	$ 1,155,821.93	$ 1,344,894.90	$ 960,208.01	$ 978,926.36	$ 416,351.38	$ 458,270.95	$ 458,270.95	$ 458,270.95	$ 735,625.97	$ 735,625.97	$ 794,041.26	$ 11,871,172.68	$ 36,950,563.64
	Base	$ 1,377,562.49	$ 472,707.69	$ 576,260.45	$ 463,326.20	$ 334,167.38	$ 235,489.78	$ 123,631.77	$ 126,195.31	$ 137,623.74	$ 240,660.40	$ 272,988.39	$ 272,988.39	$ 272,988.39	$ 577,728.95	$ 577,728.95	$ 577,728.95	$ 6,639,777.23	
	Incentive A	$ 1,814,108.22	$ 1,426,738.31	$ 1,727,726.42	$ 1,395,083.07	$ 704,017.12	$ 401,746.41	$ 394,721.63	$ 401,247.67	$ 430,341.21	$ 716,531.59	$ 802,320.27	$ 802,320.27	$ 802,320.27	$ 1,694,585.60	$ 1,694,585.60	$ 1,694,585.60	$ 16,902,979.24	
	Incentive B	$ 1,071,973.04	$ 843,072.64	$ 1,020,929.25	$ 824,367.27	$ 416,010.12	$ 237,395.61	$ 233,244.60	$ 237,100.90	$ 254,292.53	$ 423,405.03	$ 474,098.34	$ 474,098.34	$ 474,098.34	$ 1,001,346.03	$ 1,001,346.03	$ 1,001,346.03	$ 9,988,124.10	
	Incentive C	$ 742,135.18	$ 583,665.67	$ 706,797.17	$ 570,715.80	$ 288,007.00	$ 164,350.80	$ 161,477.03	$ 164,146.77	$ 176,048.68	$ 293,126.56	$ 328,221.93	$ 328,221.93	$ 328,221.93	$ 693,239.56	$ 693,239.56	$ 693,239.56	$ 6,914,855.15	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 153,663.45	$ 153,663.45	$ 153,663.45	$ 153,663.45	$ 153,663.45	$ 153,663.45	$ 153,663.45	$ 153,663.45	$ 153,663.45	$ 153,663.45	$ 1,536,634.48	
	Max Incentive Payment	$ 1,814,108.22	$ 1,426,738.31	$ 1,727,726.42	$ 1,395,083.07	$ 704,017.12	$ 401,746.41	$ 548,385.08	$ 554,911.12	$ 584,004.66	$ 870,195.04	$ 955,983.71	$ 955,983.71	$ 955,983.71	$ 1,848,249.05	$ 1,848,249.05	$ 1,848,249.05	$ 18,439,613.72	
	State Total	**$ 5,867,000.67**	**$ 1,986,377.19**	**$ 2,461,546.18**	**$ 2,233,569.90**	**$ 1,118,067.46**	**$ 1,793,058.12**	**$ 2,016,911.75**	**$ 1,641,314.43**	**$ 1,700,554.76**	**$ 1,527,206.82**	**$ 1,687,243.06**	**$ 1,687,243.06**	**$ 1,687,243.06**	**$ 3,161,603.97**	**$ 3,161,603.97**	**$ 3,220,019.26**	**$ 36,950,563.64**	
Kentucky	Estate	$ 3,677,223.92	$ 2,451,482.61	$ 2,451,482.61	$ 2,451,482.61	$ 2,451,482.61	$ 2,451,482.61	$ 2,196,612.84	$ 2,196,612.84	$ 2,196,612.84	$ 970,871.53	$ -	$ -	$ -	$ -	$ -	$ -	$ 23,495,347.04	$ 73,132,312.97
	Base	$ 2,056,742.69	$ 1,371,161.79	$ 1,371,161.79	$ 1,371,161.79	$ 1,371,161.79	$ 1,371,161.79	$ 1,228,608.19	$ 1,228,608.19	$ 1,228,608.19	$ 543,027.29	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,141,403.51	
	Incentive A	$ 5,235,880.33	$ 3,490,586.89	$ 3,490,586.89	$ 3,490,586.89	$ 3,490,586.89	$ 3,490,586.89	$ 3,127,686.05	$ 3,127,686.05	$ 3,127,686.05	$ 1,382,392.61	$ -	$ -	$ -	$ -	$ -	$ -	$ 33,454,265.55	
	Incentive B	$ 3,093,929.29	$ 2,062,619.53	$ 2,062,619.53	$ 2,062,619.53	$ 2,062,619.53	$ 2,062,619.53	$ 1,848,178.12	$ 1,848,178.12	$ 1,848,178.12	$ 816,868.36	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,768,429.64	
	Incentive C	$ 2,141,951.05	$ 1,427,967.36	$ 1,427,967.36	$ 1,427,967.36	$ 1,427,967.36	$ 1,427,967.36	$ 1,279,507.93	$ 1,279,507.93	$ 1,279,507.93	$ 565,524.25	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,685,835.91	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 760,324.22	$ 760,324.22	$ 760,324.22	$ 760,324.22	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,041,296.87	
	Max Incentive Payment	$ 5,235,880.33	$ 3,490,586.89	$ 3,490,586.89	$ 3,490,586.89	$ 3,490,586.89	$ 3,490,586.89	$ 3,888,010.27	$ 3,888,010.27	$ 3,888,010.27	$ 2,142,716.83	$ -	$ -	$ -	$ -	$ -	$ -	$ 36,495,562.42	
	State Total	**$ 10,969,846.94**	**$ 7,313,231.30**	**$ 7,313,231.30**	**$ 7,313,231.30**	**$ 7,313,231.30**	**$ 7,313,231.30**	**$ 7,313,231.30**	**$ 7,313,231.30**	**$ 7,313,231.30**	**$ 3,656,615.65**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 73,132,312.97**	
Louisiana	Estate	$ 5,053,386.06	$ 164,202.88	$ 297,611.16	$ 708,634.65	$ 150,889.59	$ 2,183,212.73	$ 2,540,349.51	$ 1,813,720.87	$ 1,849,077.65	$ 786,439.17	$ 865,620.34	$ 865,620.34	$ 865,620.34	$ 1,389,511.61	$ 1,389,511.61	$ 1,499,851.28	$ 22,423,259.78	$ 69,795,302.42
	Base	$ 2,602,054.78	$ 892,889.65	$ 1,088,488.73	$ 875,169.12	$ 631,203.19	$ 444,812.71	$ 233,525.98	$ 238,368.20	$ 259,955.19	$ 454,579.40	$ 515,643.22	$ 515,643.22	$ 515,643.22	$ 1,091,262.56	$ 1,091,262.56	$ 1,091,262.56	$ 12,541,764.30	
	Incentive A	$ 3,426,638.71	$ 2,694,942.16	$ 3,263,473.57	$ 2,635,149.10	$ 1,329,806.18	$ 758,852.08	$ 745,583.10	$ 757,910.02	$ 812,864.33	$ 1,353,444.56	$ 1,515,489.35	$ 1,515,489.35	$ 1,515,489.35	$ 3,200,874.43	$ 3,200,874.43	$ 3,200,874.43	$ 31,927,755.14	
	Incentive B	$ 2,024,831.97	$ 1,592,465.82	$ 1,928,416.20	$ 1,557,133.56	$ 785,794.56	$ 448,412.59	$ 440,571.83	$ 447,855.92	$ 480,328.92	$ 799,762.69	$ 895,516.43	$ 895,516.43	$ 895,516.43	$ 1,891,425.80	$ 1,891,425.80	$ 1,891,425.80	$ 18,866,400.76	
	Incentive C	$ 1,401,806.75	$ 1,102,476.34	$ 1,335,057.37	$ 1,078,015.54	$ 544,011.62	$ 310,439.49	$ 305,011.27	$ 310,054.10	$ 332,535.41	$ 553,681.86	$ 619,972.92	$ 619,972.92	$ 619,972.92	$ 1,309,448.63	$ 1,309,448.63	$ 1,309,448.63	$ 13,061,354.38	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 290,252.32	$ 290,252.32	$ 290,252.32	$ 290,252.32	$ 290,252.32	$ 290,252.32	$ 290,252.32	$ 290,252.32	$ 290,252.32	$ 290,252.32	$ 2,902,523.19	
	Max Incentive Payment	$ 3,426,638.71	$ 2,694,942.16	$ 3,263,473.57	$ 2,635,149.10	$ 1,329,806.18	$ 758,852.08	$ 1,035,835.42	$ 1,048,162.34	$ 1,103,116.65	$ 1,643,696.87	$ 1,805,741.67	$ 1,805,741.67	$ 1,805,741.67	$ 3,491,126.75	$ 3,491,126.75	$ 3,491,126.75	$ 34,830,278.34	
	State Total	**$ 11,082,079.56**	**$ 3,752,034.69**	**$ 4,649,573.46**	**$ 4,218,952.88**	**$ 2,111,898.95**	**$ 3,386,877.52**	**$ 3,809,710.91**	**$ 3,100,251.41**	**$ 3,212,149.49**	**$ 2,884,715.45**	**$ 3,187,005.22**	**$ 3,187,005.22**	**$ 3,187,005.22**	**$ 5,971,900.92**	**$ 5,971,900.92**	**$ 6,082,240.59**	**$ 69,795,302.42**	
Maine	Estate	$ 1,325,006.52	$ 883,337.68	$ 883,337.68	$ 883,337.68	$ 883,337.68	$ 883,337.68	$ 791,500.98	$ 791,500.98	$ 791,500.98	$ 349,832.14	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,466,030.02	$ 26,351,615.75
	Base	$ 741,101.86	$ 494,067.91	$ 494,067.91	$ 494,067.91	$ 494,067.91	$ 494,067.91	$ 442,701.86	$ 442,701.86	$ 442,701.86	$ 195,667.90	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,735,214.87	
	Incentive A	$ 1,886,633.98	$ 1,257,755.99	$ 1,257,755.99	$ 1,257,755.99	$ 1,257,755.99	$ 1,257,755.99	$ 1,126,992.68	$ 1,126,992.68	$ 1,126,992.68	$ 498,114.68	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,054,506.62	
	Incentive B	$ 1,114,829.17	$ 743,219.45	$ 743,219.45	$ 743,219.45	$ 743,219.45	$ 743,219.45	$ 665,950.22	$ 665,950.22	$ 665,950.22	$ 294,340.49	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,123,117.55	
	Incentive C	$ 771,804.81	$ 514,536.54	$ 514,536.54	$ 514,536.54	$ 514,536.54	$ 514,536.54	$ 461,042.46	$ 461,042.46	$ 461,042.46	$ 203,774.19	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,931,389.07	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 273,966.06	$ 273,966.06	$ 273,966.06	$ 273,966.06	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,095,864.24	
	Max Incentive Payment	$ 1,886,633.98	$ 1,257,755.99	$ 1,257,755.99	$ 1,257,755.99	$ 1,257,755.99	$ 1,257,755.99	$ 1,400,958.74	$ 1,400,958.74	$ 1,400,958.74	$ 772,080.74	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,150,370.86	
	State Total	**$ 3,952,742.36**	**$ 2,635,161.58**	**$ 2,635,161.58**	**$ 2,635,161.58**	**$ 2,635,161.58**	**$ 2,635,161.58**	**$ 2,635,161.58**	**$ 2,635,161.58**	**$ 2,635,161.58**	**$ 1,317,580.79**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 26,351,615.75**	
Maryland	Estate	$ 6,958,845.93	$ 226,118.20	$ 409,830.20	$ 975,836.66	$ 207,784.92	$ 3,006,427.94	$ 3,498,228.83	$ 2,497,613.26	$ 2,546,301.89	$ 1,082,978.61	$ 1,192,016.30	$ 1,192,016.30	$ 1,192,016.30	$ 1,913,449.14	$ 1,913,449.14	$ 2,065,394.14	$ 30,878,307.74	$ 96,112,735.08
	Base	$ 3,583,201.07	$ 1,229,567.94	$ 1,498,920.78	$ 1,205,165.60	$ 869,208.42	$ 612,536.44	$ 321,580.68	$ 328,248.74	$ 357,975.44	$ 625,985.82	$ 710,074.72	$ 710,074.72	$ 710,074.72	$ 1,502,740.53	$ 1,502,740.53	$ 1,502,740.53	$ 17,270,836.69	
	Incentive A	$ 4,718,707.53	$ 3,711,113.11	$ 4,494,018.36	$ 3,628,774.13	$ 1,831,230.82	$ 1,044,989.37	$ 1,026,717.11	$ 1,043,692.09	$ 1,119,367.79	$ 1,863,782.42	$ 2,086,928.79	$ 2,086,928.79	$ 2,086,928.79	$ 4,407,815.21	$ 4,407,815.21	$ 4,407,815.21	$ 43,966,624.76	
	Incentive B	$ 2,788,327.18	$ 2,192,930.48	$ 2,655,556.30	$ 2,144,275.62	$ 1,082,090.94	$ 617,493.72	$ 606,696.47	$ 616,727.15	$ 661,444.61	$ 1,101,325.98	$ 1,233,185.20	$ 1,233,185.20	$ 1,233,185.20	$ 2,604,618.08	$ 2,604,618.08	$ 2,604,618.08	$ 25,980,278.27	
	Incentive C	$ 1,930,380.35	$ 1,518,182.64	$ 1,838,462.06	$ 1,484,498.51	$ 749,139.88	$ 427,495.65	$ 420,020.63	$ 426,964.95	$ 457,923.19	$ 762,456.45	$ 853,743.60	$ 853,743.60	$ 853,743.60	$ 1,803,197.13	$ 1,803,197.13	$ 1,803,197.13	$ 17,986,346.49	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 399,696.59	$ 399,696.59	$ 399,696.59	$ 399,696.59	$ 399,696.59	$ 399,696.59	$ 399,696.59	$ 399,696.59	$ 399,696.59	$ 399,696.59	$ 3,996,965.89	
	Max Incentive Payment	$ 4,718,707.53	$ 3,711,113.11	$ 4,494,018.36	$ 3,628,774.13	$ 1,831,230.82	$ 1,044,989.37	$ 1,426,413.70	$ 1,443,388.68	$ 1,519,064.38	$ 2,263,479.01	$ 2,486,625.38	$ 2,486,625.38	$ 2,486,625.38	$ 4,807,511.80	$ 4,807,511.80	$ 4,807,511.80	$ 47,963,590.65	
	State Total	**$ 15,260,754.52**	**$ 5,166,799.26**	**$ 6,402,769.33**	**$ 5,809,776.39**	**$ 2,908,224.16**	**$ 4,663,953.75**	**$ 5,246,223.20**	**$ 4,269,250.69**	**$ 4,423,341.71**	**$ 3,972,443.44**	**$ 4,388,716.41**	**$ 4,388,716.41**	**$ 4,388,716.41**	**$ 8,223,701.47**	**$ 8,223,701.47**	**$ 8,375,646.47**	**$ 96,112,735.08**	
Massachusetts	Estate	$ 7,595,073.67	$ 246,791.55	$ 447,299.82	$ 1,065,054.66	$ 226,782.11	$ 3,281,297.20	$ 3,818,062.07	$ 2,725,963.03	$ 2,779,103.13	$ 1,181,992.30	$ 1,300,999.00	$ 1,300,999.00	$ 1,300,999.00	$ 2,088,390.42	$ 2,088,390.42	$ 2,254,227.32	$ 33,701,424.71	$ 104,900,052.57
	Base	$ 3,910,803.08	$ 1,341,983.89	$ 1,635,962.89	$ 1,315,350.51	$ 948,677.71	$ 668,538.93	$ 350,981.89	$ 358,259.60	$ 390,704.13	$ 683,217.95	$ 774,994.86	$ 774,994.86	$ 774,994.86	$ 1,640,131.88	$ 1,640,131.88	$ 1,640,131.88	$ 18,849,860.80	
	Incentive A	$ 5,150,125.71	$ 4,050,409.76	$ 4,904,893.84	$ 3,960,542.76	$ 1,998,655.11	$ 1,140,529.81	$ 1,120,586.97	$ 1,139,113.93	$ 1,221,708.45	$ 2,034,182.82	$ 2,277,730.83	$ 2,277,730.83	$ 2,277,730.83	$ 4,810,809.38	$ 4,810,809.38	$ 4,810,809.38	$ 47,986,369.81	
	Incentive B	$ 3,043,256.10	$ 2,393,423.95	$ 2,898,346.36	$ 2,340,320.72	$ 1,181,023.47	$ 673,949.43	$ 662,165.03	$ 673,112.78	$ 721,918.63	$ 1,202,017.12	$ 1,345,931.86	$ 1,345,931.86	$ 1,345,931.86	$ 2,842,751.00	$ 2,842,751.00	$ 2,842,751.00	$ 28,355,582.16	
	Incentive C	$ 2,106,869.61	$ 1,656,985.81	$ 2,006,547.48	$ 1,620,222.04	$ 817,631.64	$ 466,580.38	$ 458,421.94	$ 466,001.15	$ 499,789.82	$ 832,165.70	$ 931,798.98	$ 931,798.98	$ 931,798.98	$ 1,968,058.38	$ 1,968,058.38	$ 1,968,058.38	$ 19,630,787.65	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 436,239.73	$ 436,239.73	$ 436,239.73	$ 436,239.73	$ 436,239.73	$ 436,239.73	$ 436,239.73	$ 436,239.73	$ 436,239.73	$ 436,239.73	$ 4,362,397.26	
	Max Incentive Payment	$ 5,150,125.71	$ 4,050,409.76	$ 4,904,893.84	$ 3,960,542.76	$ 1,998,655.11	$ 1,140,529.81	$ 1,556,826.70	$ 1,575,353.66	$ 1,657,948.17	$ 2,470,422.54	$ 2,713,970.56	$ 2,713,970.56	$ 2,713,970.56	$ 5,247,049.11	$ 5,247,049.11	$ 5,247,049.11	$ 52,348,767.06	
	State Total	**$ 16,656,002.46**	**$ 5,639,185.20**	**$ 6,988,156.55**	**$ 6,340,947.93**	**$ 3,174,114.93**	**$ 5,090,365.94**	**$ 5,725,870.66**	**$ 4,659,576.29**	**$ 4,827,755.43**	**$ 4,335,632.79**	**$ 4,789,964.42**	**$ 4,789,964.42**	**$ 4,789,964.42**	**$ 8,975,571.40**	**$ 8,975,571.40**	**$ 9,141,408.31**	**$ 104,900,052.57**	

Note: Subject to Article 9, all figures shown above are the maximum possible scheduled payment amounts as determined pursuant to the Governmental Entity & Direct Shareholder Settlement Agreement. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments.

Note: Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D with no deductions, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D with no deductions.

Estimated Distribution Chart

State	Payment Type	Payment Date 1	Payment Date 2	Payment Date 3	Payment Date 4	Payment Date 5	Payment Date 6	Payment Date 7	Payment Date 8	Payment Date 9	Payment Date 10	Payment Date 11	Payment Date 12	Payment Date 13	Payment Date 14	Payment Date 15	Payment Date 16	Totals	State Total Maximum Payment
Michigan	Estate	$ 11,216,742.09	$ 364,472.72	$ 660,592.24	$ 1,572,920.03	$ 334,921.89	$ 4,845,965.43	$ 5,638,683.63	$ 4,025,823.27	$ 4,104,302.92	$ 1,745,618.72	$ 1,921,373.11	$ 1,921,373.11	$ 1,921,373.11	$ 3,084,227.71	$ 3,084,227.71	$ 3,329,143.02	$ 49,771,760.70	$ 154,921,056.26
	Base	$ 5,775,647.67	$ 1,981,901.40	$ 2,416,062.65	$ 1,942,568.05	$ 1,401,049.37	$ 987,327.98	$ 518,345.65	$ 529,093.69	$ 577,009.21	$ 1,009,006.61	$ 1,144,546.83	$ 1,144,546.83	$ 1,144,546.83	$ 2,422,219.60	$ 2,422,219.60	$ 2,422,219.60	$ 27,838,311.55	
	Incentive A	$ 7,605,934.36	$ 5,981,825.02	$ 7,243,765.05	$ 5,849,105.43	$ 2,951,702.63	$ 1,684,385.08	$ 1,654,932.60	$ 1,682,294.04	$ 1,804,273.29	$ 3,004,171.52	$ 3,363,854.05	$ 3,363,854.05	$ 3,363,854.05	$ 7,104,816.95	$ 7,104,816.95	$ 7,104,816.95	$ 70,868,402.01	
	Incentive B	$ 4,494,415.76	$ 3,534,714.78	$ 4,280,406.62	$ 3,456,289.57	$ 1,744,187.92	$ 995,318.45	$ 977,914.72	$ 994,082.84	$ 1,066,161.49	$ 1,775,192.26	$ 1,987,731.94	$ 1,987,731.94	$ 1,987,731.94	$ 4,198,300.92	$ 4,198,300.92	$ 4,198,300.92	$ 41,876,783.01	
	Incentive C	$ 3,111,518.60	$ 2,447,110.24	$ 2,963,358.43	$ 2,392,815.86	$ 1,207,514.71	$ 689,066.62	$ 677,017.88	$ 688,211.20	$ 738,111.80	$ 1,228,979.26	$ 1,376,122.11	$ 1,376,122.11	$ 1,376,122.11	$ 2,906,516.02	$ 2,906,516.02	$ 2,906,516.02	$ 28,991,619.00	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 644,258.20	$ 644,258.20	$ 644,258.20	$ 644,258.20	$ 644,258.20	$ 644,258.20	$ 644,258.20	$ 644,258.20	$ 644,258.20	$ 644,258.20	$ 6,442,582.00	
	Max Incentive Payment	$ 7,605,934.36	$ 5,981,825.02	$ 7,243,765.05	$ 5,849,105.43	$ 2,951,702.63	$ 1,684,385.08	$ 2,299,190.80	$ 2,326,552.24	$ 2,448,531.49	$ 3,648,429.73	$ 4,008,112.25	$ 4,008,112.25	$ 4,008,112.25	$ 7,749,075.15	$ 7,749,075.15	$ 7,749,075.15	$ 77,310,984.01	
	State Total	**$ 24,598,324.12**	**$ 8,328,199.14**	**$ 10,320,419.94**	**$ 9,364,593.51**	**$ 4,687,673.89**	**$ 7,517,678.49**	**$ 8,456,220.08**	**$ 6,881,469.19**	**$ 7,129,843.61**	**$ 6,403,055.06**	**$ 7,074,032.18**	**$ 7,074,032.18**	**$ 7,074,032.18**	**$ 13,255,522.45**	**$ 13,255,522.45**	**$ 13,500,437.76**	**$ 154,921,056.26**	
Minnesota	Estate	$ 4,277,168.66	$ 138,980.76	$ 251,897.06	$ 599,785.94	$ 127,712.43	$ 1,847,863.78	$ 2,150,143.12	$ 1,535,127.13	$ 1,565,052.99	$ 665,639.42	$ 732,658.09	$ 732,658.09	$ 732,658.09	$ 1,176,077.87	$ 1,176,077.87	$ 1,269,468.98	$ 18,978,970.28	$ 59,074,504.92
	Base	$ 2,202,370.26	$ 755,738.74	$ 921,293.13	$ 740,740.15	$ 534,248.22	$ 376,487.96	$ 197,655.59	$ 201,754.03	$ 220,025.18	$ 384,754.45	$ 436,438.65	$ 436,438.65	$ 436,438.65	$ 923,640.90	$ 923,640.90	$ 923,640.90	$ 10,615,306.35	
	Incentive A	$ 2,900,295.27	$ 2,280,989.82	$ 2,762,192.85	$ 2,230,381.18	$ 1,125,543.39	$ 642,289.80	$ 631,058.98	$ 641,492.45	$ 688,005.58	$ 1,145,550.84	$ 1,282,704.99	$ 1,282,704.99	$ 1,282,704.99	$ 2,709,209.15	$ 2,709,209.15	$ 2,709,209.15	$ 27,023,542.60	
	Incentive B	$ 1,713,810.84	$ 1,347,857.62	$ 1,632,204.87	$ 1,317,952.51	$ 665,093.82	$ 379,534.88	$ 372,898.49	$ 379,063.72	$ 406,548.75	$ 676,916.40	$ 757,962.04	$ 757,962.04	$ 757,962.04	$ 1,600,896.32	$ 1,600,896.32	$ 1,600,896.32	$ 15,968,456.99	
	Incentive C	$ 1,186,484.43	$ 933,132.20	$ 1,129,987.98	$ 912,428.66	$ 460,449.57	$ 262,754.92	$ 258,160.49	$ 262,428.73	$ 281,456.83	$ 468,634.43	$ 524,742.95	$ 524,742.95	$ 524,742.95	$ 1,108,312.84	$ 1,108,312.84	$ 1,108,312.84	$ 11,055,085.61	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 245,668.57	$ 245,668.57	$ 245,668.57	$ 245,668.57	$ 245,668.57	$ 245,668.57	$ 245,668.57	$ 245,668.57	$ 245,668.57	$ 245,668.57	$ 2,456,685.69	
	Max Incentive Payment	$ 2,900,295.27	$ 2,280,989.82	$ 2,762,192.85	$ 2,230,381.18	$ 1,125,543.39	$ 642,289.80	$ 876,727.55	$ 887,161.02	$ 933,674.15	$ 1,391,219.41	$ 1,528,373.56	$ 1,528,373.56	$ 1,528,373.56	$ 2,954,877.72	$ 2,954,877.72	$ 2,954,877.72	$ 29,480,228.29	
	State Total	**$ 9,379,834.18**	**$ 3,175,709.31**	**$ 3,935,383.05**	**$ 3,570,907.27**	**$ 1,787,504.04**	**$ 2,866,641.54**	**$ 3,224,526.26**	**$ 2,624,042.18**	**$ 2,718,752.32**	**$ 2,441,613.27**	**$ 2,697,470.31**	**$ 2,697,470.31**	**$ 2,697,470.31**	**$ 5,054,596.48**	**$ 5,054,596.48**	**$ 5,147,987.60**	**$ 59,074,504.92**	
Mississippi	Estate	$ 2,965,498.21	$ 96,359.82	$ 174,648.31	$ 415,850.83	$ 88,547.13	$ 1,281,183.22	$ 1,490,763.19	$ 1,064,352.87	$ 1,085,101.43	$ 461,509.16	$ 507,975.35	$ 507,975.35	$ 507,975.35	$ 815,412.50	$ 815,412.50	$ 880,163.56	$ 13,158,728.79	$ 40,958,248.92
	Base	$ 1,526,973.93	$ 523,977.91	$ 638,762.08	$ 513,578.90	$ 370,411.42	$ 261,031.17	$ 137,040.96	$ 139,882.54	$ 152,550.51	$ 266,762.60	$ 302,596.92	$ 302,596.92	$ 302,596.92	$ 640,389.86	$ 640,389.86	$ 640,389.86	$ 7,359,932.35	
	Incentive A	$ 2,010,867.73	$ 1,581,483.40	$ 1,915,116.89	$ 1,546,394.80	$ 780,375.33	$ 445,320.12	$ 437,533.43	$ 444,767.29	$ 477,016.34	$ 794,247.14	$ 889,340.51	$ 889,340.51	$ 889,340.51	$ 1,878,381.60	$ 1,878,381.60	$ 1,878,381.60	$ 18,736,288.79	
	Incentive B	$ 1,188,240.02	$ 934,512.92	$ 1,131,659.98	$ 913,778.75	$ 461,130.88	$ 263,143.71	$ 258,542.48	$ 262,817.03	$ 281,873.29	$ 469,327.85	$ 525,519.39	$ 525,519.39	$ 525,519.39	$ 1,109,952.76	$ 1,109,952.76	$ 1,109,952.76	$ 11,071,443.38	
	Incentive C	$ 822,627.71	$ 646,970.48	$ 783,456.91	$ 632,616.06	$ 319,244.45	$ 182,176.41	$ 178,990.95	$ 181,950.25	$ 195,143.05	$ 324,919.28	$ 363,821.12	$ 363,821.12	$ 363,821.12	$ 768,428.83	$ 768,428.83	$ 768,428.83	$ 7,664,845.41	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 170,329.90	$ 170,329.90	$ 170,329.90	$ 170,329.90	$ 170,329.90	$ 170,329.90	$ 170,329.90	$ 170,329.90	$ 170,329.90	$ 170,329.90	$ 1,703,298.98	
	Max Incentive Payment	$ 2,010,867.73	$ 1,581,483.40	$ 1,915,116.89	$ 1,546,394.80	$ 780,375.33	$ 445,320.12	$ 607,863.33	$ 615,097.19	$ 647,346.23	$ 964,577.03	$ 1,059,670.41	$ 1,059,670.41	$ 1,059,670.41	$ 2,048,711.49	$ 2,048,711.49	$ 2,048,711.49	$ 20,439,587.77	
	State Total	**$ 6,503,339.87**	**$ 2,201,821.12**	**$ 2,728,527.28**	**$ 2,475,824.53**	**$ 1,239,333.88**	**$ 1,987,534.52**	**$ 2,235,667.48**	**$ 1,819,332.60**	**$ 1,884,998.18**	**$ 1,692,848.79**	**$ 1,870,242.68**	**$ 1,870,242.68**	**$ 1,870,242.68**	**$ 3,504,513.86**	**$ 3,504,513.86**	**$ 3,569,264.91**	**$ 40,958,248.92**	
Missouri	Estate	$ 6,612,779.41	$ 214,873.24	$ 389,449.16	$ 927,307.86	$ 197,451.68	$ 2,856,916.93	$ 3,324,260.35	$ 2,373,405.84	$ 2,419,673.16	$ 1,029,121.60	$ 1,132,736.80	$ 1,132,736.80	$ 1,132,736.80	$ 1,818,292.45	$ 1,818,292.45	$ 1,962,681.16	$ 29,342,715.68	$ 91,333,005.76
	Base	$ 3,405,006.87	$ 1,168,420.98	$ 1,424,378.77	$ 1,145,232.18	$ 825,982.30	$ 582,074.73	$ 305,588.33	$ 311,924.78	$ 340,173.16	$ 594,855.27	$ 674,762.39	$ 674,762.39	$ 674,762.39	$ 1,428,008.57	$ 1,428,008.57	$ 1,428,008.57	$ 16,411,950.26	
	Incentive A	$ 4,484,044.09	$ 3,526,557.80	$ 4,270,528.82	$ 3,448,313.57	$ 1,740,162.89	$ 993,021.58	$ 975,658.01	$ 991,788.82	$ 1,063,701.13	$ 1,771,095.69	$ 1,983,144.89	$ 1,983,144.89	$ 1,983,144.89	$ 4,188,612.59	$ 4,188,612.59	$ 4,188,612.59	$ 41,780,144.84	
	Incentive B	$ 2,649,662.42	$ 2,083,875.06	$ 2,523,494.30	$ 2,037,639.84	$ 1,028,278.07	$ 586,785.48	$ 576,525.19	$ 586,057.03	$ 628,550.67	$ 1,046,556.54	$ 1,171,858.34	$ 1,171,858.34	$ 1,171,858.34	$ 2,475,089.26	$ 2,475,089.26	$ 2,475,089.26	$ 24,688,267.40	
	Incentive C	$ 1,834,381.67	$ 1,442,682.74	$ 1,747,034.52	$ 1,410,673.73	$ 711,884.82	$ 406,236.10	$ 399,132.82	$ 405,731.79	$ 435,150.46	$ 724,539.15	$ 811,286.55	$ 811,286.55	$ 811,286.55	$ 1,713,523.33	$ 1,713,523.33	$ 1,713,523.33	$ 17,091,877.43	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 379,819.50	$ 379,819.50	$ 379,819.50	$ 379,819.50	$ 379,819.50	$ 379,819.50	$ 379,819.50	$ 379,819.50	$ 379,819.50	$ 379,819.50	$ 3,798,194.99	
	Max Incentive Payment	$ 4,484,044.09	$ 3,526,557.80	$ 4,270,528.82	$ 3,448,313.57	$ 1,740,162.89	$ 993,021.58	$ 1,355,477.51	$ 1,371,608.32	$ 1,443,520.63	$ 2,150,915.19	$ 2,362,964.39	$ 2,362,964.39	$ 2,362,964.39	$ 4,568,432.09	$ 4,568,432.09	$ 4,568,432.09	$ 45,578,339.82	
	State Total	**$ 14,501,830.37**	**$ 4,909,852.02**	**$ 6,084,356.75**	**$ 5,520,853.61**	**$ 2,763,596.87**	**$ 4,432,013.24**	**$ 4,985,326.18**	**$ 4,056,938.94**	**$ 4,203,366.95**	**$ 3,774,892.05**	**$ 4,170,463.57**	**$ 4,170,463.57**	**$ 4,170,463.57**	**$ 7,814,733.12**	**$ 7,814,733.12**	**$ 7,959,121.82**	**$ 91,333,005.76**	
Montana	Estate	$ 1,159,828.81	$ 37,687.05	$ 68,306.28	$ 162,642.41	$ 34,631.45	$ 501,080.46	$ 583,048.77	$ 416,276.47	$ 424,391.39	$ 180,499.73	$ 198,673.01	$ 198,673.01	$ 198,673.01	$ 318,914.01	$ 318,914.01	$ 344,238.63	$ 5,146,478.48	$ 16,019,081.33
	Base	$ 597,211.07	$ 204,931.73	$ 249,824.69	$ 200,864.60	$ 144,870.71	$ 102,091.27	$ 53,597.76	$ 54,709.12	$ 59,663.66	$ 104,332.87	$ 118,347.95	$ 118,347.95	$ 118,347.95	$ 250,461.32	$ 250,461.32	$ 250,461.32	$ 2,878,525.28	
	Incentive A	$ 786,465.60	$ 618,530.13	$ 749,016.72	$ 604,806.72	$ 305,210.70	$ 174,168.07	$ 171,122.64	$ 173,951.85	$ 186,564.70	$ 310,636.07	$ 347,827.81	$ 347,827.81	$ 347,827.81	$ 734,649.27	$ 734,649.27	$ 734,649.27	$ 7,327,904.44	
	Incentive B	$ 464,729.67	$ 365,495.08	$ 442,600.79	$ 357,385.79	$ 180,351.78	$ 102,917.50	$ 101,117.92	$ 102,789.73	$ 110,242.78	$ 183,557.68	$ 205,534.61	$ 205,534.61	$ 205,534.61	$ 434,110.93	$ 434,110.93	$ 434,110.93	$ 4,330,125.35	
	Incentive C	$ 321,735.93	$ 253,035.05	$ 306,415.93	$ 247,420.93	$ 124,858.92	$ 71,250.57	$ 70,004.72	$ 71,162.12	$ 76,321.92	$ 127,078.39	$ 142,293.19	$ 142,293.19	$ 142,293.19	$ 300,538.34	$ 300,538.34	$ 300,538.34	$ 2,997,779.09	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 66,617.31	$ 66,617.31	$ 66,617.31	$ 66,617.31	$ 66,617.31	$ 66,617.31	$ 66,617.31	$ 66,617.31	$ 66,617.31	$ 66,617.31	$ 666,173.13	
	Max Incentive Payment	$ 786,465.60	$ 618,530.13	$ 749,016.72	$ 604,806.72	$ 305,210.70	$ 174,168.07	$ 237,739.95	$ 240,569.17	$ 253,182.01	$ 377,253.38	$ 414,445.12	$ 414,445.12	$ 414,445.12	$ 801,266.58	$ 801,266.58	$ 801,266.58	$ 7,994,077.57	
	State Total	**$ 2,543,505.47**	**$ 861,148.91**	**$ 1,067,147.68**	**$ 968,313.72**	**$ 484,712.87**	**$ 777,339.80**	**$ 874,386.48**	**$ 711,554.76**	**$ 737,237.06**	**$ 662,085.98**	**$ 731,466.07**	**$ 731,466.07**	**$ 731,466.07**	**$ 1,370,641.91**	**$ 1,370,641.91**	**$ 1,395,966.54**	**$ 16,019,081.33**	
N. Mariana Islands	Estate	$ 63,284.95	$ 2,056.36	$ 3,727.07	$ 8,874.43	$ 1,889.63	$ 27,340.98	$ 31,813.50	$ 22,713.73	$ 23,156.51	$ 9,848.80	$ 10,840.40	$ 10,840.40	$ 10,840.40	$ 17,401.24	$ 17,401.24	$ 18,783.05	$ 280,812.68	$ 874,065.87
	Base	$ 32,586.25	$ 11,181.90	$ 13,631.45	$ 10,959.98	$ 7,904.73	$ 5,570.51	$ 2,924.51	$ 2,985.15	$ 3,255.49	$ 5,692.82	$ 6,457.54	$ 6,457.54	$ 6,457.54	$ 13,666.18	$ 13,666.18	$ 13,666.18	$ 157,063.98	
	Incentive A	$ 42,912.74	$ 33,749.51	$ 40,869.38	$ 33,000.70	$ 16,653.53	$ 9,503.31	$ 9,337.14	$ 9,491.52	$ 10,179.72	$ 16,949.56	$ 18,978.89	$ 18,978.89	$ 18,978.89	$ 40,085.44	$ 40,085.44	$ 40,085.44	$ 399,840.11	
	Incentive B	$ 25,357.53	$ 19,942.89	$ 24,150.09	$ 19,500.41	$ 9,840.72	$ 5,615.59	$ 5,517.40	$ 5,608.62	$ 6,015.29	$ 10,015.65	$ 11,214.80	$ 11,214.80	$ 11,214.80	$ 23,686.85	$ 23,686.85	$ 23,686.85	$ 236,269.15	
	Incentive C	$ 17,555.21	$ 13,806.62	$ 16,719.29	$ 13,500.29	$ 6,812.81	$ 3,887.72	$ 3,819.74	$ 3,882.89	$ 4,164.43	$ 6,933.91	$ 7,764.09	$ 7,764.09	$ 7,764.09	$ 16,398.59	$ 16,398.59	$ 16,398.59	$ 163,570.95	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,634.91	$ 3,634.91	$ 3,634.91	$ 3,634.91	$ 3,634.91	$ 3,634.91	$ 3,634.91	$ 3,634.91	$ 3,634.91	$ 3,634.91	$ 36,349.10	
	Max Incentive Payment	$ 42,912.74	$ 33,749.51	$ 40,869.38	$ 33,000.70	$ 16,653.53	$ 9,503.31	$ 12,972.05	$ 13,126.43	$ 13,814.63	$ 20,584.47	$ 22,613.80	$ 22,613.80	$ 22,613.80	$ 43,720.35	$ 43,720.35	$ 43,720.35	$ 436,189.21	
	State Total	**$ 138,783.95**	**$ 46,987.77**	**$ 58,227.89**	**$ 52,835.11**	**$ 26,447.89**	**$ 42,414.80**	**$ 47,710.06**	**$ 38,825.31**	**$ 40,226.64**	**$ 36,126.09**	**$ 39,911.75**	**$ 39,911.75**	**$ 39,911.75**	**$ 74,787.77**	**$ 74,787.77**	**$ 76,169.58**	**$ 874,065.87**	

Note: Subject to Article 9, all figures shown above are the maximum possible scheduled payment amounts as determined pursuant to the Governmental Entity & Direct Shareholder Settlement Agreement. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments.

Note: Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D with no deductions, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D with no deductions.

Estimated Distribution Chart

State	Payment Type	Payment Date 1	Payment Date 2	Payment Date 3	Payment Date 4	Payment Date 5	Payment Date 6	Payment Date 7	Payment Date 8	Payment Date 9	Payment Date 10	Payment Date 11	Payment Date 12	Payment Date 13	Payment Date 14	Payment Date 15	Payment Date 16	Totals	State Total Maximum Payment
Nebraska	Estate	$ 1,429,521.23	$ 46,450.34	$ 84,189.39	$ 200,461.29	$ 42,684.23	$ 617,595.59	$ 718,623.81	$ 513,072.32	$ 523,074.18	$ 222,470.93	$ 244,870.00	$ 244,870.00	$ 244,870.00	$ 393,070.37	$ 393,070.37	$ 424,283.68	$ 6,343,177.74	$ 19,743,962.87
	Base	$ 736,079.24	$ 252,584.05	$ 307,915.87	$ 247,571.20	$ 178,557.18	$ 125,830.33	$ 66,060.72	$ 67,430.51	$ 73,537.12	$ 128,593.17	$ 145,867.13	$ 145,867.13	$ 145,867.13	$ 308,700.54	$ 308,700.54	$ 308,700.54	$ 3,547,862.39	
	Incentive A	$ 969,340.70	$ 762,355.58	$ 923,183.92	$ 745,441.09	$ 376,180.67	$ 214,666.99	$ 210,913.41	$ 214,400.49	$ 229,946.18	$ 382,867.59	$ 428,707.44	$ 428,707.44	$ 428,707.44	$ 905,475.64	$ 905,475.64	$ 905,475.64	$ 9,031,845.84	
	Incentive B	$ 572,792.23	$ 450,482.84	$ 545,517.77	$ 440,487.91	$ 222,288.58	$ 126,848.67	$ 124,630.65	$ 126,691.20	$ 135,877.29	$ 226,239.94	$ 253,327.12	$ 253,327.12	$ 253,327.12	$ 535,053.79	$ 535,053.79	$ 535,053.79	$ 5,336,999.82	
	Incentive C	$ 396,548.47	$ 311,872.74	$ 377,666.15	$ 304,953.17	$ 153,892.09	$ 87,818.31	$ 86,282.76	$ 87,709.29	$ 94,068.89	$ 156,627.65	$ 175,380.32	$ 175,380.32	$ 175,380.32	$ 370,421.85	$ 370,421.85	$ 370,421.85	$ 3,694,846.03	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 82,107.69	$ 82,107.69	$ 82,107.69	$ 82,107.69	$ 82,107.69	$ 82,107.69	$ 82,107.69	$ 82,107.69	$ 82,107.69	$ 82,107.69	$ 821,076.89	
	Max Incentive Payment	$ 969,340.70	$ 762,355.58	$ 923,183.92	$ 745,441.09	$ 376,180.67	$ 214,666.99	$ 293,021.10	$ 296,508.18	$ 312,053.87	$ 464,975.28	$ 510,815.13	$ 510,815.13	$ 510,815.13	$ 987,583.33	$ 987,583.33	$ 987,583.33	$ 9,852,922.74	
	State Total	**$ 3,134,941.18**	**$ 1,061,389.97**	**$ 1,315,289.17**	**$ 1,193,473.57**	**$ 597,422.08**	**$ 958,092.91**	**$ 1,077,705.63**	**$ 877,011.01**	**$ 908,665.17**	**$ 816,039.37**	**$ 901,552.26**	**$ 901,552.26**	**$ 901,552.26**	**$ 1,689,354.24**	**$ 1,689,354.24**	**$ 1,720,567.55**	**$ 19,743,962.87**	
Nevada	Estate	$ 2,913,418.43	$ 1,942,278.95	$ 1,942,278.95	$ 1,942,278.95	$ 1,942,278.95	$ 1,942,278.95	$ 1,740,348.82	$ 1,740,348.82	$ 1,740,348.82	$ 769,209.35	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,615,069.00	$ 57,941,815.03
	Base	$ 1,629,531.46	$ 1,086,354.31	$ 1,086,354.31	$ 1,086,354.31	$ 1,086,354.31	$ 1,086,354.31	$ 973,410.87	$ 973,410.87	$ 973,410.87	$ 430,233.71	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,411,769.31	
	Incentive A	$ 4,148,322.37	$ 2,765,548.25	$ 2,765,548.25	$ 2,765,548.25	$ 2,765,548.25	$ 2,765,548.25	$ 2,478,026.46	$ 2,478,026.46	$ 2,478,026.46	$ 1,095,252.34	$ -	$ -	$ -	$ -	$ -	$ -	$ 26,505,395.33	
	Incentive B	$ 2,451,281.40	$ 1,634,187.60	$ 1,634,187.60	$ 1,634,187.60	$ 1,634,187.60	$ 1,634,187.60	$ 1,464,288.36	$ 1,464,288.36	$ 1,464,288.36	$ 647,194.56	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,662,279.06	
	Incentive C	$ 1,697,040.97	$ 1,131,360.65	$ 1,131,360.65	$ 1,131,360.65	$ 1,131,360.65	$ 1,131,360.65	$ 1,013,738.10	$ 1,013,738.10	$ 1,013,738.10	$ 448,057.78	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,843,116.27	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 602,395.35	$ 602,395.35	$ 602,395.35	$ 602,395.35	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,409,581.39	
	Max Incentive Payment	$ 4,148,322.37	$ 2,765,548.25	$ 2,765,548.25	$ 2,765,548.25	$ 2,765,548.25	$ 2,765,548.25	$ 3,080,421.81	$ 3,080,421.81	$ 3,080,421.81	$ 1,697,647.69	$ -	$ -	$ -	$ -	$ -	$ -	$ 28,914,976.72	
	State Total	**$ 8,691,272.25**	**$ 5,794,181.50**	**$ 5,794,181.50**	**$ 5,794,181.50**	**$ 5,794,181.50**	**$ 5,794,181.50**	**$ 5,794,181.50**	**$ 5,794,181.50**	**$ 5,794,181.50**	**$ 2,897,090.75**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 57,941,815.03**	
New Hampshire	Estate	$ 2,476,363.94	$ 1,584,872.92	$ 1,386,763.81	$ 990,545.58	$ 990,545.58	$ 990,545.58	$ 689,453.83	$ 194,181.04	$ 95,126.49	$ 95,126.49	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,493,525.26	$ 29,549,827.85
	Base	$ 1,385,078.41	$ 886,450.18	$ 775,643.91	$ 554,031.36	$ 554,031.36	$ 554,031.36	$ 385,624.91	$ 108,609.23	$ 53,206.09	$ 53,206.09	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,309,912.89	
	Incentive A	$ 3,526,014.61	$ 2,256,649.35	$ 1,974,568.18	$ 1,410,405.84	$ 1,410,405.84	$ 1,410,405.84	$ 981,691.04	$ 276,488.11	$ 135,447.53	$ 135,447.53	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,517,523.89	
	Incentive B	$ 2,083,554.09	$ 1,333,474.62	$ 1,166,790.29	$ 833,421.64	$ 833,421.64	$ 833,421.64	$ 580,090.16	$ 163,379.34	$ 80,037.18	$ 80,037.18	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,987,627.75	
	Incentive C	$ 1,442,460.52	$ 923,174.73	$ 807,777.89	$ 576,984.21	$ 576,984.21	$ 576,984.21	$ 401,600.88	$ 113,108.77	$ 55,410.35	$ 55,410.35	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,529,896.14	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 307,216.45	$ 307,216.45	$ 307,216.45	$ 307,216.45	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,228,865.81	
	Max Incentive Payment	$ 3,526,014.61	$ 2,256,649.35	$ 1,974,568.18	$ 1,410,405.84	$ 1,410,405.84	$ 1,410,405.84	$ 1,288,907.49	$ 583,704.57	$ 442,663.98	$ 442,663.98	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,746,389.70	
	State Total	**$ 7,387,456.96**	**$ 4,727,972.46**	**$ 4,136,975.90**	**$ 2,954,982.78**	**$ 2,954,982.78**	**$ 2,954,982.78**	**$ 2,363,986.23**	**$ 886,494.84**	**$ 590,996.56**	**$ 590,996.56**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 29,549,827.85**	
New Jersey	Estate	$ 9,083,900.75	$ 295,168.95	$ 534,981.93	$ 1,273,832.39	$ 271,237.16	$ 3,924,514.68	$ 4,566,499.08	$ 3,260,320.93	$ 3,323,877.83	$ 1,413,692.77	$ 1,556,027.81	$ 1,556,027.81	$ 1,556,027.81	$ 2,497,767.91	$ 2,497,767.91	$ 2,696,113.06	$ 40,307,758.77	$ 125,463,123.60
	Base	$ 4,677,419.68	$ 1,605,046.77	$ 1,956,653.12	$ 1,573,192.57	$ 1,134,642.60	$ 799,589.52	$ 419,783.25	$ 428,487.57	$ 467,292.05	$ 817,146.00	$ 926,913.51	$ 926,913.51	$ 926,913.51	$ 1,961,639.33	$ 1,961,639.33	$ 1,961,639.33	$ 22,544,911.63	
	Incentive A	$ 6,159,680.98	$ 4,844,392.81	$ 5,866,377.44	$ 4,736,909.60	$ 2,390,442.21	$ 1,364,102.58	$ 1,340,250.44	$ 1,362,409.15	$ 1,461,194.29	$ 2,432,934.25	$ 2,724,223.85	$ 2,724,223.85	$ 2,724,223.85	$ 5,753,850.05	$ 5,753,850.05	$ 5,753,850.05	$ 57,392,915.44	
	Incentive B	$ 3,639,811.49	$ 2,862,595.75	$ 3,466,495.76	$ 2,799,082.94	$ 1,412,534.03	$ 806,060.62	$ 791,966.17	$ 805,059.95	$ 863,432.99	$ 1,437,642.96	$ 1,609,768.64	$ 1,609,768.64	$ 1,609,768.64	$ 3,400,002.30	$ 3,400,002.30	$ 3,400,002.30	$ 33,913,995.49	
	Incentive C	$ 2,519,869.49	$ 1,981,797.06	$ 2,399,881.68	$ 1,937,826.65	$ 977,908.18	$ 558,041.97	$ 548,284.27	$ 557,349.20	$ 597,761.30	$ 995,291.28	$ 1,114,455.21	$ 1,114,455.21	$ 1,114,455.21	$ 2,353,847.75	$ 2,353,847.75	$ 2,353,847.75	$ 23,478,919.95	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 521,753.78	$ 521,753.78	$ 521,753.78	$ 521,753.78	$ 521,753.78	$ 521,753.78	$ 521,753.78	$ 521,753.78	$ 521,753.78	$ 521,753.78	$ 5,217,537.77	
	Max Incentive Payment	$ 6,159,680.98	$ 4,844,392.81	$ 5,866,377.44	$ 4,736,909.60	$ 2,390,442.21	$ 1,364,102.58	$ 1,862,004.22	$ 1,884,162.93	$ 1,982,948.07	$ 2,954,688.02	$ 3,245,977.63	$ 3,245,977.63	$ 3,245,977.63	$ 6,275,603.82	$ 6,275,603.82	$ 6,275,603.82	$ 62,610,453.20	
	State Total	**$ 19,921,001.41**	**$ 6,744,608.54**	**$ 8,358,012.49**	**$ 7,583,934.56**	**$ 3,796,321.96**	**$ 6,088,206.78**	**$ 6,848,286.54**	**$ 5,572,971.43**	**$ 5,774,117.94**	**$ 5,185,526.79**	**$ 5,728,918.94**	**$ 5,728,918.94**	**$ 5,728,918.94**	**$ 10,735,011.06**	**$ 10,735,011.06**	**$ 10,933,356.20**	**$ 125,463,123.60**	
New Mexico	Estate	$ 2,018,960.36	$ 1,345,973.57	$ 1,345,973.57	$ 1,345,973.57	$ 1,345,973.57	$ 1,345,973.57	$ 1,206,038.67	$ 1,206,038.67	$ 1,206,038.67	$ 533,051.89	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,899,996.14	$ 40,152,910.00
	Base	$ 1,129,243.71	$ 752,829.14	$ 752,829.14	$ 752,829.14	$ 752,829.14	$ 752,829.14	$ 674,560.83	$ 674,560.83	$ 674,560.83	$ 298,146.26	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,215,218.16	
	Incentive A	$ 2,874,732.43	$ 1,916,488.29	$ 1,916,488.29	$ 1,916,488.29	$ 1,916,488.29	$ 1,916,488.29	$ 1,717,239.50	$ 1,717,239.50	$ 1,717,239.50	$ 758,995.36	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,367,887.73	
	Incentive B	$ 1,698,705.53	$ 1,132,470.35	$ 1,132,470.35	$ 1,132,470.35	$ 1,132,470.35	$ 1,132,470.35	$ 1,014,732.43	$ 1,014,732.43	$ 1,014,732.43	$ 448,497.26	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,853,751.84	
	Incentive C	$ 1,176,026.90	$ 784,017.94	$ 784,017.94	$ 784,017.94	$ 784,017.94	$ 784,017.94	$ 702,507.07	$ 702,507.07	$ 702,507.07	$ 310,498.10	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,514,135.89	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 417,451.99	$ 417,451.99	$ 417,451.99	$ 417,451.99	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,669,807.98	
	Max Incentive Payment	$ 2,874,732.43	$ 1,916,488.29	$ 1,916,488.29	$ 1,916,488.29	$ 1,916,488.29	$ 1,916,488.29	$ 2,134,691.50	$ 2,134,691.50	$ 2,134,691.50	$ 1,176,447.35	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,037,695.70	
	State Total	**$ 6,022,936.50**	**$ 4,015,291.00**	**$ 4,015,291.00**	**$ 4,015,291.00**	**$ 4,015,291.00**	**$ 4,015,291.00**	**$ 4,015,291.00**	**$ 4,015,291.00**	**$ 4,015,291.00**	**$ 2,007,645.50**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 40,152,910.00**	
New York	Estate	$ 16,355,685.10	$ 577,493.65	$ 1,046,684.15	$ 2,492,234.04	$ 530,671.44	$ 7,678,254.32	$ 8,940,179.27	$ 6,384,661.24	$ 6,509,009.36	$ 2,771,760.85	$ 3,050,237.22	$ 3,050,237.22	$ 3,050,237.22	$ 4,892,737.65	$ 4,892,737.65	$ 5,280,796.96	$ 77,503,617.32	$ 241,240,054.40
	Base	$ 8,358,840.64	$ 3,140,250.02	$ 3,828,162.58	$ 3,077,927.76	$ 2,219,911.29	$ 1,564,384.94	$ 824,595.20	$ 841,625.07	$ 917,545.45	$ 1,602,029.48	$ 1,816,787.98	$ 1,816,787.98	$ 1,816,787.98	$ 3,841,213.57	$ 3,841,213.57	$ 3,841,213.57	$ 43,349,277.07	
	Incentive A	$ 10,033,943.94	$ 9,477,982.14	$ 11,477,479.80	$ 9,267,692.83	$ 4,676,864.45	$ 2,668,846.32	$ 2,630,569.48	$ 2,673,922.67	$ 2,867,194.31	$ 4,768,389.01	$ 5,338,292.77	$ 5,338,292.77	$ 5,338,292.77	$ 11,265,711.14	$ 11,265,711.14	$ 11,265,711.14	$ 110,354,896.68	
	Incentive B	$ 5,929,148.69	$ 5,600,625.81	$ 6,782,147.15	$ 5,476,363.94	$ 2,763,601.72	$ 1,577,045.55	$ 1,554,427.42	$ 1,580,045.21	$ 1,694,251.19	$ 2,817,684.42	$ 3,154,445.73	$ 3,154,445.73	$ 3,154,445.73	$ 6,657,011.13	$ 6,657,011.13	$ 6,657,011.13	$ 65,209,711.67	
	Incentive C	$ 4,104,795.25	$ 3,877,356.33	$ 4,695,332.64	$ 3,791,328.88	$ 1,913,262.73	$ 1,091,800.77	$ 1,076,142.06	$ 1,093,877.46	$ 1,172,943.13	$ 1,950,704.60	$ 2,183,847.04	$ 2,183,847.04	$ 2,183,847.04	$ 4,608,700.01	$ 4,608,700.01	$ 4,608,700.01	$ 45,145,185.00	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,003,226.33	$ 1,003,226.33	$ 1,003,226.33	$ 1,003,226.33	$ 1,003,226.33	$ 1,003,226.33	$ 1,003,226.33	$ 1,003,226.33	$ 1,003,226.33	$ 1,003,226.33	$ 10,032,263.33	
	Max Incentive Payment	$ 10,033,943.94	$ 9,477,982.14	$ 11,477,479.80	$ 9,267,692.83	$ 4,676,864.45	$ 2,668,846.32	$ 3,633,795.81	$ 3,677,149.00	$ 3,870,420.65	$ 5,771,615.35	$ 6,341,519.10	$ 6,341,519.10	$ 6,341,519.10	$ 12,268,937.48	$ 12,268,937.48	$ 12,268,937.48	$ 120,387,160.01	
	State Total	**$ 34,748,469.68**	**$ 13,195,725.80**	**$ 16,352,326.52**	**$ 14,837,854.63**	**$ 7,427,447.19**	**$ 11,911,485.58**	**$ 13,398,570.27**	**$ 10,903,435.31**	**$ 11,296,975.46**	**$ 10,145,405.67**	**$ 11,208,544.30**	**$ 11,208,544.30**	**$ 11,208,544.30**	**$ 21,002,888.70**	**$ 21,002,888.70**	**$ 21,390,948.01**	**$ 241,240,054.40**	

Note: Subject to Article 9, all figures shown above are the maximum possible scheduled payment amounts as determined pursuant to the Governmental Entity & Direct Shareholder Settlement Agreement. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments.

Note: Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D with no deductions, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D with no deductions.

Estimated Distribution Chart

State	Payment Type	Payment Date 1	Payment Date 2	Payment Date 3	Payment Date 4	Payment Date 5	Payment Date 6	Payment Date 7	Payment Date 8	Payment Date 9	Payment Date 10	Payment Date 11	Payment Date 12	Payment Date 13	Payment Date 14	Payment Date 15	Payment Date 16	Totals	State Total Maximum Payment
North Carolina	Estate	$ 9,862,031.02	$ 348,212.88	$ 631,121.93	$ 1,502,749.00	$ 319,980.37	$ 4,629,777.46	$ 5,390,683.71	$ 3,849,776.20	$ 3,924,754.72	$ 1,671,296.02	$ 1,839,209.66	$ 1,839,209.66	$ 1,839,209.66	$ 2,950,187.06	$ 2,950,187.06	$ 3,184,176.22	$ 46,732,562.64	$ 145,461,158.38
	Base	$ 5,040,152.41	$ 1,893,484.92	$ 2,308,277.39	$ 1,855,906.30	$ 1,338,545.83	$ 943,281.36	$ 497,208.36	$ 507,476.91	$ 553,254.83	$ 965,979.98	$ 1,095,473.49	$ 1,095,473.49	$ 1,095,473.49	$ 2,316,146.78	$ 2,316,146.78	$ 2,316,146.78	$ 26,138,429.10	
	Incentive A	$ 6,050,193.91	$ 5,714,964.15	$ 6,920,606.57	$ 5,588,165.44	$ 2,820,021.42	$ 1,609,241.38	$ 1,586,161.49	$ 1,612,302.28	$ 1,728,839.80	$ 2,875,208.23	$ 3,218,844.61	$ 3,218,844.61	$ 3,218,844.61	$ 6,792,915.86	$ 6,792,915.86	$ 6,792,915.86	$ 66,540,986.09	
	Incentive B	$ 3,575,114.58	$ 3,377,024.27	$ 4,089,449.34	$ 3,302,097.76	$ 1,666,376.29	$ 950,915.36	$ 937,277.24	$ 952,724.07	$ 1,021,587.15	$ 1,698,986.68	$ 1,902,044.54	$ 1,902,044.54	$ 1,902,044.54	$ 4,013,995.74	$ 4,013,995.74	$ 4,013,995.74	$ 39,319,673.60	
	Incentive C	$ 2,475,079.33	$ 2,337,939.88	$ 2,831,157.23	$ 2,286,067.68	$ 1,153,645.13	$ 658,326.02	$ 648,884.24	$ 659,578.20	$ 707,252.64	$ 1,176,221.55	$ 1,316,800.07	$ 1,316,800.07	$ 1,316,800.07	$ 2,778,920.13	$ 2,778,920.13	$ 2,778,920.13	$ 27,221,312.49	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 604,918.06	$ 604,918.06	$ 604,918.06	$ 604,918.06	$ 604,918.06	$ 604,918.06	$ 604,918.06	$ 604,918.06	$ 604,918.06	$ 604,918.06	$ 6,049,180.55	
	Max Incentive Payment	$ 6,050,193.91	$ 5,714,964.15	$ 6,920,606.57	$ 5,588,165.44	$ 2,820,021.42	$ 1,609,241.38	$ 2,191,079.54	$ 2,217,220.33	$ 2,333,757.85	$ 3,480,126.28	$ 3,823,762.67	$ 3,823,762.67	$ 3,823,762.67	$ 7,397,833.92	$ 7,397,833.92	$ 7,397,833.92	$ 72,590,166.64	
	State Total	**$ 20,952,377.35**	**$ 7,956,661.95**	**$ 9,860,005.89**	**$ 8,946,820.74**	**$ 4,478,547.62**	**$ 7,182,300.20**	**$ 8,078,971.62**	**$ 6,574,473.44**	**$ 6,811,767.39**	**$ 6,117,402.29**	**$ 6,758,445.82**	**$ 6,758,445.82**	**$ 6,758,445.82**	**$ 12,664,167.76**	**$ 12,664,167.76**	**$ 12,898,156.92**	**$ 145,461,158.38**	
North Dakota	Estate	$ 629,977.23	$ 20,470.25	$ 37,101.51	$ 88,341.50	$ 18,810.56	$ 272,168.86	$ 316,691.09	$ 226,106.38	$ 230,514.11	$ 98,040.95	$ 107,912.02	$ 107,912.02	$ 107,912.02	$ 173,222.60	$ 173,222.60	$ 186,978.02	$ 2,795,381.71	$ 8,700,987.89
	Base	$ 324,383.54	$ 111,311.53	$ 135,695.77	$ 109,102.41	$ 78,688.55	$ 55,452.30	$ 29,112.37	$ 29,716.02	$ 32,407.15	$ 56,669.86	$ 64,282.34	$ 64,282.34	$ 64,282.34	$ 136,041.57	$ 136,041.57	$ 136,041.57	$ 1,563,511.23	
	Incentive A	$ 427,179.78	$ 335,963.29	$ 406,838.90	$ 328,509.22	$ 165,779.46	$ 94,601.82	$ 92,947.65	$ 94,484.38	$ 101,335.22	$ 168,726.32	$ 188,927.54	$ 188,927.54	$ 188,927.54	$ 399,035.02	$ 399,035.02	$ 399,035.02	$ 3,980,253.70	
	Incentive B	$ 252,424.42	$ 198,523.76	$ 240,404.80	$ 194,119.09	$ 97,960.59	$ 55,901.08	$ 54,923.61	$ 55,831.68	$ 59,879.91	$ 99,701.92	$ 111,639.00	$ 111,639.00	$ 111,639.00	$ 235,793.42	$ 235,793.42	$ 235,793.42	$ 2,351,968.10	
	Incentive C	$ 174,755.36	$ 137,439.53	$ 166,434.10	$ 134,390.14	$ 67,818.87	$ 38,700.75	$ 38,024.04	$ 38,652.70	$ 41,455.32	$ 69,024.40	$ 77,288.54	$ 77,288.54	$ 77,288.54	$ 163,241.60	$ 163,241.60	$ 163,241.60	$ 1,628,285.61	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 36,184.12	$ 36,184.12	$ 36,184.12	$ 36,184.12	$ 36,184.12	$ 36,184.12	$ 36,184.12	$ 36,184.12	$ 36,184.12	$ 36,184.12	$ 361,841.25	
	Max Incentive Payment	$ 427,179.78	$ 335,963.29	$ 406,838.90	$ 328,509.22	$ 165,779.46	$ 94,601.82	$ 129,131.78	$ 130,668.51	$ 137,519.35	$ 204,910.45	$ 225,111.66	$ 225,111.66	$ 225,111.66	$ 435,219.14	$ 435,219.14	$ 435,219.14	$ 4,342,094.95	
	State Total	**$ 1,381,540.54**	**$ 467,745.07**	**$ 579,636.18**	**$ 525,953.13**	**$ 263,278.57**	**$ 422,222.98**	**$ 474,935.24**	**$ 386,490.91**	**$ 400,440.61**	**$ 359,621.25**	**$ 397,306.02**	**$ 397,306.02**	**$ 397,306.02**	**$ 744,483.31**	**$ 744,483.31**	**$ 758,238.73**	**$ 8,700,987.89**	
Ohio	Estate	$ 14,364,403.41	$ 466,751.68	$ 845,968.76	$ 2,014,315.53	$ 428,908.25	$ 6,205,848.52	$ 7,221,020.65	$ 5,155,556.66	$ 5,256,059.41	$ 2,235,477.23	$ 2,460,552.11	$ 2,460,552.11	$ 2,460,552.11	$ 3,949,728.96	$ 3,949,728.96	$ 4,263,372.82	$ 63,738,797.15	$ 198,395,267.53
	Base	$ 7,396,419.77	$ 2,538,065.96	$ 3,094,062.28	$ 2,487,694.81	$ 1,794,214.24	$ 1,264,393.65	$ 663,804.69	$ 677,568.86	$ 738,930.52	$ 1,292,155.77	$ 1,465,731.51	$ 1,465,731.51	$ 1,465,731.51	$ 3,101,946.99	$ 3,101,946.99	$ 3,101,946.99	$ 35,650,346.06	
	Incentive A	$ 9,740,324.65	$ 7,660,454.97	$ 9,276,522.77	$ 7,490,491.39	$ 3,780,014.46	$ 2,157,060.09	$ 2,119,342.61	$ 2,154,382.27	$ 2,310,591.54	$ 3,847,207.27	$ 4,307,824.51	$ 4,307,824.51	$ 4,307,824.51	$ 9,098,582.81	$ 9,098,582.81	$ 9,098,582.81	$ 90,755,613.96	
	Incentive B	$ 5,755,646.38	$ 4,526,632.48	$ 5,481,581.64	$ 4,426,199.45	$ 2,233,644.91	$ 1,274,626.42	$ 1,252,338.82	$ 1,273,044.07	$ 1,365,349.55	$ 2,273,349.75	$ 2,545,532.67	$ 2,545,532.67	$ 2,545,532.67	$ 5,376,435.29	$ 5,376,435.29	$ 5,376,435.29	$ 53,628,317.34	
	Incentive C	$ 3,984,678.26	$ 3,133,822.49	$ 3,794,941.13	$ 3,064,291.93	$ 1,546,369.55	$ 882,433.67	$ 867,003.80	$ 881,338.20	$ 945,241.99	$ 1,573,857.52	$ 1,762,291.85	$ 1,762,291.85	$ 1,762,291.85	$ 3,722,147.51	$ 3,722,147.51	$ 3,722,147.51	$ 37,127,296.62	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 825,051.04	$ 825,051.04	$ 825,051.04	$ 825,051.04	$ 825,051.04	$ 825,051.04	$ 825,051.04	$ 825,051.04	$ 825,051.04	$ 825,051.04	$ 8,250,510.36	
	Max Incentive Payment	$ 9,740,324.65	$ 7,660,454.97	$ 9,276,522.77	$ 7,490,491.39	$ 3,780,014.46	$ 2,157,060.09	$ 2,944,393.65	$ 2,979,433.30	$ 3,135,642.58	$ 4,672,258.30	$ 5,132,875.55	$ 5,132,875.55	$ 5,132,875.55	$ 9,923,633.84	$ 9,923,633.84	$ 9,923,633.84	$ 99,006,124.32	
	State Total	**$ 31,501,147.83**	**$ 10,665,272.61**	**$ 13,216,553.81**	**$ 11,992,501.73**	**$ 6,003,136.94**	**$ 9,627,302.26**	**$ 10,829,218.99**	**$ 8,812,558.83**	**$ 9,130,632.50**	**$ 8,199,891.30**	**$ 9,059,159.17**	**$ 9,059,159.17**	**$ 9,059,159.17**	**$ 16,975,309.79**	**$ 16,975,309.79**	**$ 17,288,953.65**	**$ 198,395,267.53**	
Oklahoma	Estate	$ 1,408,688.91	$ 939,125.94	$ 939,125.94	$ 939,125.94	$ 939,125.94	$ 939,125.94	$ 841,489.18	$ 841,489.18	$ 841,489.18	$ 371,926.21	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,000,712.38	$ 28,015,883.91
	Base	$ 787,907.04	$ 525,271.36	$ 525,271.36	$ 525,271.36	$ 525,271.36	$ 525,271.36	$ 470,661.23	$ 470,661.23	$ 470,661.23	$ 208,025.55	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,034,273.09	
	Incentive A	$ 2,005,786.63	$ 1,337,191.09	$ 1,337,191.09	$ 1,337,191.09	$ 1,337,191.09	$ 1,337,191.09	$ 1,198,169.26	$ 1,198,169.26	$ 1,198,169.26	$ 529,573.72	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,815,823.56	
	Incentive B	$ 1,185,237.55	$ 790,158.37	$ 790,158.37	$ 790,158.37	$ 790,158.37	$ 790,158.37	$ 708,009.11	$ 708,009.11	$ 708,009.11	$ 312,929.92	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,572,986.65	
	Incentive C	$ 820,549.08	$ 547,032.72	$ 547,032.72	$ 547,032.72	$ 547,032.72	$ 547,032.72	$ 490,160.15	$ 490,160.15	$ 490,160.15	$ 216,643.79	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,242,836.91	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 291,268.72	$ 291,268.72	$ 291,268.72	$ 291,268.72	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,165,074.87	
	Max Incentive Payment	$ 2,005,786.63	$ 1,337,191.09	$ 1,337,191.09	$ 1,337,191.09	$ 1,337,191.09	$ 1,337,191.09	$ 1,489,437.98	$ 1,489,437.98	$ 1,489,437.98	$ 820,842.44	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,980,898.43	
	State Total	**$ 4,202,382.59**	**$ 2,801,588.39**	**$ 2,801,588.39**	**$ 2,801,588.39**	**$ 2,801,588.39**	**$ 2,801,588.39**	**$ 2,801,588.39**	**$ 2,801,588.39**	**$ 2,801,588.39**	**$ 1,400,794.20**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 28,015,883.91**	
Oregon	Estate	$ 4,837,713.58	$ 2,418,856.79	$ 2,198,960.72	$ 2,198,960.72	$ 2,198,960.72	$ 2,198,960.72	$ 1,894,139.13	$ 1,894,139.13	$ 1,234,450.92	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,075,142.43	$ 65,599,112.44
	Base	$ 2,705,827.08	$ 1,352,913.54	$ 1,229,921.40	$ 1,229,921.40	$ 1,229,921.40	$ 1,229,921.40	$ 1,059,428.77	$ 1,059,428.77	$ 690,452.35	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,787,736.11	
	Incentive A	$ 6,888,264.07	$ 3,444,132.04	$ 3,131,029.12	$ 3,131,029.12	$ 3,131,029.12	$ 3,131,029.12	$ 2,697,003.51	$ 2,697,003.51	$ 1,757,694.77	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,008,214.40	
	Incentive B	$ 4,070,337.86	$ 2,035,168.93	$ 1,850,153.57	$ 1,850,153.57	$ 1,850,153.57	$ 1,850,153.57	$ 1,593,683.89	$ 1,593,683.89	$ 1,038,637.82	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,732,126.69	
	Incentive C	$ 2,817,926.21	$ 1,408,963.11	$ 1,280,875.55	$ 1,280,875.55	$ 1,280,875.55	$ 1,280,875.55	$ 1,103,319.62	$ 1,103,319.62	$ 719,056.95	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,276,087.71	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 909,339.83	$ 909,339.83	$ 909,339.83	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,728,019.49	
	Max Incentive Payment	$ 6,888,264.07	$ 3,444,132.04	$ 3,131,029.12	$ 3,131,029.12	$ 3,131,029.12	$ 3,131,029.12	$ 3,606,343.34	$ 3,606,343.34	$ 2,667,034.61	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 32,736,233.89	
	State Total	**$ 14,431,804.74**	**$ 7,215,902.37**	**$ 6,559,911.24**	**$ 6,559,911.24**	**$ 6,559,911.24**	**$ 6,559,911.24**	**$ 6,559,911.24**	**$ 6,559,911.24**	**$ 4,591,937.87**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 65,599,112.44**	
Pennsylvania	Estate	$ 13,921,805.50	$ 491,557.17	$ 890,927.71	$ 2,121,366.20	$ 451,702.55	$ 6,535,657.94	$ 7,609,796.60	$ 5,434,563.66	$ 5,540,407.62	$ 2,359,296.79	$ 2,596,333.26	$ 2,596,333.26	$ 2,596,333.26	$ 4,164,652.32	$ 4,164,652.32	$ 4,494,964.76	$ 65,970,350.94	$ 205,341,267.93
	Base	$ 7,114,966.63	$ 2,672,951.31	$ 3,258,496.02	$ 2,619,903.19	$ 1,889,567.64	$ 1,331,589.77	$ 701,887.69	$ 716,383.35	$ 781,006.07	$ 1,363,632.44	$ 1,546,432.86	$ 1,546,432.86	$ 1,546,432.86	$ 3,269,604.90	$ 3,269,604.90	$ 3,269,604.90	$ 36,898,497.39	
	Incentive A	$ 8,540,798.81	$ 8,067,569.36	$ 9,769,522.97	$ 7,888,573.07	$ 3,980,903.08	$ 2,271,696.91	$ 2,239,116.02	$ 2,276,017.86	$ 2,440,528.86	$ 4,058,807.93	$ 4,543,904.65	$ 4,543,904.65	$ 4,543,904.65	$ 9,589,267.49	$ 9,589,267.49	$ 9,589,267.49	$ 93,933,051.30	
	Incentive B	$ 5,046,835.66	$ 4,767,200.07	$ 5,772,899.94	$ 4,661,429.54	$ 2,352,351.82	$ 1,342,366.36	$ 1,323,114.01	$ 1,344,919.64	$ 1,442,130.69	$ 2,398,386.51	$ 2,685,034.57	$ 2,685,034.57	$ 2,685,034.57	$ 5,666,385.33	$ 5,666,385.33	$ 5,666,385.33	$ 55,505,893.95	
	Incentive C	$ 3,493,963.15	$ 3,300,369.28	$ 3,996,623.03	$ 3,227,143.53	$ 1,628,551.26	$ 929,330.56	$ 916,002.01	$ 931,098.21	$ 998,398.17	$ 1,660,421.43	$ 1,858,870.09	$ 1,858,870.09	$ 1,858,870.09	$ 3,922,882.15	$ 3,922,882.15	$ 3,922,882.15	$ 38,427,157.35	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 853,936.83	$ 853,936.83	$ 853,936.83	$ 853,936.83	$ 853,936.83	$ 853,936.83	$ 853,936.83	$ 853,936.83	$ 853,936.83	$ 853,936.83	$ 8,539,368.30	
	Max Incentive Payment	$ 8,540,798.81	$ 8,067,569.36	$ 9,769,522.97	$ 7,888,573.07	$ 3,980,903.08	$ 2,271,696.91	$ 3,093,052.85	$ 3,129,954.69	$ 3,294,465.69	$ 4,912,744.76	$ 5,397,841.48	$ 5,397,841.48	$ 5,397,841.48	$ 10,443,204.32	$ 10,443,204.32	$ 10,443,204.32	$ 102,472,419.60	
	State Total	**$ 29,577,570.94**	**$ 11,232,077.83**	**$ 13,918,946.71**	**$ 12,629,842.46**	**$ 6,322,173.27**	**$ 10,138,944.62**	**$ 11,404,737.14**	**$ 9,280,901.70**	**$ 9,615,879.38**	**$ 8,635,673.99**	**$ 9,540,607.60**	**$ 9,540,607.60**	**$ 9,540,607.60**	**$ 17,877,461.54**	**$ 17,877,461.54**	**$ 18,207,773.99**	**$ 205,341,267.93**	

Note: Subject to Article 9, all figures shown above are the maximum possible scheduled payment amounts as determined pursuant to the Governmental Entity & Direct Shareholder Settlement Agreement. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments.

Note: Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D with no deductions, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D with no deductions.

Note: For purposes of determining Annual Remediation Payments under Section 4.01(b) for Participating Subdivisions in Oklahoma, Oklahoma will be treated as a Settling State.

Estimated Distribution Chart

State	Payment Type	Payment Date 1	Payment Date 2	Payment Date 3	Payment Date 4	Payment Date 5	Payment Date 6	Payment Date 7	Payment Date 8	Payment Date 9	Payment Date 10	Payment Date 11	Payment Date 12	Payment Date 13	Payment Date 14	Payment Date 15	Payment Date 16	Totals	State Total Maximum Payment
Puerto Rico	Estate	$ 2,414,806.21	$ 78,465.83	$ 142,216.18	$ 338,627.47	$ 72,103.95	$ 1,043,267.94	$ 1,213,928.97	$ 866,702.91	$ 883,598.47	$ 375,807.07	$ 413,644.50	$ 413,644.50	$ 413,644.50	$ 663,990.68	$ 663,990.68	$ 716,717.49	$ 10,715,157.37	$ 33,352,316.14
	Base	$ 1,243,415.40	$ 426,675.39	$ 520,144.18	$ 418,207.47	$ 301,626.15	$ 212,557.77	$ 111,592.50	$ 113,906.40	$ 124,221.94	$ 217,224.88	$ 246,404.77	$ 246,404.77	$ 246,404.77	$ 521,469.68	$ 521,469.68	$ 521,469.68	$ 5,993,195.44	
	Incentive A	$ 1,637,450.28	$ 1,287,802.47	$ 1,559,480.34	$ 1,259,229.82	$ 635,459.90	$ 362,624.33	$ 356,283.62	$ 362,174.16	$ 388,434.57	$ 646,755.71	$ 724,190.28	$ 724,190.28	$ 724,190.28	$ 1,529,566.78	$ 1,529,566.78	$ 1,529,566.78	$ 15,256,966.39	
	Incentive B	$ 967,584.26	$ 760,974.19	$ 921,511.11	$ 744,090.35	$ 375,499.03	$ 214,278.01	$ 210,531.23	$ 214,012.00	$ 229,529.52	$ 382,173.83	$ 427,930.62	$ 427,930.62	$ 427,930.62	$ 903,834.91	$ 903,834.91	$ 903,834.91	$ 9,015,480.14	
	Incentive C	$ 669,866.02	$ 526,828.28	$ 637,969.23	$ 515,139.47	$ 259,960.87	$ 148,346.32	$ 145,752.39	$ 148,162.15	$ 158,905.05	$ 264,581.88	$ 296,259.66	$ 296,259.66	$ 296,259.66	$ 625,731.86	$ 625,731.86	$ 625,731.86	$ 6,241,486.25	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 138,699.69	$ 138,699.69	$ 138,699.69	$ 138,699.69	$ 138,699.69	$ 138,699.69	$ 138,699.69	$ 138,699.69	$ 138,699.69	$ 138,699.69	$ 1,386,996.94	
	Max Incentive Payment	$ 1,637,450.28	$ 1,287,802.47	$ 1,559,480.34	$ 1,259,229.82	$ 635,459.90	$ 362,624.33	$ 494,983.32	$ 500,873.85	$ 527,134.26	$ 785,455.41	$ 862,889.98	$ 862,889.98	$ 862,889.98	$ 1,668,266.47	$ 1,668,266.47	$ 1,668,266.47	$ 16,643,963.33	
	State Total	**$ 5,295,671.89**	**$ 1,792,943.69**	**$ 2,221,840.70**	**$ 2,016,064.77**	**$ 1,009,190.01**	**$ 1,618,450.04**	**$ 1,820,504.79**	**$ 1,481,483.16**	**$ 1,534,954.67**	**$ 1,378,487.35**	**$ 1,522,939.25**	**$ 1,522,939.25**	**$ 1,522,939.25**	**$ 2,853,726.83**	**$ 2,853,726.83**	**$ 2,906,453.64**	**$ 33,352,316.14**	
Rhode Island	Estate	$ 8,780,571.49	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,780,571.49	$ 27,330,666.85
	Base	$ 4,911,144.02	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,911,144.02	
	Incentive A	$ 12,502,372.06	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,502,372.06	
	Incentive B	$ 7,387,765.31	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,387,765.31	
	Incentive C	$ 5,114,606.75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,114,606.75	
	Incentive D	$ 1,136,579.28	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,136,579.28	
	Max Incentive Payment	$ 13,638,951.34	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,638,951.34	
	State Total	**$ 27,330,666.85**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 27,330,666.85**	
South Carolina	Estate	$ 5,271,712.91	$ 171,297.11	$ 310,469.17	$ 739,250.55	$ 157,408.64	$ 2,277,536.41	$ 2,650,102.95	$ 1,892,080.99	$ 1,928,965.34	$ 820,416.54	$ 903,018.66	$ 903,018.66	$ 903,018.66	$ 1,449,544.17	$ 1,449,544.17	$ 1,564,650.96	$ 23,392,035.89	$ 72,810,743.64
	Base	$ 2,714,474.14	$ 931,466.12	$ 1,135,515.87	$ 912,979.99	$ 658,473.74	$ 464,030.43	$ 243,615.25	$ 248,666.68	$ 271,186.31	$ 474,219.08	$ 537,921.10	$ 537,921.10	$ 537,921.10	$ 1,138,409.55	$ 1,138,409.55	$ 1,138,409.55	$ 13,083,619.58	
	Incentive A	$ 3,574,683.46	$ 2,811,374.63	$ 3,404,468.91	$ 2,748,998.27	$ 1,387,259.22	$ 791,637.58	$ 777,795.33	$ 790,654.82	$ 847,983.37	$ 1,411,918.87	$ 1,580,964.66	$ 1,580,964.66	$ 1,580,964.66	$ 3,339,165.24	$ 3,339,165.24	$ 3,339,165.24	$ 33,307,164.15	
	Incentive B	$ 2,112,312.95	$ 1,661,266.83	$ 2,011,731.63	$ 1,624,408.07	$ 819,744.08	$ 467,785.84	$ 459,606.33	$ 467,205.12	$ 501,081.08	$ 834,315.70	$ 934,206.39	$ 934,206.39	$ 934,206.39	$ 1,973,143.09	$ 1,973,143.09	$ 1,973,143.09	$ 19,681,506.09	
	Incentive C	$ 1,462,370.51	$ 1,150,107.81	$ 1,392,737.28	$ 1,124,590.20	$ 567,515.13	$ 323,851.74	$ 318,189.00	$ 323,449.70	$ 346,902.29	$ 577,603.17	$ 646,758.27	$ 646,758.27	$ 646,758.27	$ 1,366,022.14	$ 1,366,022.14	$ 1,366,022.14	$ 13,625,658.06	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 302,792.40	$ 302,792.40	$ 302,792.40	$ 302,792.40	$ 302,792.40	$ 302,792.40	$ 302,792.40	$ 302,792.40	$ 302,792.40	$ 302,792.40	$ 3,027,924.01	
	Max Incentive Payment	$ 3,574,683.46	$ 2,811,374.63	$ 3,404,468.91	$ 2,748,998.27	$ 1,387,259.22	$ 791,637.58	$ 1,080,587.73	$ 1,093,447.22	$ 1,150,775.78	$ 1,714,711.27	$ 1,883,757.06	$ 1,883,757.06	$ 1,883,757.06	$ 3,641,957.64	$ 3,641,957.64	$ 3,641,957.64	$ 36,335,088.16	
	State Total	**$ 11,560,870.52**	**$ 3,914,137.87**	**$ 4,850,453.96**	**$ 4,401,228.82**	**$ 2,203,141.59**	**$ 3,533,204.42**	**$ 3,974,305.93**	**$ 3,234,194.90**	**$ 3,350,927.42**	**$ 3,009,346.90**	**$ 3,324,696.82**	**$ 3,324,696.82**	**$ 3,324,696.82**	**$ 6,229,911.35**	**$ 6,229,911.35**	**$ 6,345,018.14**	**$ 72,810,743.64**	
South Dakota	Estate	$ 735,760.74	$ 23,907.54	$ 43,331.46	$ 103,175.48	$ 21,969.16	$ 317,870.47	$ 369,868.72	$ 264,073.35	$ 269,221.22	$ 114,503.63	$ 126,032.22	$ 126,032.22	$ 126,032.22	$ 202,309.52	$ 202,309.52	$ 218,374.70	$ 3,264,772.16	$ 10,162,026.50
	Base	$ 378,852.86	$ 130,002.56	$ 158,481.32	$ 127,422.50	$ 91,901.65	$ 64,763.65	$ 34,000.82	$ 34,705.83	$ 37,848.84	$ 66,185.66	$ 75,076.40	$ 75,076.40	$ 75,076.40	$ 158,885.18	$ 158,885.18	$ 158,885.18	$ 1,826,050.42	
	Incentive A	$ 498,910.27	$ 392,377.03	$ 475,153.82	$ 383,671.31	$ 193,616.55	$ 110,487.02	$ 108,555.09	$ 110,349.86	$ 118,351.07	$ 197,058.24	$ 220,651.57	$ 220,651.57	$ 220,651.57	$ 466,039.54	$ 466,039.54	$ 466,039.54	$ 4,648,603.60	
	Incentive B	$ 294,810.62	$ 231,859.16	$ 280,772.71	$ 226,714.86	$ 114,409.78	$ 65,287.78	$ 64,146.19	$ 65,206.73	$ 69,934.72	$ 116,443.51	$ 130,385.02	$ 130,385.02	$ 130,385.02	$ 275,387.00	$ 275,387.00	$ 275,387.00	$ 2,746,902.13	
	Incentive C	$ 204,099.66	$ 160,517.88	$ 194,381.11	$ 156,956.44	$ 79,206.77	$ 45,199.24	$ 44,408.90	$ 45,143.12	$ 48,416.35	$ 80,614.73	$ 90,266.55	$ 90,266.55	$ 90,266.55	$ 190,652.54	$ 190,652.54	$ 190,652.54	$ 1,901,701.47	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 42,260.03	$ 42,260.03	$ 42,260.03	$ 42,260.03	$ 42,260.03	$ 42,260.03	$ 42,260.03	$ 42,260.03	$ 42,260.03	$ 42,260.03	$ 422,600.33	
	Max Incentive Payment	$ 498,910.27	$ 392,377.03	$ 475,153.82	$ 383,671.31	$ 193,616.55	$ 110,487.02	$ 150,815.12	$ 152,609.89	$ 160,611.10	$ 239,318.27	$ 262,911.60	$ 262,911.60	$ 262,911.60	$ 508,299.57	$ 508,299.57	$ 508,299.57	$ 5,071,203.93	
	State Total	**$ 1,613,523.87**	**$ 546,287.14**	**$ 676,966.60**	**$ 614,269.29**	**$ 307,487.36**	**$ 493,121.14**	**$ 554,684.65**	**$ 451,389.08**	**$ 467,681.16**	**$ 420,007.56**	**$ 464,020.22**	**$ 464,020.22**	**$ 464,020.22**	**$ 869,494.27**	**$ 869,494.27**	**$ 885,559.46**	**$ 10,162,026.50**	
Tennessee	Estate	$ 8,863,036.13	$ 287,992.26	$ 521,974.46	$ 1,242,860.62	$ 264,642.34	$ 3,829,094.61	$ 4,455,469.89	$ 3,181,049.97	$ 3,243,061.55	$ 1,379,320.46	$ 1,518,194.78	$ 1,518,194.78	$ 1,518,194.78	$ 2,437,037.55	$ 2,437,037.55	$ 2,630,560.16	$ 39,327,721.88	$ 122,412,631.73
	Base	$ 4,563,693.59	$ 1,566,021.90	$ 1,909,079.34	$ 1,534,942.20	$ 1,107,055.07	$ 780,148.42	$ 409,576.70	$ 418,069.38	$ 455,930.38	$ 797,278.03	$ 904,376.67	$ 904,376.67	$ 904,376.67	$ 1,913,944.32	$ 1,913,944.32	$ 1,913,944.32	$ 21,996,757.97	
	Incentive A	$ 6,009,915.40	$ 4,726,606.96	$ 5,723,743.21	$ 4,621,737.07	$ 2,332,321.35	$ 1,330,936.00	$ 1,307,663.79	$ 1,329,283.74	$ 1,425,667.03	$ 2,373,780.24	$ 2,657,987.47	$ 2,657,987.47	$ 2,657,987.47	$ 5,613,951.78	$ 5,613,951.78	$ 5,613,951.78	$ 55,997,472.56	
	Incentive B	$ 3,551,313.65	$ 2,792,995.02	$ 3,382,211.90	$ 2,731,026.45	$ 1,378,189.89	$ 786,462.18	$ 772,710.42	$ 785,485.85	$ 842,439.61	$ 1,402,688.33	$ 1,570,628.96	$ 1,570,628.96	$ 1,570,628.96	$ 3,317,335.15	$ 3,317,335.15	$ 3,317,335.15	$ 33,089,415.60	
	Incentive C	$ 2,458,601.76	$ 1,933,611.94	$ 2,341,531.31	$ 1,890,710.62	$ 954,131.46	$ 544,473.82	$ 534,953.37	$ 543,797.89	$ 583,227.42	$ 971,091.92	$ 1,087,358.51	$ 1,087,358.51	$ 1,087,358.51	$ 2,296,616.64	$ 2,296,616.64	$ 2,296,616.64	$ 22,908,056.96	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 509,067.93	$ 509,067.93	$ 509,067.93	$ 509,067.93	$ 509,067.93	$ 509,067.93	$ 509,067.93	$ 509,067.93	$ 509,067.93	$ 509,067.93	$ 5,090,679.32	
	Max Incentive Payment	$ 6,009,915.40	$ 4,726,606.96	$ 5,723,743.21	$ 4,621,737.07	$ 2,332,321.35	$ 1,330,936.00	$ 1,816,731.72	$ 1,838,351.67	$ 1,934,734.96	$ 2,882,848.18	$ 3,167,055.41	$ 3,167,055.41	$ 3,167,055.41	$ 6,123,019.72	$ 6,123,019.72	$ 6,123,019.72	$ 61,088,151.89	
	State Total	**$ 19,436,645.12**	**$ 6,580,621.12**	**$ 8,154,797.01**	**$ 7,399,539.90**	**$ 3,704,018.75**	**$ 5,940,179.02**	**$ 6,681,778.32**	**$ 5,437,471.02**	**$ 5,633,726.89**	**$ 5,059,446.66**	**$ 5,589,626.86**	**$ 5,589,626.86**	**$ 5,589,626.86**	**$ 10,474,001.58**	**$ 10,474,001.58**	**$ 10,667,524.20**	**$ 122,412,631.73**	
Texas	Estate	$ 20,749,232.83	$ 674,217.99	$ 1,221,993.16	$ 2,909,658.04	$ 619,553.54	$ 8,964,284.29	$ 10,430,689.98	$ 7,447,148.52	$ 7,592,323.70	$ 3,229,123.84	$ 3,554,242.19	$ 3,554,242.19	$ 3,554,242.19	$ 5,705,342.82	$ 5,705,342.82	$ 6,158,398.14	$ 92,070,036.24	$ 286,579,921.29
	Base	$ 10,684,052.21	$ 3,666,210.15	$ 4,469,341.11	$ 3,593,449.54	$ 2,591,723.99	$ 1,826,403.60	$ 958,859.04	$ 978,741.24	$ 1,067,377.52	$ 1,866,505.70	$ 2,117,234.08	$ 2,117,234.08	$ 2,117,234.08	$ 4,480,730.49	$ 4,480,730.49	$ 4,480,730.49	$ 51,496,557.83	
	Incentive A	$ 14,069,798.67	$ 11,065,448.33	$ 13,399,841.63	$ 10,819,937.68	$ 5,460,191.96	$ 3,115,851.10	$ 3,061,368.59	$ 3,111,983.00	$ 3,337,625.69	$ 5,557,251.29	$ 6,222,608.16	$ 6,222,608.16	$ 6,222,608.16	$ 13,142,809.18	$ 13,142,809.18	$ 13,142,809.18	$ 131,095,549.96	
	Incentive B	$ 8,313,971.94	$ 6,538,674.01	$ 7,918,088.23	$ 6,393,599.54	$ 3,226,477.07	$ 1,841,184.74	$ 1,808,990.53	$ 1,838,899.05	$ 1,972,233.36	$ 3,283,830.31	$ 3,676,995.73	$ 3,676,995.73	$ 3,676,995.73	$ 7,766,205.43	$ 7,766,205.43	$ 7,766,205.43	$ 77,465,552.25	
	Incentive C	$ 5,755,826.73	$ 4,526,774.32	$ 5,481,753.39	$ 4,426,338.14	$ 2,233,714.89	$ 1,274,666.36	$ 1,252,378.06	$ 1,273,083.96	$ 1,365,392.33	$ 2,273,420.98	$ 2,545,612.43	$ 2,545,612.43	$ 2,545,612.43	$ 5,376,603.76	$ 5,376,603.76	$ 5,376,603.76	$ 53,629,997.71	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,191,777.73	$ 1,191,777.73	$ 1,191,777.73	$ 1,191,777.73	$ 1,191,777.73	$ 1,191,777.73	$ 1,191,777.73	$ 1,191,777.73	$ 1,191,777.73	$ 1,191,777.73	$ 11,917,777.27	
	Max Incentive Payment	$ 14,069,798.67	$ 11,065,448.33	$ 13,399,841.63	$ 10,819,937.68	$ 5,460,191.96	$ 3,115,851.10	$ 4,253,146.31	$ 4,303,760.73	$ 4,529,403.42	$ 6,749,029.01	$ 7,414,385.88	$ 7,414,385.88	$ 7,414,385.88	$ 14,334,586.91	$ 14,334,586.91	$ 14,334,586.91	$ 143,013,327.23	
	State Total	**$ 45,503,083.70**	**$ 15,405,876.47**	**$ 19,091,175.90**	**$ 17,323,045.27**	**$ 8,671,469.50**	**$ 13,906,538.99**	**$ 15,642,695.34**	**$ 12,729,650.49**	**$ 13,189,104.64**	**$ 11,844,658.55**	**$ 13,085,862.15**	**$ 13,085,862.15**	**$ 13,085,862.15**	**$ 24,520,660.22**	**$ 24,520,660.22**	**$ 24,973,715.55**	**$ 286,579,921.29**	

Note: Subject to Article 9, all figures shown above are the maximum possible scheduled payment amounts as determined pursuant to the Governmental Entity & Direct Shareholder Settlement Agreement. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments.

Note: Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D with no deductions, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D with no deductions.

Estimated Distribution Chart

State	Payment Type	Payment Date 1	Payment Date 2	Payment Date 3	Payment Date 4	Payment Date 5	Payment Date 6	Payment Date 7	Payment Date 8	Payment Date 9	Payment Date 10	Payment Date 11	Payment Date 12	Payment Date 13	Payment Date 14	Payment Date 15	Payment Date 16	Totals	State Total Maximum Payment
Utah	Estate	$ 2,772,547.85	$ 1,848,365.23	$ 1,848,365.23	$ 1,848,365.23	$ 1,848,365.23	$ 1,848,365.23	$ 1,656,198.90	$ 1,656,198.90	$ 1,656,198.90	$ 732,016.28	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,714,986.98	$ 55,140,193.07
	Base	$ 1,550,739.81	$ 1,033,826.54	$ 1,033,826.54	$ 1,033,826.54	$ 1,033,826.54	$ 1,033,826.54	$ 926,344.18	$ 926,344.18	$ 926,344.18	$ 409,430.91	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,908,335.97	
	Incentive A	$ 3,947,741.30	$ 2,631,827.54	$ 2,631,827.54	$ 2,631,827.54	$ 2,631,827.54	$ 2,631,827.54	$ 2,358,208.10	$ 2,358,208.10	$ 2,358,208.10	$ 1,042,294.33	$ -	$ -	$ -	$ -	$ -	$ -	$ 25,223,797.62	
	Incentive B	$ 2,332,756.22	$ 1,555,170.82	$ 1,555,170.82	$ 1,555,170.82	$ 1,555,170.82	$ 1,555,170.82	$ 1,393,486.61	$ 1,393,486.61	$ 1,393,486.61	$ 615,901.20	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,904,971.32	
	Incentive C	$ 1,614,985.08	$ 1,076,656.72	$ 1,076,656.72	$ 1,076,656.72	$ 1,076,656.72	$ 1,076,656.72	$ 964,721.50	$ 964,721.50	$ 964,721.50	$ 426,393.14	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,318,826.30	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 573,268.13	$ 573,268.13	$ 573,268.13	$ 573,268.13	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,293,072.51	
	Max Incentive Payment	$ 3,947,741.30	$ 2,631,827.54	$ 2,631,827.54	$ 2,631,827.54	$ 2,631,827.54	$ 2,631,827.54	$ 2,931,476.23	$ 2,931,476.23	$ 2,931,476.23	$ 1,615,562.46	$ -	$ -	$ -	$ -	$ -	$ -	$ 27,516,870.13	
	State Total	**$ 8,271,028.96**	**$ 5,514,019.31**	**$ 5,514,019.31**	**$ 5,514,019.31**	**$ 5,514,019.31**	**$ 5,514,019.31**	**$ 5,514,019.31**	**$ 5,514,019.31**	**$ 5,514,019.31**	**$ 2,757,009.65**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 55,140,193.07**	
Vermont	Estate	$ 7,018,359.82	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,018,359.82	$ 21,845,554.62
	Base	$ 3,925,504.84	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,925,504.84	
	Incentive A	$ 9,993,215.80	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,993,215.80	
	Incentive B	$ 5,905,082.06	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,905,082.06	
	Incentive C	$ 4,088,133.74	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,088,133.74	
	Incentive D	$ 908,474.16	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 908,474.16	
	Max Incentive Payment	$ 10,901,689.96	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,901,689.96	
	State Total	**$ 21,845,554.62**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 21,845,554.62**	
Virgin Islands	Estate	$ 114,898.73	$ 3,733.48	$ 6,766.78	$ 16,112.21	$ 3,430.77	$ 49,639.66	$ 57,759.87	$ 41,238.53	$ 42,042.44	$ 17,881.25	$ 19,681.59	$ 19,681.59	$ 19,681.59	$ 31,593.30	$ 31,593.30	$ 34,102.09	$ 509,837.19	$ 1,586,934.33
	Base	$ 59,162.87	$ 20,301.61	$ 24,748.95	$ 19,898.70	$ 14,351.65	$ 10,113.70	$ 5,309.68	$ 5,419.77	$ 5,910.60	$ 10,335.76	$ 11,724.17	$ 11,724.17	$ 11,724.17	$ 24,812.01	$ 24,812.01	$ 24,812.01	$ 285,161.83	
	Incentive A	$ 77,911.41	$ 61,274.84	$ 74,201.53	$ 59,915.33	$ 30,235.78	$ 17,254.00	$ 16,952.31	$ 17,232.58	$ 18,482.08	$ 30,773.24	$ 34,457.65	$ 34,457.65	$ 34,457.65	$ 72,778.21	$ 72,778.21	$ 72,778.21	$ 725,940.70	
	Incentive B	$ 46,038.56	$ 36,207.86	$ 43,846.36	$ 35,404.51	$ 17,866.59	$ 10,195.55	$ 10,017.27	$ 10,182.89	$ 10,921.23	$ 18,184.19	$ 20,361.34	$ 20,361.34	$ 20,361.34	$ 43,005.31	$ 43,005.31	$ 43,005.31	$ 428,964.96	
	Incentive C	$ 31,872.85	$ 25,066.98	$ 30,355.17	$ 24,510.82	$ 12,369.18	$ 7,058.46	$ 6,935.03	$ 7,049.69	$ 7,560.85	$ 12,589.05	$ 14,096.31	$ 14,096.31	$ 14,096.31	$ 29,772.91	$ 29,772.91	$ 29,772.91	$ 296,975.74	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,599.46	$ 6,599.46	$ 6,599.46	$ 6,599.46	$ 6,599.46	$ 6,599.46	$ 6,599.46	$ 6,599.46	$ 6,599.46	$ 6,599.46	$ 65,994.61	
	Max Incentive Payment	$ 77,911.41	$ 61,274.84	$ 74,201.53	$ 59,915.33	$ 30,235.78	$ 17,254.00	$ 23,551.77	$ 23,832.05	$ 25,081.54	$ 37,372.70	$ 41,057.11	$ 41,057.11	$ 41,057.11	$ 79,377.68	$ 79,377.68	$ 79,377.68	$ 791,935.31	
	State Total	**$ 251,973.01**	**$ 85,309.93**	**$ 105,717.25**	**$ 95,926.24**	**$ 48,018.20**	**$ 77,007.36**	**$ 86,621.32**	**$ 70,490.35**	**$ 73,034.58**	**$ 65,589.71**	**$ 72,462.87**	**$ 72,462.87**	**$ 72,462.87**	**$ 135,782.99**	**$ 135,782.99**	**$ 138,291.78**	**$ 1,586,934.33**	
Virginia	Estate	$ 7,517,720.78	$ 244,278.07	$ 442,744.24	$ 1,054,207.49	$ 224,472.42	$ 3,247,878.46	$ 3,779,176.58	$ 2,698,200.15	$ 2,750,799.03	$ 1,169,954.17	$ 1,287,748.83	$ 1,287,748.83	$ 1,287,748.83	$ 2,067,120.97	$ 2,067,120.97	$ 2,231,268.89	$ 33,358,188.72	$ 103,831,686.06
	Base	$ 3,870,973.06	$ 1,328,316.30	$ 1,619,301.24	$ 1,301,954.17	$ 939,015.79	$ 661,730.12	$ 347,407.28	$ 354,610.86	$ 386,724.96	$ 676,259.64	$ 767,101.84	$ 767,101.84	$ 767,101.84	$ 1,623,427.77	$ 1,623,427.77	$ 1,623,427.77	$ 18,657,882.25	
	Incentive A	$ 5,097,673.67	$ 4,009,157.91	$ 4,854,939.39	$ 3,920,206.16	$ 1,978,299.58	$ 1,128,913.96	$ 1,109,174.22	$ 1,127,512.50	$ 1,209,265.82	$ 2,013,465.45	$ 2,254,533.02	$ 2,254,533.02	$ 2,254,533.02	$ 4,761,813.15	$ 4,761,813.15	$ 4,761,813.15	$ 47,497,647.17	
	Incentive B	$ 3,012,261.71	$ 2,369,047.85	$ 2,868,827.82	$ 2,316,485.46	$ 1,168,995.21	$ 667,085.52	$ 655,421.13	$ 666,257.38	$ 714,566.17	$ 1,189,775.04	$ 1,332,224.06	$ 1,332,224.06	$ 1,332,224.06	$ 2,813,798.68	$ 2,813,798.68	$ 2,813,798.68	$ 28,066,791.51	
	Incentive C	$ 2,085,411.95	$ 1,640,110.05	$ 1,986,111.57	$ 1,603,720.70	$ 809,304.37	$ 461,828.44	$ 453,753.09	$ 461,255.11	$ 494,699.65	$ 823,690.41	$ 922,308.96	$ 922,308.96	$ 922,308.96	$ 1,948,014.47	$ 1,948,014.47	$ 1,948,014.47	$ 19,430,855.66	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 431,796.79	$ 431,796.79	$ 431,796.79	$ 431,796.79	$ 431,796.79	$ 431,796.79	$ 431,796.79	$ 431,796.79	$ 431,796.79	$ 431,796.79	$ 4,317,967.92	
	Max Incentive Payment	$ 5,097,673.67	$ 4,009,157.91	$ 4,854,939.39	$ 3,920,206.16	$ 1,978,299.58	$ 1,128,913.96	$ 1,540,971.02	$ 1,559,309.29	$ 1,641,062.61	$ 2,445,262.25	$ 2,686,329.82	$ 2,686,329.82	$ 2,686,329.82	$ 5,193,609.94	$ 5,193,609.94	$ 5,193,609.94	$ 51,815,615.09	
	State Total	**$ 16,486,367.51**	**$ 5,581,752.28**	**$ 6,916,984.88**	**$ 6,276,367.83**	**$ 3,141,787.79**	**$ 5,038,522.53**	**$ 5,667,554.88**	**$ 4,612,120.30**	**$ 4,778,586.60**	**$ 4,291,476.05**	**$ 4,741,180.49**	**$ 4,741,180.49**	**$ 4,741,180.49**	**$ 8,884,158.68**	**$ 8,884,158.68**	**$ 9,048,306.60**	**$ 103,831,686.06**	
Washington	Estate	$ 7,645,611.01	$ 248,433.69	$ 450,276.14	$ 1,072,141.50	$ 228,291.11	$ 3,303,130.83	$ 3,843,467.31	$ 2,744,101.49	$ 2,797,595.17	$ 1,189,857.23	$ 1,309,655.80	$ 1,309,655.80	$ 1,309,655.80	$ 2,102,286.49	$ 2,102,286.49	$ 2,269,226.87	$ 33,925,672.74	$ 105,598,053.62
	Base	$ 3,936,825.42	$ 1,350,913.40	$ 1,646,848.53	$ 1,324,102.80	$ 954,990.18	$ 672,987.36	$ 353,317.32	$ 360,643.45	$ 393,303.86	$ 687,764.06	$ 780,151.65	$ 780,151.65	$ 780,151.65	$ 1,651,045.25	$ 1,651,045.25	$ 1,651,045.25	$ 18,975,287.07	
	Incentive A	$ 5,184,394.45	$ 4,077,361.04	$ 4,937,530.82	$ 3,986,896.06	$ 2,011,954.09	$ 1,148,118.86	$ 1,128,043.31	$ 1,146,693.55	$ 1,229,837.65	$ 2,047,718.20	$ 2,292,886.77	$ 2,292,886.77	$ 2,292,886.77	$ 4,842,820.33	$ 4,842,820.33	$ 4,842,820.33	$ 48,305,669.33	
	Incentive B	$ 3,063,505.81	$ 2,409,349.71	$ 2,917,631.85	$ 2,355,893.13	$ 1,188,881.96	$ 678,433.87	$ 666,571.05	$ 677,591.64	$ 726,722.25	$ 1,210,015.30	$ 1,354,887.64	$ 1,354,887.64	$ 1,354,887.64	$ 2,861,666.56	$ 2,861,666.56	$ 2,861,666.56	$ 28,544,259.15	
	Incentive C	$ 2,120,888.64	$ 1,668,011.33	$ 2,019,898.97	$ 1,631,002.93	$ 823,072.13	$ 469,684.99	$ 461,472.26	$ 469,101.91	$ 503,115.40	$ 837,702.90	$ 937,999.13	$ 937,999.13	$ 937,999.13	$ 1,981,153.77	$ 1,981,153.77	$ 1,981,153.77	$ 19,761,410.18	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 439,142.45	$ 439,142.45	$ 439,142.45	$ 439,142.45	$ 439,142.45	$ 439,142.45	$ 439,142.45	$ 439,142.45	$ 439,142.45	$ 439,142.45	$ 4,391,424.48	
	Max Incentive Payment	$ 5,184,394.45	$ 4,077,361.04	$ 4,937,530.82	$ 3,986,896.06	$ 2,011,954.09	$ 1,148,118.86	$ 1,567,185.76	$ 1,585,836.00	$ 1,668,980.10	$ 2,486,860.64	$ 2,732,029.22	$ 2,732,029.22	$ 2,732,029.22	$ 5,281,962.78	$ 5,281,962.78	$ 5,281,962.78	$ 52,697,093.81	
	State Total	**$ 16,766,830.88**	**$ 5,676,708.13**	**$ 7,034,655.49**	**$ 6,383,140.36**	**$ 3,195,235.37**	**$ 5,124,237.05**	**$ 5,763,970.39**	**$ 4,690,580.94**	**$ 4,859,879.13**	**$ 4,364,481.93**	**$ 4,821,836.67**	**$ 4,821,836.67**	**$ 4,821,836.67**	**$ 9,035,294.52**	**$ 9,035,294.52**	**$ 9,202,234.90**	**$ 105,598,053.62**	
West Virginia	Estate	$ 2,680,790.83	$ 1,787,193.89	$ 1,787,193.89	$ 1,787,193.89	$ 1,787,193.89	$ 1,787,193.89	$ 1,601,387.27	$ 1,601,387.27	$ 1,601,387.27	$ 707,790.32	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,128,712.41	$ 53,315,337.48
	Base	$ 1,499,418.33	$ 999,612.22	$ 999,612.22	$ 999,612.22	$ 999,612.22	$ 999,612.22	$ 895,686.97	$ 895,686.97	$ 895,686.97	$ 395,880.86	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,580,421.22	
	Incentive A	$ 3,817,091.46	$ 2,544,727.64	$ 2,544,727.64	$ 2,544,727.64	$ 2,544,727.64	$ 2,544,727.64	$ 2,280,163.59	$ 2,280,163.59	$ 2,280,163.59	$ 1,007,799.77	$ -	$ -	$ -	$ -	$ -	$ -	$ 24,389,020.19	
	Incentive B	$ 2,255,554.04	$ 1,503,702.69	$ 1,503,702.69	$ 1,503,702.69	$ 1,503,702.69	$ 1,503,702.69	$ 1,347,369.40	$ 1,347,369.40	$ 1,347,369.40	$ 595,518.05	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,411,693.75	
	Incentive C	$ 1,561,537.41	$ 1,041,024.94	$ 1,041,024.94	$ 1,041,024.94	$ 1,041,024.94	$ 1,041,024.94	$ 932,794.20	$ 932,794.20	$ 932,794.20	$ 412,281.73	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,977,326.44	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 554,295.91	$ 554,295.91	$ 554,295.91	$ 554,295.91	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,217,183.65	
	Max Incentive Payment	$ 3,817,091.46	$ 2,544,727.64	$ 2,544,727.64	$ 2,544,727.64	$ 2,544,727.64	$ 2,544,727.64	$ 2,834,459.51	$ 2,834,459.51	$ 2,834,459.51	$ 1,562,095.69	$ -	$ -	$ -	$ -	$ -	$ -	$ 26,606,203.85	
	State Total	**$ 7,997,300.62**	**$ 5,331,533.75**	**$ 5,331,533.75**	**$ 5,331,533.75**	**$ 5,331,533.75**	**$ 5,331,533.75**	**$ 5,331,533.75**	**$ 5,331,533.75**	**$ 5,331,533.75**	**$ 2,665,766.87**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 53,315,337.48**	

Note: Subject to Article 9, all figures shown above are the maximum possible scheduled payment amounts as determined pursuant to the Governmental Entity & Direct Shareholder Settlement Agreement. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments.

Note: Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D with no deductions, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D with no deductions.

Estimated Distribution Chart

State	Payment Type	Payment Date 1	Payment Date 2	Payment Date 3	Payment Date 4	Payment Date 5	Payment Date 6	Payment Date 7	Payment Date 8	Payment Date 9	Payment Date 10	Payment Date 11	Payment Date 12	Payment Date 13	Payment Date 14	Payment Date 15	Payment Date 16	Totals	State Total Maximum Payment
Wisconsin	Estate	$ 5,797,110.08	$ 188,369.18	$ 341,411.60	$ 812,926.83	$ 173,096.52	$ 2,504,523.58	$ 2,914,221.39	$ 2,080,652.34	$ 2,121,212.70	$ 902,182.10	$ 993,016.63	$ 993,016.63	$ 993,016.63	$ 1,594,010.76	$ 1,594,010.76	$ 1,720,589.49	$ 25,723,367.20	$ 80,067,314.49
	Base	$ 2,985,008.04	$ 1,024,299.26	$ 1,248,685.32	$ 1,003,970.74	$ 724,099.51	$ 510,277.31	$ 267,894.79	$ 273,449.66	$ 298,213.68	$ 521,481.40	$ 591,532.18	$ 591,532.18	$ 591,532.18	$ 1,251,867.39	$ 1,251,867.39	$ 1,251,867.39	$ 14,387,578.42	
	Incentive A	$ 3,930,948.79	$ 3,091,565.97	$ 3,743,770.08	$ 3,022,972.96	$ 1,525,518.28	$ 870,534.92	$ 855,313.10	$ 869,454.22	$ 932,496.33	$ 1,552,635.59	$ 1,738,529.07	$ 1,738,529.07	$ 1,738,529.07	$ 3,671,958.01	$ 3,671,958.01	$ 3,671,958.01	$ 36,626,671.47	
	Incentive B	$ 2,322,833.38	$ 1,826,834.43	$ 2,212,227.77	$ 1,786,302.20	$ 901,442.62	$ 514,407.00	$ 505,412.29	$ 513,768.40	$ 551,020.56	$ 917,466.49	$ 1,027,312.63	$ 1,027,312.63	$ 1,027,312.63	$ 2,169,793.37	$ 2,169,793.37	$ 2,169,793.37	$ 21,643,033.14	
	Incentive C	$ 1,608,115.41	$ 1,264,731.53	$ 1,531,542.30	$ 1,236,670.76	$ 624,075.66	$ 356,127.92	$ 349,900.81	$ 355,685.82	$ 381,475.77	$ 635,169.11	$ 711,216.44	$ 711,216.44	$ 711,216.44	$ 1,502,164.64	$ 1,502,164.64	$ 1,502,164.64	$ 14,983,638.33	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 332,969.74	$ 332,969.74	$ 332,969.74	$ 332,969.74	$ 332,969.74	$ 332,969.74	$ 332,969.74	$ 332,969.74	$ 332,969.74	$ 332,969.74	$ 3,329,697.41	
	Max Incentive Payment	$ 3,930,948.79	$ 3,091,565.97	$ 3,743,770.08	$ 3,022,972.96	$ 1,525,518.28	$ 870,534.92	$ 1,188,282.84	$ 1,202,423.96	$ 1,265,466.07	$ 1,885,605.34	$ 2,071,498.81	$ 2,071,498.81	$ 2,071,498.81	$ 4,004,927.75	$ 4,004,927.75	$ 4,004,927.75	$ 39,956,368.88	
	State Total	**$ 12,713,066.91**	**$ 4,304,234.40**	**$ 5,333,867.00**	**$ 4,839,870.52**	**$ 2,422,714.31**	**$ 3,885,335.81**	**$ 4,370,399.02**	**$ 3,556,525.96**	**$ 3,684,892.45**	**$ 3,309,268.83**	**$ 3,656,047.62**	**$ 3,656,047.62**	**$ 3,656,047.62**	**$ 6,850,805.89**	**$ 6,850,805.89**	**$ 6,977,384.63**	**$ 80,067,314.49**	
Wyoming	Estate	$ 674,681.69	$ 21,922.86	$ 39,734.31	$ 94,610.39	$ 20,145.39	$ 291,482.51	$ 339,164.13	$ 242,151.35	$ 246,871.86	$ 104,998.13	$ 115,569.68	$ 115,569.68	$ 115,569.68	$ 185,514.83	$ 185,514.83	$ 200,246.37	$ 2,993,747.67	$ 9,318,427.65
	Base	$ 347,402.45	$ 119,210.42	$ 145,325.02	$ 116,844.54	$ 84,272.45	$ 59,387.31	$ 31,178.24	$ 31,824.73	$ 34,706.83	$ 60,691.27	$ 68,843.95	$ 68,843.95	$ 68,843.95	$ 145,695.35	$ 145,695.35	$ 145,695.35	$ 1,674,461.16	
	Incentive A	$ 457,493.32	$ 359,803.92	$ 435,709.01	$ 351,820.90	$ 177,543.51	$ 101,314.96	$ 99,543.41	$ 101,189.18	$ 108,526.18	$ 180,699.48	$ 202,334.22	$ 202,334.22	$ 202,334.22	$ 427,351.35	$ 427,351.35	$ 427,351.35	$ 4,262,700.58	
	Incentive B	$ 270,336.96	$ 212,611.41	$ 257,464.42	$ 207,894.17	$ 104,912.07	$ 59,867.93	$ 58,821.10	$ 59,793.61	$ 64,129.11	$ 106,776.97	$ 119,561.13	$ 119,561.13	$ 119,561.13	$ 252,525.80	$ 252,525.80	$ 252,525.80	$ 2,518,868.53	
	Incentive C	$ 187,156.36	$ 147,192.51	$ 178,244.60	$ 143,926.73	$ 72,631.43	$ 41,447.03	$ 40,722.30	$ 41,395.58	$ 44,397.07	$ 73,922.52	$ 82,773.09	$ 82,773.09	$ 82,773.09	$ 174,825.55	$ 174,825.55	$ 174,825.55	$ 1,743,832.06	
	Incentive D	$ -	$ -	$ -	$ -	$ -	$ -	$ 38,751.82	$ 38,751.82	$ 38,751.82	$ 38,751.82	$ 38,751.82	$ 38,751.82	$ 38,751.82	$ 38,751.82	$ 38,751.82	$ 38,751.82	$ 387,518.23	
	Max Incentive Payment	$ 457,493.32	$ 359,803.92	$ 435,709.01	$ 351,820.90	$ 177,543.51	$ 101,314.96	$ 138,295.23	$ 139,941.01	$ 147,278.00	$ 219,451.31	$ 241,086.04	$ 241,086.04	$ 241,086.04	$ 466,103.17	$ 466,103.17	$ 466,103.17	$ 4,650,218.82	
	State Total	**$ 1,479,577.46**	**$ 500,937.21**	**$ 620,768.34**	**$ 563,275.83**	**$ 281,961.35**	**$ 452,184.78**	**$ 508,637.60**	**$ 413,917.09**	**$ 428,856.69**	**$ 385,140.71**	**$ 425,499.66**	**$ 425,499.66**	**$ 425,499.66**	**$ 797,313.35**	**$ 797,313.35**	**$ 812,044.89**	**$ 9,318,427.65**	
Totals (All States and Territories)	Estate	$ 340,492,313.81	$ 27,079,638.91	$ 33,879,638.91	$ 56,997,397.50	$ 25,089,721.56	$ 141,355,579.56	$ 159,766,229.06	$ 117,701,729.06	$ 117,516,471.06	$ 49,557,239.06	$ 49,557,239.06	$ 49,557,239.06	$ 49,557,239.06	$ 79,528,195.31	$ 79,528,195.31	$ 85,840,545.94	$ 1,463,004,612.25	$ 4,553,791,480.53
	Base	$ 177,606,283.84	$ 60,972,791.78	$ 71,697,301.09	$ 59,272,025.25	$ 45,315,136.27	$ 34,652,044.26	$ 21,434,541.78	$ 21,434,541.78	$ 21,434,541.78	$ 28,559,786.85	$ 29,519,528.44	$ 29,519,528.44	$ 29,519,528.44	$ 62,449,762.76	$ 62,449,762.76	$ 62,449,762.76	$ 818,286,868.28	
	Incentive A	$ 269,214,062.27	$ 179,355,528.69	$ 210,695,519.38	$ 174,185,949.75	$ 99,509,431.85	$ 66,846,088.86	$ 63,209,986.67	$ 63,209,986.67	$ 63,209,986.67	$ 83,930,211.18	$ 86,750,656.41	$ 86,750,656.41	$ 86,750,656.41	$ 183,168,759.59	$ 183,168,759.59	$ 183,168,759.59	$ 2,083,125,000.00	
	Incentive B	$ 159,081,036.80	$ 105,982,812.41	$ 124,501,897.82	$ 102,928,061.21	$ 58,801,027.91	$ 39,499,961.60	$ 37,351,355.76	$ 37,351,355.76	$ 37,351,355.76	$ 49,595,124.79	$ 51,261,751.52	$ 51,261,751.52	$ 51,261,751.52	$ 108,236,085.21	$ 108,236,085.21	$ 108,236,085.21	$ 1,230,937,500.00	
	Incentive C	$ 110,133,025.47	$ 73,372,716.28	$ 86,193,621.57	$ 71,257,888.53	$ 40,708,403.94	$ 27,346,127.26	$ 25,858,630.91	$ 25,858,630.91	$ 25,858,630.91	$ 34,335,086.39	$ 35,488,904.90	$ 35,488,904.90	$ 35,488,904.90	$ 74,932,674.38	$ 74,932,674.38	$ 74,932,674.38	$ 852,187,500.00	
	Incentive D	$ 3,998,881.24	$ -	$ -	$ -	$ -	$ -	$ 22,041,559.67	$ 22,041,559.67	$ 22,041,559.67	$ 20,276,080.10	$ 16,495,893.27	$ 16,495,893.27	$ 16,495,893.27	$ 16,495,893.27	$ 16,495,893.27	$ 16,495,893.27	$ 189,375,000.00	
	Max Incentive Payment	$ 273,212,943.50	$ 179,355,528.69	$ 210,695,519.38	$ 174,185,949.75	$ 99,509,431.85	$ 66,846,088.86	$ 85,251,546.34	$ 85,251,546.34	$ 85,251,546.34	$ 104,206,291.28	$ 103,246,549.68	$ 103,246,549.68	$ 103,246,549.68	$ 199,664,652.87	$ 199,664,652.87	$ 199,664,652.87	$ 2,272,500,000.00	
	State Total	**$ 791,311,541.15**	**$ 267,407,959.38**	**$ 316,272,459.38**	**$ 290,455,372.50**	**$ 169,914,289.69**	**$ 242,853,712.69**	**$ 266,452,317.19**	**$ 224,387,817.19**	**$ 224,202,559.19**	**$ 182,323,317.19**	**$ 182,323,317.19**	**$ 182,323,317.19**	**$ 182,323,317.19**	**$ 341,642,610.94**	**$ 341,642,610.94**	**$ 347,954,961.56**	**$ 4,553,791,480.53**	

Note: Subject to Article 9, all figures shown above are the maximum possible scheduled payment amounts as determined pursuant to the Governmental Entity & Direct Shareholder Settlement Agreement. They assume that all Eligible States are Settling States and all Settling States earn the maximum possible Incentive Payments. They also assume no prepayments.

Note: Incentive Payment A is mutually exclusive with Incentive Payment B and Incentive Payment C. Accordingly, an Eligible State qualifies for the maximum Incentive Payments by either (i) qualifying for Incentive Payment A and fully earning Incentive Payment D with no deductions, or (ii) having an Incentive Payment B Eligibility Percentage of 100% and an Incentive Payment C Eligibility Percentage of 100% and earning Incentive Payment D with no deductions.

Key Assumptions:

1.) Estate cash flows assume Debtors' estimate as of 2/28/25 of cash available at 2025 year-end emergence from Purdue Pharma.
2.) Assumes A-Side Payment Group 8 settlement effectuated in accordance with, and subject to modification by, Section 2.01(g) of the Master Settlement Agreement.
   – Assumes that no other prepayments are exercised.
3.) Assumes Special Operating Reserve funded at minimum required amount and reverts starting on payment date 6 (i.e. no Litigation Costs).
4.) Insurance, future NewCo distributions, and other MDT proceeds are TBD, and are assumed to be 0.
5.) Assumes all creditor classes and attorneys fees funds receive distributions in accordance with Plan.
6.) Assumes that reserves are funded at emergence in accordance with Plan. Assumes MDT Operating Reserve is funded $40M at emergence and $20M annually thereafter.
   – Any unutilized MDT Operating Reserve budget will be distributed.
7.) Assumes same timing cadences by State as set forth by the NY Allocation Model dated 1/22.
8.) States all recover same % of Estate, Base, and Incentives, regardless of acceleration.

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
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: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
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 the Settlement Agreement dated April 4, 2025 ("*Alvogen Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Alvogen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Alvogen Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Alvogen Settlement and become a Participating Subdivision as provided therein.

2. 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. 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 substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.

3. The Governmental Entity agrees to the terms of the Alvogen Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Alvogen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Alvogen Settlement 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 provided in, and for resolving disputes to the extent provided in, the Alvogen Settlement.

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 Alvogen Settlement.

7. The Governmental Entity has the right to enforce the Alvogen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Alvogen Settlement, including without limitation all provisions of Section XI (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 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 any forum whatsoever. The releases provided for in the Alvogen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Alvogen Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Alvogen Settlement.

10. In connection with the releases provided for in the Alvogen Settlement, 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, 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 the Alvogen Settlement.

11. Nothing herein is intended to modify in any way the terms of the Alvogen Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Alvogen Settlement in any respect, the Alvogen Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
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 the Settlement Agreement dated April 4, 2025 ("*Amneal Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Amneal Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Amneal Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Amneal Settlement and become a Participating Subdivision as provided therein.

2. 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. 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 substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.

3. The Governmental Entity agrees to the terms of the Amneal Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Amneal Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Amneal Settlement 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 provided in, and for resolving disputes to the extent provided in, the Amneal Settlement.

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 Amneal Settlement.

7. The Governmental Entity has the right to enforce the Amneal Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Amneal Settlement, including without limitation all provisions of Section X (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 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 any forum whatsoever. The releases provided for in the Amneal Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Amneal Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Amneal Settlement.

10. In connection with the releases provided for in the Amneal Settlement, 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, 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 the Amneal Settlement.

11. Nothing herein is intended to modify in any way the terms of the Amneal Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Amneal Settlement in any respect, the Amneal Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
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 the Settlement Agreement dated April 4, 2025 ("*Apotex Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Apotex Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Apotex Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Apotex Settlement and become a Participating Subdivision as provided therein.

2. 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. 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 substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.

3. The Governmental Entity agrees to the terms of the Apotex Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Apotex Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Apotex Settlement 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 provided in, and for resolving disputes to the extent provided in, the Apotex Settlement.

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 Apotex Settlement.

7. The Governmental Entity has the right to enforce the Apotex Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Apotex Settlement, including without limitation all provisions of Section XI (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 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 any forum whatsoever. The releases provided for in the Apotex Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Apotex Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Apotex Settlement.

10. In connection with the releases provided for in the Apotex Settlement, 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, 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 the Apotex Settlement.

11. Nothing herein is intended to modify in any way the terms of the Apotex Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Apotex Settlement in any respect, the Apotex Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
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 the Settlement Agreement dated April 4, 2025 ("*Hikma Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Hikma Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Hikma Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Hikma Settlement and become a Participating Subdivision as provided therein.

2. 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. 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 substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.

3. The Governmental Entity agrees to the terms of the Hikma Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Hikma Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Hikma Settlement 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 provided in, and for resolving disputes to the extent provided in, the Hikma Settlement.

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 Hikma Settlement.

7. The Governmental Entity has the right to enforce the Hikma Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Hikma Settlement, including without limitation all provisions of Section X (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 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 any forum whatsoever. The releases provided for in the Hikma Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Hikma Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Hikma Settlement.

10. In connection with the releases provided for in the Hikma Settlement, 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, 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 the Hikma Settlement.

11. Nothing herein is intended to modify in any way the terms of the Hikma Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Hikma Settlement in any respect, the Hikma Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
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 the Settlement Agreement dated April 4, 2025 ("*Indivior Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Indivior Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Indivior Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Indivior Settlement and become a Participating Subdivision as provided therein.

2. 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. 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 substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.

3. The Governmental Entity agrees to the terms of the Indivior Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Indivior Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Indivior Settlement 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 provided in, and for resolving disputes to the extent provided in, the Indivior Settlement.

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 Indivior Settlement.

7. The Governmental Entity has the right to enforce the Indivior Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Indivior Settlement, including without limitation all provisions of Section X (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 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 any forum whatsoever. The releases provided for in the Indivior Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Indivior Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Indivior Settlement.

10. In connection with the releases provided for in the Indivior Settlement, 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, 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 the Indivior Settlement.

11. Nothing herein is intended to modify in any way the terms of the Indivior Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Indivior Settlement in any respect, the Indivior Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
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 the Settlement Agreement dated April 4, 2025 ("*Mylan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Mylan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Mylan Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Mylan Settlement and become a Participating Subdivision as provided therein.

2. 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. 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 substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.

3. The Governmental Entity agrees to the terms of the Mylan Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Mylan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Mylan Settlement 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 provided in, and for resolving disputes to the extent provided in, the Mylan Settlement.

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 Mylan Settlement.

7. The Governmental Entity has the right to enforce the Mylan Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Mylan Settlement, including without limitation all provisions of Section X (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 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 any forum whatsoever. The releases provided for in the Mylan Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Mylan Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Mylan Settlement.

10. In connection with the releases provided for in the Mylan Settlement, 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, 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 the Mylan Settlement.

11. Nothing herein is intended to modify in any way the terms of the Mylan Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Mylan Settlement in any respect, the Mylan Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
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 the Settlement Agreement dated April 4, 2025 ("*Sun Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Sun Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Sun Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Sun Settlement and become a Participating Subdivision as provided therein.

2. 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. 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 substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.

3. The Governmental Entity agrees to the terms of the Sun Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Sun Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Sun Settlement 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 provided in, and for resolving disputes to the extent provided in, the Sun Settlement.

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 Sun Settlement.

7. The Governmental Entity has the right to enforce the Sun Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sun Settlement, including without limitation all provisions of Section X (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 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 any forum whatsoever. The releases provided for in the Sun Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Sun Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Sun Settlement.

10. In connection with the releases provided for in the Sun Settlement, 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, 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 the Sun Settlement.

11. Nothing herein is intended to modify in any way the terms of the Sun Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Sun Settlement in any respect, the Sun Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
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 the Settlement Agreement dated [date] ("*Zydus Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Zydus Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Zydus Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Zydus Settlement and become a Participating Subdivision as provided therein.

2. 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. 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 substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.

3. The Governmental Entity agrees to the terms of the Zydus Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Zydus Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Zydus Settlement 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 provided in, and for resolving disputes to the extent provided in, the Zydus Settlement.

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 Zydus Settlement.

7. The Governmental Entity has the right to enforce the Zydus Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Zydus Settlement, including without limitation all provisions of Section X (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 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 any forum whatsoever. The releases provided for in the Zydus Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Zydus Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Zydus Settlement.

10. In connection with the releases provided for in the Zydus Settlement, 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, 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 the Zydus Settlement.

11. Nothing herein is intended to modify in any way the terms of the Zydus Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Zydus Settlement in any respect, the Zydus Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____

Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: September 23, 2025

RE: Discussion and consideration of adopting, including any possible amendment, the Collective Bargaining Agreement (CBA) between the City of Midwest City and the Fraternal Order of Police (FOP) Lodge 127, as negotiated to be effective from July 1, 2025, through June 30, 2026.

The City of Midwest City and the FOP Lodge 127 met and negotiated a proposed CBA to be effective from July 1, 2025, through June 30, 2026. This agreement was tentatively reached between the Lead Negotiator for the City, Troy Bradley, and the FOP Lodge 127 President, John Shuck, on September 3, 2025. Changes in the proposed agreement from the previous agreement include the following items.

- The term of the agreement will be from July 1, 2025, through June 30, 2026. This means that articles agreed upon are retroactive when addressing certain changes.

- The City and Lodge 127 agree to add some minor language changes in various articles to clean up the text and reflect actual and desired practices in the following articles:
    - Police Officer Bill of Rights
    - Hours of Work
    - Special Assignment – reflecting the emotional support dog and handler
    - Promotion Policy and Procedures

- The parties agree to rename Emergency Leave as Bereavement Leave.

- An across-the-board increase of 3.0% was negotiated, to be effective on July 1, 2025.
    - This item equates to 3% new money

- Group Health Benefits Premiums are updated to the amounts previously approved by Council for the 2025-2026 City Fiscal Year.

- Increase in the employee (from 8 to 9%) and city (from 13 to 14%) pension contribution as mandated by the state legislature.
    - This item equates to 1% new money

MIDWEST CITY
Where the Spirit Flies High

Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

- Including the city residency incentive for the 31 represented officers who live within the city's corporate boundaries and provide required documentation.
    - This item equates to 0.43% new money

- Modernizing the health physical provided to represented employees. Removing some outdated testing and adding some relevant, recommended testing.
    - This item has a cost increase, but is negligible.

- Total new money for this contract is calculated at 4.43%

Troy Bradley, Human Resources Director/Lead Negotiator

Collective Bargaining Agreement for Fiscal Year ~~2024/~~2025~~/2026~~

The Fraternal Order of Police Lodge #127

City of Midwest City

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ARTICLE 1

PURPOSE AND INTENT

SECTION 1. This Agreement, entered into by the City of Midwest City, hereinafter referred to as Employer, and the Fraternal Order of Police, Lodge #127, as Collective Bargaining Agent, hereinafter referred to as FOP, pursuant to Title 11, Oklahoma Statutes, Section 51-101, et seq., as amended, is made for the following purposes:

A. To establish wages, hours, benefits, grievance procedures and other conditions of employment of represented officers of the Midwest City Police Department;

B. To provide for quality law enforcement and police services on an uninterrupted basis for the benefit of the citizens of Midwest City;

C. To assist in promoting the harmonious relations between the Employer, the FOP and the represented officers, and to assist in the amicable adjustment of labor-management disputes

ARTICLE 2

RECOGNITION

SECTION 1. The Employer recognizes Lodge #127 of the Fraternal Order of Police as the exclusive bargaining agent for all full-time, permanent commissioned police officers of the Midwest City Police Department, except the Chief of Police, his Administrative Assistant and those employees on entry-level probation.

SECTION 2. For purposes of conducting performance evaluations and qualifications to be a Midwest City police officer, employees hired after July 1, 1989 will serve an entry-level probation period of eighteen (18) months. Provided however, this article does not conflict with any provision pursuant to Oklahoma Statutes, Title 11, Section 51-101, et seq., as amended.

ARTICLE 3

DURATION OF AGREEMENT

SECTION 1. The duration of the first term of this Agreement shall be from July 1, ~~2024~~2025, to June 30, ~~2025~~2026. In the event an agreement has not been reached by June 30, ~~2025~~2026, this Agreement may remain in full force and effect by mutual agreement of the Employer and the FOP until such time as a new agreement is attained.

SECTION 2. Whenever wages, rates of pay or any other matters requiring appropriation of monies by the Employer are included as matters of collective bargaining, it shall be the obligation of the FOP to serve written notice of request for collective bargaining not later than February 15 of each year.

—

ARTICLE 4

MUTUAL RESPONSIBILITY

SECTION 1. No employee shall be favored or subject to discrimination by the Employer or by the FOP because of race, creed, size, color, sex, religion, age, national origin, disability (as defined by the Americans with Disabilities Act, the Oklahoma State Police Pension Act and any other applicable law) or relationship to any person or persons, political affiliations or FOP activities.

SECTION 2. The Employer and the FOP agree not to interfere with the right of an employee to become or not become a member of the FOP, and further agree that there will be no discrimination against nor coercion of any employee because of FOP membership or non-membership.

SECTION 3. The Employer and the FOP agree to comply with the objectives set forth in the Employer's Affirmative Action Program to insure equal employment opportunity for all.

ARTICLE 5

MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1. The FOP recognizes the prerogative and responsibility of the Employer to operate and manage its affairs in accordance with its responsibilities. The powers and authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement are retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of this Agreement, are retained by the Employer and remain exclusively the rights of the Employer.

SECTION 2. Except as may be limited herein, the Employer retains the rights in accordance with the Constitution and laws of the state of Oklahoma and the responsibilities and duties contained in the Charter of the City of Midwest City and ordinance's and regulations promulgated there under. These rights shall include, but shall not be limited to, the rights:

A. To determine and enforce Police Department policy, rules, regulations and orders, including the right to manage the affairs of the Police Department, so long as the same are not

punitive in nature and so long as they do not affect mandatory subjects of bargaining which are required to be negotiated;

B. To assign working hours, including overtime;

C. To direct the members of the Police Department, including the right to promote, transfer discipline, suspend, demote or terminate for the good of the service, any member of the Police Department, subject to other provisions of this Agreement, including the procedure found in Article 10. The FOP recognizes the standard "Just Cause"/ "for the good of the service" when its use is fair, proper, and reasonable under the circumstances.

D. To determine the table of organization of the Police Department, including the right to organize and reorganize the Police Department; however, such actions by the Employer shall not be punitive in nature. If any new rank is established, it will be filled as otherwise provided in this Agreement. In the event a new classification is established, the selection for that classification will be a competitive process designed by management to meet the needs of management;

E. To establish or determine new job classifications and ranks based upon duties assigned, provided, however, such new job classifications shall not reduce the pay of any current officer;

F. To determine the location, means, methods and personnel by which operations are to be conducted;

G. To determine the safety, health and property protection measures for the Police Department. In making such determinations, due regard will be given to the safety of the officers of the Midwest City Police Department;

H. To be sole judge of the qualifications of applicants and training of employees;

I. To set the standards for services to be Offered to the public;

J. To introduce new, improved or different methods and techniques of operation of the Police Department or change existing methods and techniques;

K. To determine reasonable means and methods of effective communication of any and all rules, regulations and orders to members of the Police Department, provided, however, new rules and regulations shall be reduced, to writing and be made available;

L. To determine the amount of supervision necessary;

M. To control the departmental budget, subject to the mandates of this contract;

N. To take whatever actions may be reasonably necessary to carry out the mission of the Employer in situations of emergency.

ARTICLE 6

PREVAILING RIGHTS

SECTION 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the, operation and administration of the Midwest City Police Department currently in effect upon the effective date of this Agreement, shall be deemed a part of said Agreement, unless and except as modified or changed by the terms of this Agreement. Such prevailing rights shall include, but not be limited to, the present "86" policy (rides to and from work).

ARTICLE 7

BARGAINING AGENT SECURITY

SECTION 1. This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this contract, and no provisions, terms or obligations herein contained shall be modified, altered or changed in any respect except by mutual agreement of the parties in writing.

SECTION 2.

A. The FOP president's duty assignment shall be in accordance with Article 19. The FOP President may be assigned to a day-shift position during his/her term of office, by mutual agreement of the FOP President and the Chief of Police. The president shall report directly to the Chief of Police or his designee regarding FOP business.

B. It is understood that the FOP president's first duty is that of a Midwest City Police Officer and that interference with those duties should be minimized. The president or his designee may conduct FOP business for short periods of time during his/her normal duty shift

so long as it does not interfere with police business. In the event that a designee is conducting FOP business, he/she shall obtain prior approval from his/her immediate supervisor.

In the event of absence of the president of the FOP for any period scheduled in excess of five (5) working days, the rights of the president under this article shall be extended to the first vice-president of the FOP, should the need arise. In the event of a change in the presidency of the FOP, the newly elected president shall receive no loss of pay.

c. It shall, be the responsibility and right of the president of the FOP, or his designee, to communicate directly with any City Official or other employee, after proper notification of the Chief of Police, if deemed necessary to avoid potential grievances or other potential personnel problems.

SECTION 3.

A. Scheduled Leave. Lodge #127 shall be granted a bank of 270 hours, effective July 1, for the purpose of conducting SCHEDULED Lodge business.

SCHEDULED meetings shall include, but are not limited to: preparation for or attending labor conferences, court action, arbitrations or PERB hearings. The FOP president shall ensure all hours used under this section are documented on a monthly report to the Chief of Police by the Administrative assistant and/or secretary.

In the-event the bank of 270 hours of SCHEDULED union leave cited above is exhausted, the FOP president may have additional hours of union leave granted to him/her for scheduled arbitration, court or PERB hearings on an actual hour for hour basis while said hearings are conducted. Additional union leave hours may be granted at the discretion of the City Manager.

Executive Board officers and elected delegates shall be given primary consideration for granting of leave for attendance at local, state or national meetings.

B. Unscheduled Leave. The FOP president shall be allowed up to five (5) hours per week to conduct unscheduled union business.

SECTION 4. The Employer shall permit five (5) members of the FOP bargaining team time off without loss of pay for the purpose of contract negotiation preparations, table negotiations with the Employer and debriefing following negotiation sessions. Said member shall have one (1) hour to return to work following the conclusion of the negotiating session. If the negotiation sessions are on a bargaining team member's normal off duty hours they shall receive straight time in the form of

Compensatory time or Pay for the time that they are in preparations, table, and debriefing negotiations with the Employer. Negotiation sessions will be scheduled during a majority of the committee member's on duty time when possible.

SECTION 5. Upon written authorization from the employee, Employer agrees to deduct regular monthly FOP dues from the earned wages of FOP members.

The deductions shall be made in accordance with the City pay plan in an amount certified in writing to be correct by the treasurer and/or the secretary of the FOP. Changes in the amount of dues will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

All FOP members desiring dues deduction shall sign an authorization form provided by the FOP and approved by the Employer. The employee may withdraw any such authorization by providing written notice to the Employer and the FOP at least thirty (30) days prior to the effective date of withdrawal. Unless revoked in writing by the employee, the authorization will remain in effect until the expiration date of the contract and will be automatically renewed with the adoption of each new contract.

In the event the FOP should endorse an illegal job action as defined in Article 8 or if a court should determine the FOP had endorsed such an action, and then the Employer shall terminate the automatic dues deduction.

The Employer will provide the FOP treasurer with the monthly report showing the employee's name and the amount of deduction. The FOP will refund all deductions refundable at the time of termination or resignation.

The FOP shall pay the Employer a monthly service fee of 1% of the amount remitted to the FOP. Said amount shall be remitted within fifteen (15) calendar days after the deductions are made. In case an error or improper deduction is made by the Employer, a proper adjustment of same shall be made by the FOP with the employee affected.

The FOP shall indemnify the Employer against any and all claims, suits or other forms of liability that shall arise against the Employer on account of FOP error or negligence in furnishing information to the Employer upon which said dues deductions are based.

ARTICLE 8

STRIKES

SECTION 1. Employees shall have no right to engage in any work stoppage, slowdown or strike. "Strike" shall be defined in accordance with the state law as the concerted failure to report for duty and willful absence from one's position, unauthorized holidays, sickness unsubstantiated by a physician's statement, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. In applying the provisions of this article, all of the terms used herein shall be given the meaning commonly understood or as defined by statute. The FOP shall not be in breach of this Agreement here the acts or actions hereinbefore enumerated are not caused or authorized directly by the FOP.

SECTION 2. Upon notification confirmed in writing by the Employer to the FOP that certain of its members are engaging in a strike, the FOP shall immediately order such members in writing to return to work at once and shall provide the Employer with a copy of such an order, and a responsible official of the FOP shall publicly order its members to work. Such characterization of the "'strike" by the Employer shall not establish the existence of a strike. Such notification by the FOP shall not constitute an admission by it that a strike is in progress or has taken place or that any particular member is or has engaged in a strike. The notification shall be made solely on the representations of the Employer.

ARTICLE 9

SENIORITY

SECTION 1. Seniority shall commence from the date which the employee is employed in the Midwest City Police Department; however, until the initial employment probation is completed, the employee shall not attain seniority status. At the conclusion of his initial employment probation, his initial probationary period shall count on his seniority to be accumulated in the future.

SECTION 2. Initial probationary period for the officers of the Midwest City Police Department shall be eighteen (18) months from the date of their employment.

SECTION 3. Seniority shall be determined as between two or more employees by highest rank. When two or more employees have the same rank, seniority shall be determined by the length of service within the rank. As between two or more employees of the same rank who have the same length of service in said rank, seniority shall be determined by the

earliest date of employment with the Midwest City Police Department, as a police officer.

As between two or more employees of the same rank with the same length of service in the same rank, and who were initially employed by the Midwest City Police Department on the same date, their seniority shall be determined by the date of their employment application with said City.

The rank structure in order of seniority is:

1. Major
2. Captain
3. Lieutenant
4. Sergeant
5. Police Officer

The rank structure above Police Officer is by promotion through the promotion system as specified in Article 30 with the first level of supervision beginning with the rank of Lieutenant.

In the event an officer is demoted, said officer shall be restored to the same seniority status held just prior to being promoted to the classification from which said officer was demoted.

SECTION 4. Seniority shall determine the priority of each employee in the following:

A. Time when annual vacation is submitted to ExecuTime;
B. Time when compensatory time is submitted to ExecuTime;
C. Time when PTO Leave is submitted to ExecuTime.

Paid time off, compensatory time, and vacation leave may be scheduled ninety (90) days prior to the day or the dates requested.

Pre-approved leave (paid time off, compensatory time, and vacation leave) shall not be affected by seniority.

D. Leave which has been requested at least thirty (30) days prior to the day requested off once approved shall be cancelled only by the Chief of Police.

SECTION 5. If, in the opinion of the Chief of Police, all other factors are equal, then seniority shall determine the priority of each employee in the following:

A. Shift and duty assignments;
B. Transfer;
C. Assignment of days off;
D. Layoffs and recalls, provided, however, the Employer may elect, based on the merit of employees of the same rank, to retain a

less senior employee. If said election is made, the senior employee shall be notified in writing within ten (10) calendar days of the reasons therefore, have access to the grievance procedures set out in Article 10 of this Agreement and shall be recalled to duty / employment prior to hiring of new employees. It shall be a violation of this contract for the Employer to change the classification of an employee for the purpose of avoiding following the strict rule of seniority in determining layoffs and recalls.

Management may depart from the use of seniority due to "needs of the service." Upon request of the affected officer, a supervisor making assignment different from an officer's established seniority position, shall state in writing his reasons for departing there from. A copy of the supervisor's reasons shall be forwarded to the officer, lodge, president and the Chief of Police within seven (7) calendar days of the questioned assignment.

SECTION 6. A sixty (60) day notice shall be given to any employee who will be affected by a reduction in force prior to any reduction in force going into effect.

ARTICLE 10

GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURE

SECTION 1.

A. The purpose of this procedure is to promote communication, encourage a thorough review of employee issues and to provide a just and equitable method, for the prompt resolution of disputes without discrimination, coercion, or reprisal against any employee who submits a Grievance or Disciplinary Appeal.

B. A Grievance shall be defined as any controversy or dispute between the Employer and FOP or any employee concerning the interpretation, enforcement or application of any provision of this Agreement, or concerning any of the terms or conditions of employment.

C. A Disciplinary Appeal shall be defined as the appeal of any disciplinary action the employee is subjected to. (Excluding counseling forms which are considered non-disciplinary/non-grievable).

D. A Written Counseling Form shall normally be provided to an employee at the earliest, reasonable opportunity and include both the supervisors and the employee’s signatures. Normally, a written counseling shall occur within fourteen (14) days of the occurrence

or discovery of a matter by a supervisor. However, if an investigation takes longer for a supervisor or the department to complete, this fourteen (14) day limit shall not apply.

SECTION 2. The FOP, or any employee may file a written Grievance or Disciplinary Appeal within fifteen (15) business days (excluding Saturdays, Sundays, and holidays) of said occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement. No grievance or disciplinary appeal will be considered timely filed under the terms of this procedure unless a written grievance or disciplinary appeal with sufficient facts pertaining to the alleged contract violation(s) to reasonably inform the City of the basic issue(s) is provided by the FOP or the Grievant, as the case may be, to the Police Chief or designee and an FOP Executive Officer.

SECTION 3. Any grievance or disciplinary appeal (grievance) between the employer and the FOP or any employee concerning the interpretation or application of this Agreement, or the actions of the parties under the Agreement, or dismissal, demotion, or other discipline of an employee, shall be handled in the following manner:

Step 1. If an employee or the FOP intends to file a grievance on any matter, the grievance shall be submitted in writing to the Chief of Police or designee for adjustment. The Chief or his designee, shall have a right to meet with the grievant at this step, at which time the employee or FOP shall have the right to a representative of the grievant's choice.

Step 2. The Chief of Police or designee shall submit his answer, in writing, to the employee involved and the FOP President within ten (10) business days (excluding Saturdays, Sundays and holidays) after receipt of the grievant's written grievance.

Step 3. If the grievance has not been settled in Step 2, after receipt of the Chief's response, the grievant or the FOP may submit the grievance in writing to the City Manager or designee within ten (10) business days. The City Manager or his designee shall have a right to meet with the grievant at this step, at which time the employee or the FOP shall have the right to a representative of the grievant's choice.

Step 4. The City Manager or designee shall submit his written answer to the Chief of Police and the grievant within ten (10) business days. If the City Manager and the grievant have not settled the grievance within that time, the FOP may notify the City Manager in writing of the FOP's intent to arbitrate the grievance within twenty (20) calendar days from the City Manager (or designee's) response.

(a) Within fourteen (14) calendar days from the date of the notification for arbitration, the grievant (and/or FOP) and the employer (the parties) shall attempt to agree upon a neutral arbitrator. If the parties are unable to agree upon the selection of a neutral arbitrator, the moving party shall request, within the same fourteen (14) calendar days, the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators. Within seven (7) calendar days after receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the parties shall alternately strike the name of one (1) arbitrator from the list of seven (7) until one (1) name remains, with the moving party making the first strike from said list. The neutral arbitrator, whether selected as a result of an agreement between the parties or selected from the list provided by the Federal Mediation and Conciliation Service, shall conduct a hearing regarding the issue submitted by the grievance.

(b) The Neutral Arbitrator shall call a hearing to be held as soon as reasonably possible after the date of the appointment. The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. The Arbitrator shall have the authority to subpoena the production of documents and records and the attendance of witnesses to the hearing. Any and all evidence and other data deemed relevant by the Arbitrator may be received in evidence. The Arbitrator shall have the power to administer oaths and receive evidence relative or pertinent to the issues presented to them for determination.

(c) A hearing conducted by the Arbitrator shall be concluded as soon as reasonably possible and

normally within twenty (20) days from the time of commencement. Within the time allowed in FMCS rules after the conclusion of the hearing, the Arbitrator shall issue a written Award resolving the issues presented. The time periods in this article may be extended by mutual written agreement of the parties or as ordered by the Arbitrator to accommodate transcripts, post hearing briefs, or other additional time periods necessary to achieve a complete and thorough review of the evidence prior to rendering a decision. A copy of said Award shall be mailed or otherwise delivered to the grievant and the employer.

(d) Pursuant to the FPAA the Award of the Arbitrator shall be final and binding on the parties to this Agreement.

(e) The parties shall share equally the cost of the arbitrator's fees and expenses. If a transcript of the proceedings is requested, then the party so requesting shall pay for it or the parties may agree to both receive a transcript and share the costs.

SECTION 4. Post-Arbitrations Procedures.

A. Issuance of Award. In no event shall the date of submission of briefs exceed 60 days from the day of the close of the hearing except in cases where all parties are in agreement and as documented in writing. In the event briefs are not considered timely by the arbitrator, the arbitrator may render his rulings based upon the facts, evidence, and arguments then before him. If the arbitrator's jurisdiction is forfeited for any reason, the parties shall request another FMCS list and select another arbitrator to hear the grievance pursuant to the provisions of this Article. The arbitrator shall not accept the case except upon agreement to the instant limitations and grant of powers contained in this grievance arbitration clause.

B. Should either the City or the FOP desire to file suit to vacate the award of the arbitrator to a court of competent jurisdiction, they shall do so within twenty (20) business days of receipt of the award of the arbitrator. Failure to file suit within this time period shall be deemed a waiver of the right to sue by both

parties, unless an extension of the filing period is granted by written request of the City and the FOP.

SECTION 5. The FOP president, or his authorized representative, may report an impending Grievance to the Chief of Police or designee in an effort to forestall its occurrence. This effort to resolve the matter prior to a grievance being filed shall not result in a timeframe waiver (unless mutually agreed upon in writing by the parties) as concerns the initial filing requirement.

ARTICLE 11

POLICE OFFICER BILL OF RIGHTS

SECTION 1. POLICE OFFICER BILL OF RIGHTS

A. The FOP acknowledges that the governmental administrators and Chief of Police of Midwest City have the right to establish reasonable rules and regulations for processing complaints against police officers and for disciplining police officers for cause.

B. When existing ~~rules and regulations or~~ policy ~~are~~ is changed, or new ~~rules, regulations or~~ policy ~~are~~ is established, the officers will be notified by email. The officers will then review and acknowledge the policies and procedures through the online management system.~~they shall be posted prominently on all department bulletin boards and furnished to each commander, who will be responsible for dissemination of written copies of the changes to each officer under his supervision. Memos which permanently alter or change Policy and Procedure, General Orders, or Regulations, shall be incorporated into those documents on a quarterly basis.~~

C. The Chief of Police shall establish and put into operation a system for the receipt, investigation and determination of complaints against police officers that he receives from any person.

D. In order to properly delineate and protect the rights and responsibilities of members of the Midwest City Police Department with regard to disciplinary matters, the following provisions are hereby made a part of the rules and regulations of the Department.

E. Whenever an officer is under investigation and is subject to interrogation by members of the department for any reason that could lead to disciplinary action, demotion or dismissal, such investigation will be conducted in a professional manner as follows:

SECTION 2. COMPLAINTS

The procedures established herein shall be used when a complaint is registered against any employee of the Midwest City Police Department by anyone who makes allegations which, if true, would constitute an infraction of some policy, procedure, rule, regulation or law governing the personnel of the Midwest City Police Department.

Critical complaints shall be defined as any offense that, if proven, could result in a violation of local, state or federal laws or, if verified, would result in a demotion, any loss of pay or termination of employment.

All other complaints shall be defined as Non-Critical.

A. Receipt of Complaints

1. Any employee of the Midwest City Police Department receiving a complaint regarding employee actions shall immediately refer the complainant to a supervisory officer who shall immediately reduce the complaint to writing. The supervisory personnel then shall obtain the basic information if known (date, time, complainants name, address and telephone number, nature of complaint, name(s) of witnesses), and then immediately forward the complaint to the Chief's Office.

2. All complaints shall be made in writing, with sufficient specificity so as to fully inform the officer of the nature and circumstances of the alleged violation, in order that he/she may be able to properly defend himself or herself.

3. Written complaint forms shall be available at all commanders' offices.

4. When a complaint is received at the Chief's office, it may be assigned to the Internal Affairs or sent to the respective employee's commander, at the discretion of the Chief of Police or his Designee.

5. If the compliant declines cooperation in any manner, or refuses to sign a formal complaint if asked, the supervisor's inquiry will be brief, if not ceased immediately, unless the allegation is one of a criminal nature or one defined as a critical complaint.

6. Any investigation critical or non-critical shall be started and completed within thirty (30) days or sooner if possible from the act or its discovery, or ten (10) calendar days after the completion of criminal complaint/investigations (whichever is greater). This

shall include written notification of proposed disciplinary action, which results from the investigation. Any form of disciplinary action which results in any loss of pay, demotion or termination, shall be reviewed and approved by the Chief of Police. Any and all discipline recommended shall be started at the conclusion of the grievance process as outlined in Article 10 if applicable. An extension may be granted, for critical complaints only, by the City Manager upon receipt of written justification, provided to all appropriate parties not to exceed an additional ten (10) working days.

B. Notice to Officer:

The accused officer shall be furnished a copy of the affidavit or complaint form that contains the alleged wrongdoing and the full name of the complainant, before the accused officer is interviewed or disciplined. This notice requirement shall not prohibit the conducting of an independent investigation by the Chief, or his designee, prior to notice provided, however, this independent investigation shall cease immediately upon the determination of the substance. After notice, the accused officer may elect to postpone any interview for a mutually agreeable reasonable time.

C. Investigation of Complaints:

1. An investigation shall begin immediately upon receipt of a complaint at any supervisory level, as assigned by the Chief's office.

2. Investigation of telephone and anonymous complaints shall be made only at the direction of the Chief of Police, and then only if the allegation is of a criminal nature or if the allegation is a critical complaint by definition.

3. Any written or recorded statement made by the complainant to an investigating officer shall be made available to the complainant, affected officer or FOP upon request by the complainant, affected officer or FOP.

4. The employee under investigation cannot discuss the subject matter of the inquiry with anyone other than the employee's labor representative and attorney

during the investigation. The complainant must not be contacted under any circumstance during the investigation.

5. The officer in charge of the investigation will, if warranted in his judgment, ask the complainant to take a polygraph test administered by a qualified operator. The investigator will also inform the complainant that he may be asked to appear at a board of inquiry for the purpose of giving testimony regarding his compliant.

D. Withdrawal of Complaint:

If a complainant expresses the desire to withdraw his/her complaint and has no desire to pursue the complaint further, he/she will be requested to sign a "Complaint Waiver Form" so that the case can be closed. Internal Affairs will take complaint waivers they receive to the Chief's office; supervisors will forward complaint waivers they receive through the chain of command.

SECTION 3. RIGHTS OF LAW ENFORCEMENT OFFICERS WHILE UNDER INVESTIGATION:

A. Whenever a law enforcement officer is under investigation and is being interviewed by members of his agency, for any reason which could lead to disciplinary action, demotion or dismissal, such interrogation shall be conducted under the following conditions:

1. The interview shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required.

2. The interview shall take place either at the office of the commander of the investigating officer, or at the office of the Internal Affairs Unit or Police Unit in which the incident allegedly occurred, as designated by the investigating officer.

3. The officer under investigation shall be informed of the rank, name and command of the officer in charge of .the investigation, the interviewing officer and all persons present during the interview. All questions directed to the officer being interviewed shall be asked by and through one interviewer at any one time.

4. Interviewing sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

5. The law enforcement officer being interviewed shall not be subjected to offensive language or threatened with transfer, dismissal or disciplinary action. No promise or reward shall be made as an inducement to answering any questions.

6. During internal affairs and critical complaint investigations, the interview of the law enforcement officer who is the subject of Complaint, including all recess periods, shall be recorded and there shall be no unrecorded questions or statements.

B. No officer shall be discharged, disciplined, demoted or denied promotion, transfer or reassignment, or otherwise be discriminated against in regard to his employment, or be threatened with any such treatment by reason of his exercise of his rights.

SECTION 4. CRIMINAL INVESTIGATION:

If an officer is arrested, or likely to be arrested, or is a suspect in any criminal investigation, he/she shall be afforded the same constitutional rights as are accorded a civilian including, but not limited to, the right to remain silent, the right to counsel, and shall be notified of these rights before any questioning commences. Nothing in this provision shall prevent the suspension with pay, or reassignment, of such officer pending internal disposition of such charge.

CIVIL SUITS:

Police officers named as defendants in any civil lawsuit for actions taken while performing in an official capacity as a police officer for the City of Midwest City Police Department have the same rights accorded any litigant in a civil suit. The Employer recognizes its responsibility pursuant to Title 51' Oklahoma Statutes, Section 151 et seq., as amended, to indemnify employees from certain claims arising out of the performance of their duties and from the costs and expense incurred in defending said claims. The Employer states its intention to adhere to said statutory requirement.

SECTION 5. INTERNAL BOARD OF INQUIRY AND RECOMMENDATION:

A. The purpose of this Section is to establish an Internal Board of Inquiry and Recommendation designed to inquire into or investigate all allegations of misconduct by officers presented to it.

B. THE INTERNAL BOARD OF INQUIRY AND RECOMMENDATION:

1. The Chief of Police shall have available to him an Internal Board of Inquiry and Recommendation that will inquire into or review all allegations of misconduct presented to it by the Chief of Police. The Chief of Police shall confer with the Human Resources Director as to appropriateness of utilization of such Board on matters that could involve demotion, suspension without pay or termination and will mutually agree as to whether or not to utilize such Board.

2. Following such inquiry, it shall then make recommendations on its determination to the Chief of Police.

3. The Board, as indicated, is comprised of two areas of responsibility, one of inquiry and one of recommendation; thus, the inquiry may be extended to matters of policies and procedure for which a need may be indicated by the initial incident inquiry.

4. Composition:

   (a) The Board of Inquiry will be chaired by an officer appointed by the Chief of Police, with the hearing being conducted informally.

   (b) The Board of Inquiry will be comprised of five (5) officers. These officers will be selected by a random drawing process. The officer before the Board will accomplish the drawing in one of the following manners according to his grade.

Examples:

1) If an incident involving a Patrol Officer/Sergeant is being reviewed, the make-up of the Board will be four (4) Lieutenants, and one (1) Captain.

2) If an incident involving a Lieutenant is being reviewed, three (3) Lieutenants, one (1) Captain and one (1) Major.

3) The officer before the Board may challenge and have removed from the Board one member and replace that member with one of equal grade of his choosing.

(c) In no event will there be a member of the Board of lower rank than the subject officer.

(d) Any action involving a Captain or above will be handled personally by the Chief of Police.

(e) Persons who were directly involved in the incident or in the investigation of that incident being brought to the Board will not be selected to serve on the Board.

(f) The selection process will be completed prior to the FOP selecting a member of the Police Department to witness the proceedings.

5. Procedure:

(a) Internal Affairs will present the case to the Board.

(b) The subject Officer is privileged to participate in the hearing or remain silent; however, he/she may be compelled to, answer questions from the Board.

(c) The officer before the Board is permitted, in fact urged, to be represented and aided by another officer of the department. The officer may choose anyone he/she wishes to represent the officer, up to and including Major.

(d) By mutual consent, the proceedings may be recorded, and either party may request a copy of the tape at their own expense.

(e) Rules of evidence shall not apply to the proceedings.

(f) The Board may accept investigative reports as full and fair statements of facts unless the officer presents contrary evidence.

(g) The scope of the inquiry shall address specifically, directly and narrowly the allegation before the Board.

(h) The proceeding of the Board shall be maintained in confidence until the close of the inquiry and results given the Chief of Police to the subject officer.

(i) No evidence, presented by the Internal Affairs office shall be reproduced or any way copied by any member of the Board.

(j) The only other persons permitted at the hearings include an aide to the Chief of Police, the City Manager or his designee, a member of the Police Department selected by the legal bargaining agent and one member of the Oklahoma Bar Association. These persons may only act as observers and will not participate in any way in the hearing.

(k) The Chairman of the Board, will to a large measure determine its success; his position, therefore, will be one of impartiality and objectivity so that he will not influence the Board except in the maintenance of decorum, dignity and control of conduct.

(l) On completion of the inquiry, the Chairman and all others except the five (5) members of the Board will be excused.

6. The Board of Inquiry becomes an independent Board of Recommendation at this point:

(a) The five-officer Board will then be chaired by the senior officer of the highest rank.

(b) Each member shall participate fully in the deliberations.

(c) At the conclusion of its deliberation, if the Board has found a basis for the complaint on a preponderance of evidence, it will call the Chief of Police, the immediate supervisor of the subject officer and the subject officer and his/her representative (if the employee so chooses). If the Board has found no basis for the complaint, it shall move immediately to Step f. below.

(d) It will then ask for a general statement from the immediate supervisor on the work record and reputation of the subject officer and a specific recommendation of disciplinary action if he wishes to make one. The HR department should then give the Board the personnel record file of the subject officer for review. Red Books, supervisor diaries or their electronic equivalents for the current performance evaluation period shall be reviewed.

(e) At this time, the Chief of Police, the immediate supervisor and the subject officer will again leave the Board so that it may determine its recommendation.

(f) A recommendation will be made by the directly to the Chief of Police by memorandum.

(g) While the Chief may accept, modify or reject the recommendation, it should be the basis for his final decision. In the event the Chief of Police does not follow the recommendation of the Board, he shall state his specific reasons therefore in writing to the subject employee.

(h) With the concurrence of the Chief of Police, the Board may be expected to continue its deliberations and inquiry into matters of policy and procedure which may be presented in an additional memorandum to the Chief of Police for his consideration.

SECTION 7. COMMUNICATIONS

1. Communications, or requests made in writing directed through the chain of command, shall receive a response in writing.

2. Acknowledgment to a written communication or request shall be made within fifteen (15) calendar days of it being placed into the chain of command.

ARTICLE 12

HOLIDAY PAY

SECTION 1 All employees covered by this Agreement shall be entitled to one hundred hours off per contract year for which they shall receive pay at their regular rate and which are available to all employees July 1 of each year,

SECTION 2. A maximum of sixty hours (60) of holiday pay not utilized by the employee during the contract year prior to the last day of the last pay period ending in June shall be paid for by the Employer at a rate of straight time for hours not used. This payment shall be in

addition to the employee's regular pay, with payment being made with the first payroll check in July.

SECTION 3. Holiday pay may be utilized in no less than one quarter ¼ (.25) hour increments.

SECTION 4. Upon termination of employment, for any reason, the employee shall receive pay at his/her regular hourly rate of pay. The employee shall be paid for his /her unused holiday pay at a rate of 3.85 hours per pay periods from July 1st. Any time over twenty pay periods of service shall result in full payment of unused holiday pay. If the employee has used more holiday pay than earned by the probation, his/her final check will be adjusted by his/her current rate of pay.

ARTICLE 13

VACATION LEAVE

SECTION 1. All employees covered by this Agreement shall be entitled to vacation leave at the following rates:

Length of Service	Leave Accrued
12 - 59 months	4.2 hours per pay period
60 - 119 months	5.1 hours per pay period
120-179 months	6.0 hours per pay period
180-239 months	7.0 hours per pay period
240 or more months	7.85 hours per pay period

SECTION 2. Vacation leave may be accumulated up to a maximum of two hundred sixteen (216) hours. At the end of the calendar year, all approved accumulated leave in excess of 216 hours shall be paid at the rate of straight pay, with payment being made on the second payday in January.

SECTION 3. No more than a total of twelve (12) days vacation and personal leave shall be taken in succession without the prior approval of the Chief of Police. Vacation leave may be utilized in no less than one quarter ¼ (.25) hour increments.

SECTION 4. Upon termination of employment for any reason, the terminating employee shall receive pay at his/her regular hourly rate for all accrued vacation leave hours.

ARTICLE 14

SICK LEAVE

SECTION 1. All employees covered by this Agreement shall be entitled to accrue twelve (12) days sick leave per year. Employees shall accrue 4.6 hours sick leave per pay period.

SECTION 2. Sick leave may be accumulated up to a maximum of eleven hundred hours (1100). Pay for accumulated hours over the maximum amounts shall be computed at the rate of one hour's pay for every two (2) hours accumulated. Pay shall be figured at the end of the calendar year and payment shall be made on the second payday in January

SECTION 3. Permanent employees are the only employees eligible to take sick leave with pay. Sick leave shall be granted for the following reasons: personal illness or physical incapacity, enforced quarantine of the employee in accordance with community health regulations, medical and dental appointments (not to exceed four (4) hours each) and an illness of a member of the employee's household that requires the employee's personal care or attention.

SECTION 4. Sick leave with pay in excess of three (3) consecutive work days shall be granted only after presentation of a written statement by a licensed physician certifying that the employee's condition prevents him/her from performing the duties of his/her position. A statement for sickness may be required for less than three (3) days at the discretion of the Chief of Police.

SECTION 5. Upon termination of employment with less than ten (10) years continuous municipal employment, no payment shall be made to the terminating employee for unused sick leave. Upon termination of employment after ten (10) years of continuous municipal employment for any reason, the terminating employee shall receive payment for all accrued sick leave. All hours of accrued sick leave shall be paid at fifty percent (50%) of the employee's regular hourly rate of pay. One hundred (100) percent of the sick leave balance shall be paid to the employee's named beneficiary in the event an employee is killed in the line of duty, defined as follows: A death in the line of duty occurs when suffered in the performance or discharge of a duty required of the employee as a member of the Police Department.

SECTION 6. Sick Leave Saving Incentive.

A. Employees who use three (3) shifts or fewer per calendar year shall receive incentive pay in the following manner: For the purpose of calculation, shifts shall be used in hours according to employees work schedule.

Eight (8) hour employees:

0 Hours sick leave used $900
1-8 hours sick leave used $500
9-16 hours sick leave used $300

Ten (10) hour employees:

0 Hours sick leave used $900
1-10 hours sick leave used $500
11-20 hours sick leave used $300

Pay for sick leave savings will be figured at the end of the calendar year at the pay rate of straight hourly pay and shall be paid on the second payday in January. An employee who receives an off duty injury may be granted light duty status. Although he is assigned to light duty work status, the first one (1) through four (4), days of that assignment shall be counted as sick leave in computing his/her sick leave incentive pay. The employee shall not be required to use his/her sick leave for this deduction to occur during his/her light duty work assignment (injured off duty). This shall not change the manner in which on duty injuries are handled.

ARTICLE 15

INJURY LEAVE

SECTION 1. An officer injured on the job shall continue to receive his/her regular rate of pay during absence from work not to exceed six (6) calendar months from the date of injury; provided, however, after the first ninety (90) days, a physician's statement verifying the officer's inability to perform assigned duties shall be required at thirty (30) day intervals to carry said officer on paid injury leave. The officer shall not make any type of pay back concerning his/her regular pay received while absent from work.

SECTION 2. If, during the six months of injury leave, it is determined by the Police Pension and Retirement Board, based on medical evidence, that the injured officer should be medically retired, and he/she is so retired, then the injury leave shall cease.

SECTION 3. Employees on injury leave shall be in compliance with provisions or restrictions of their doctor or physician in all aspects of their outside employment or personal activities.

Any violation of this section shall be dealt with pursuant to Title 85 and Title 11, Oklahoma Statutes, et seq., as amended, Oklahoma Police Officers Pension and Retirement Systems, additions and amendments.

ARTICLE 16

CHILD BIRTH LEAVE

SECTION 1. The Family Medical Leave Act shall be followed by the employees and the Employer.

SECTION 2. An employee on child birth leave shall notify the Chief of Police thirty (30) days in advance of the date he/she intends to return to work.

SECTION 3. Approved childbirth leave shall not constitute a break in service. The employee shall not lose seniority or accrued benefits while on birthing leave, but accrual of additional benefits shall not be permitted during that period. Time spent on birthing leave without pay shall not be used in computing longevity or time-in-step for merit increases. At the expiration of birthing leave, the employee shall be returned to the next available position of the same class and grade.

SECTION 4. The Employer shall comply with the Pregnancy Discrimination Act and shall not treat leave due to pregnancy any differently than other types of medical leave.

ARTICLE 17

~~EMERGENCY~~ BEREAVEMENT LEAVE

SECTION 1. ~~Emergency~~ Bereavement leave with pay shall be granted for the death of a member of the employee's immediate family (parents, grandparents, brothers, sisters, sons, daughters, spouse, father-in-law, mother-in-law, dependent members of the employee's household, and in the case where the employee was raised by persons other than natural parents, those parents who acted in the capacity of the natural parents).

SECTION 2. A maximum of three (3) days may be allowed at one time and the maximum of seven (7) days may be allowed per calendar year.

SECTION 3. Additional ~~emergency~~ bereavement leave may be granted at the department head's discretion.

SECTION 4. Where there is a death in the family of the employee other than those stipulated as immediate family, an employee may be granted one day of ~~emergency~~ bereavement leave with pay.

SECTION 5. In the event an employee is notified of the impending death of those listed as immediate family in Section (a) above, ~~emergency~~

bereavement leave may be granted, subject to the limitation noted in this section.

ARTICLE 18

MILITARY LEAVE

SECTION 1. Military leave for active duty other than for National Guard or Reserve Training shall be governed by the following provisions:

A. Eligibility. Any represented officer who leaves the Employer's service for military duty shall be placed on military leave without pay.

B. A represented officer going on military leave may use, freeze, or be paid in full all of his/her accrued Vacation Leave, Personal Time Off, Compensatory Time at the employees discretion. If frozen, all leave will be restored to the represented officer upon return from active military leave.

C. A represented officer's sick leave shall be frozen or paid as appropriate under Article 14 of the CBA while he/she is on military leave. When the represented officer returns to the employer's service, he/she shall have his/her sick leave restored.

The employer and all represented officers will comply with all federal and state laws as they pertain to military service and use of military leave.

SECTION 2. Military leave for National Guard or Reserve training shall be governed by the following provisions:

A. All represented officers who are members of a reserve component of the Armed Forces or the National Guard shall be entitled to military leave for the purpose of annual camp and regular drills without the loss of base pay during the first thirty (30) calendar days of such leave of absence during any federal fiscal year (October 1-September 30). However, the represented officer will not be entitled to any pay other then base pay, such as car allowance, while on military leave.

B. In the event that the military training for which military leave is requested is optional and the represented officer

volunteered for such school, training or duty, all such military leave will be without pay; however, the represented officer may be permitted to schedule vacation for such purpose at the discretion of the Chief of Police.

C. The represented officer shall present the Chief of Police a copy of his/her orders to report for annual active duty training a minimum of ten (10) working days prior to departure on leave (or as soon as known). The represented officer shall also provide the Chief of Police with notice of his/her drill schedule within ten (10) working days of receipt of the schedule.

D. A represented officer who is a member of the reserve component of any branch of the Armed Forces or the National Guard who is ordered to active duty as a result of a state or national emergency is entitled to leave of absence without loss of pay during the first thirty (30) calendar days of such leave unless his/her being ordered to active duty is because of (a) his/her own request or (b) a failure to fulfill the contractual obligation to the Armed Service.

ARTICLE 19

HOURS OF WORK

SECTION 1. The standard work period shall be 28 days in length comprised of eight (8) or ten (10) hour shifts. In the event an employee's shift schedule is changed, the existing mathematical ratio of duty days on shall be adjusted in regard to shifts off within 30 days of undertaking the new duty schedule.

The standard work period for eight-hour employees shall be 28 days in length composed of eight (8) hour shifts with five (5) consecutive days on duty and two (2) consecutive days off duty. The existing two (2) rotating shifts system in effect on the date of this Agreement shall be maintained.

The standard work period for investigations employees shall be 28 days in length composed of ten (10) hour shifts with four (4) consecutive days on duty and three (3) consecutive days off duty. The days off shall be limited to Friday, Saturday, Sunday or Saturday, Sunday, Monday.

The FOP recognizes the necessity for flexibility as to the actual hours of work of the two Investigation Bureau shifts of operation. It is agreed that the two shifts shall begin no earlier than 0700 hours and end no later than 2200 hours. An exception to these hours of work may be necessary to address specific crime problems as identified by Police Department Management. These changes in the hours of work shall not exceed fourteen calendar days at a time.

The FOP recognizes the necessity for flexibility as to the actual hours of work of the Traffic Enforcement shifts, comprised of the four Motorcycle Officers. A Ten (10) hour shift system shall be maintained for the Traffic Enforcement shifts, eight (8) consecutive days on duty followed by six (6) consecutive days off duty.

Field Operations Bureau shall maintain the ten (10) hour shift system comprised of three (3) shifts, with eight (8) consecutive days on duty, followed by six (6) consecutive days off duty. The hours of each shift shall be posted during the shift bid cycle.

A "Shift – Bidding" program will go into effect at the time of this Agreement for the Field Operations Bureau. With the following categories and ranks being separated into categories

1. Field Training Officers
2. Sergeants and Patrol Officers
3. SWAT team members

If an officer is listed in more than one of the special categories of Field Training Officers, Motor Officers or SWAT team members, his/her choice shall be subject to the following priority of categories.

Priority I: Field Training Officers
Priority II: SWAT Team Members

EXAMPLE:

An officer is a Field Training Officer and a SWAT team member and he/she bids Shift I in both categories. Three other field officers are senior to this officer, but he/she is the most senior officer on the SWAT team. The officer would not be awarded his/her first choice because the category of Field Training Officers is a higher priority category.

Each officer within a category will submit a bid in writing, indicating his/her ~~four (4)~~three (3) choices of shifts he/she wishes to be assigned to for the bidding cycle; the first choice being the shift most desired and the third choice being the least desired.

The cycle will be for one (1) year and the shifts assigned will be determined by seniority in the category the officer is in. Depending on the officer's seniority and the shifts requested by the officer, the officer will be assigned to his/her first choice unless that shift is already filled with officers with more seniority. At that time, the officer will be assigned to his/her second choice unless it is also filled with officers with more seniority. The third choice of the officer will then be assigned, unless it is also filled with officers with more seniority. The fourth choice of the officer will then be assigned if the officer does not have the seniority for the other requested shifts.

The ~~District assignments and~~ days off assigned to them for the coming Shift Bidding year shall be posted no later than the first day of ~~November~~ September each year.

The written bid will be turned in to the Field Operations Commander between ~~November 1 and November 30~~September 1 and September 30 of each year and the shift cycle will commence on January 1 of each year. The only shift transfers other than outlined in the bidding process will occur upon promotion (Seniority Article shall apply), agreements between two (2) officers of the same category to trade shifts, vacancies upon shifts that are posted and bids will be taken by seniority, and temporary shift shortages, or short term special projects requiring additional manpower. Any officer not submitting a bid within the dates outlined above, without special permission, will be assigned to the shift with vacancies after all other officers are assigned. Any other transfers (reassignments) will be from disciplinary action and subject to Article 10 of this Agreement.

The Chief of Police may, under Article 5 Management Rights, assign officers to other shifts or special assignments for a period not to exceed four (4) months appointment. At the conclusion of such time the affected officer shall return to his/her normal shift assignment as bid under the provisions stated above. By mutual agreement of the affected officer and the Chief of Police, the time period may be extended to, but not exceed, eighteen (18) months appointment.

An assignment to the Investigations Division as an Investigator shall be for a minimum of twenty four (24) months with no maximum time assigned. By mutual agreement of the affected officer and the Chief of Police, the minimum time period may be changed to less than twenty four (24) months.

The "shift bidding" process will not affect the assignment of probationary police officers to such shift(s) as the Chief deems appropriate for training purposes. Upon successful completion of their entry-level probation period (18 months), such officers shall be required to bid on shift assignments on the basis of seniority in the manner stated above.

SECTION 2. Employees required to perform duties in association with their position outside their normal shift shall, at their option, be paid or receive compensatory time.

A. If payment is received, the employee shall receive pay at one and one-half his/her total hourly rate for each hour worked outside his/her normal shift. The total hourly rate of pay shall include the regular rate of pay and shift differential plus Longevity pay if the shift differential or longevity pay is received on a regular basis.

B. If compensatory time is received, the employee shall be credited with one and one-half hours compensatory time for each hour worked outside his/her normal shift.

C. Employees required by the Employer to receive training outside their regular work period shall be paid their regular rate of pay. The Chief of Police or his designee may adjust an officer's regular work period within the officer's work cycle to accommodate the receiving of training. Represented officers required to attend training during their regular work cycle shall be provided with ten (10) hours off duty with pay immediately prior to each day of class or training.

Employees who are instructing outside of their regular work period shall be allowed to choose between being paid at a rate of one and one half hours for each hour worked, or receiving compensatory time at a rate of one and one half hour for every hour worked.

SECTION 3. Employees who are called back to duty during their normal off duty hours shall receive a minimum of three (3) hours compensatory time or three (3) hours pay, at their option. However, officers who are called back less than three hours prior to the beginning of their regularly scheduled shift shall receive the actual time prior to his reporting for his/her shift. This time prior to the beginning of the officers' regular shift shall be paid at the rate of one and one half hour for every hour. This section does not apply to any litigant who names the city as a defendant or any one subpoenaed by the plaintiff.

A. "Court Time Compensation" Employees who are called back to duty during their normal off duty hours, to attend Department of Public Safety Hearings, which shall include Phone Hearings, Municipal, District and Federal Court, shall receive a minimum of three (3) hours compensatory time or pay, at time and one-half for all court appearances in which they are subpoenaed and appear. However, officers who are called back less that three hours prior to the beginning of their regularly scheduled shift shall receive the actual time prior to his reporting for his/her shift. This time prior to the beginning of the officer's regular shift shall be paid at the rate of one and one half hour for every hour.

Employees whose call back is canceled prior to them reporting for work will only receive one (1) hour compensatory time or pay.

SECTION 4. Compensatory time shall be taken at such time so as not to impede the operation of the department as determined by the chief of Police. Overtime shall be approved in accordance with departmental policy. Employees shall be allowed to accumulate eighty (80) hours of compensatory time. Over eighty (80) hours will result in automatic cash payment for overtime worked.

A. **SIU Employees.** Employees assigned to Special Investigations Unit (SIU) and School Resource Officers (SRO), and Community Action Officers (CAO) shall be allowed to accumulate four hundred (400) hours of compensatory time while assigned to SIU or School Resource duties. Compensatory hours above four hundred (400) hours will result in automatic cash payment for overtime hours worked. Employees who transition from any of these assignments shall have their accumulated compensatory time placed into their compensatory bank. Employees transferring from any of these assignments shall have half of the accumulated compensatory bank transferred as use or lose time within one (1) year from date of transfer.

The Employer shall not be required to pay the employee for any compensatory time over eighty (80) hours which was transferred from any of these assignments (see Section 4 this article). The employee shall keep the remaining time until the employee uses it or terminates. Any new compensatory time earned once transferred from any of these assignments shall be handled according to Section 4 of this article. The employee shall not be forced to use compensatory time by the Employer.

B. Employees assigned to Criminal Investigations shall be allowed to accumulate eighty (80) hours of compensatory time while assigned to the division. Compensatory hours above eighty (80) hours will result in automatic cash payment for overtime hours worked. Employees who transition from their respective division shall have their accumulated compensatory time placed into their compensatory bank.

The Employer shall not be required to pay the employee for any compensatory time over eighty (80) hours which was transferred (see Section 4 of this article.) The employee shall keep the time until the employee uses it or terminates. Any new compensatory time earned once transferred shall be handled according to Section 4 of this article. The employee shall not be forced to use compensatory time by the Employer.

SECTION 5. Upon termination of employment for any reason, the terminating employee shall receive pay at his/her regular hourly rate for all accrued compensatory hours.

SECTION 6. The Employer agrees that officers shall not be required to perform duties normally performed by other municipal departments except in an emergency situation or where danger to life, health or property exists. The determination of these situations shall be made by the City Manager and/or anyone properly acting in his capacity.

ARTICLE 20

WAGES

SECTION 1. All police officers that are promoted into the Sergeant rank will be placed in the Sergeant step showing the smallest increase in pay.

SECTION 2. Employees covered under the bargaining agreement shall receive a 3.0% across the board increase to the pay scale~~, additionally, the City has agreed to adjust the steps in the pay scale for all ranks to be comprised of 3.0% in between steps~~ for fiscal year ~~2024/~~2025/2026 which will be effective July 1, ~~2024~~2025, as reflected in Addendum A.

ARTICLE 21

SPECIAL ASSIGNMENT/HAZARDOUS DUTY/ MOTORCYCLE OFFICER/FIELD TRAINING OFFICER/ K-9 (CANINE) HANDLER

SECTION 1. Special Assignment is defined as any of the following positions: Detective, Special Investigations, Community Action Officer, School Resource Officer, and Explorer Post Advisor, SWAT, Motor Officers, and Bilingual Officers. Officers assigned duty that is managed outside of this department (e.g. FBI, Violent Crimes Task Force).

1. Officers assigned as Detective shall have reached the rank of Sergeant prior to being assigned.

2. Hazardous Duty Assignment is defined as any of the following positions: Special Weapons and Tactics Team Officers.

Selection process for above Special Assignments and Hazardous Assignments to be designed by management to meet the needs of management.

At the time of posting of the opening in a Special or Hazardous Assignment, the minimum duration of assignment shall also be posted and

the successful applicant shall be guaranteed the posted duration of assignment unless the employee voluntarily withdraws from the assignment or the employee is removed for the unwillingness or inability to perform duties assigned after appropriate counseling, training and developmental measures have been exhausted.

It is understood and agreed that this article does not preclude management from specially assigning an employee of a higher rank than Sergeant position; however, in the event management elects to specially assign an employee of higher rank than Sergeant, that employee shall not lose any seniority status, benefits or monies for the duration of the assignment and shall be returned to the position formerly held prior to the special assignment.

A. Officers who are assigned as Field Training Officers (FTO) shall receive additional pay in the amount of fifty dollars ($50.00) per shift in which an FTO has a Police Officer, or a Probationary Police Officer assigned to him/her for more than one-half (1/2) of the regularly scheduled shift.

1. Field Training Officers shall be selected from the rank of Sergeant.

2. Only certified Field Training Officers (FTO) selected in a process designed by management to meet the needs of management shall conduct Field Training Officer duties. Assignment of probationary officers shall be done on a rotating basis with the intent being that each FTO shall receive an equal number of training assignments.

B. Effective October 24, 2007 employees assigned the task of being a K-9 (Canine) Handler, who cares for, houses and is responsible for handling a Midwest City Police Canine (to include bomb dog, patrol dog, emotional support dog, and drug dog) shall receive 30 minutes (time off), during each shift worked, for their off-duty care and handling of the dog(s) assigned to them. This time off shall occur the first or the last 30 minutes of the shift, as determined by management. In the event the handler is not allowed the time off the will receive 30 minutes of compensatory time figured at straight time.

1. K-9 (Canine) Handlers shall receive compensation in the form of 60 minutes compensatory time for the off-duty care and handling of the dog(s) assigned to them which occurs on days that the handler does not work a shift. The rate of compensation shall be figured at straight time.

2. K-9 Handlers shall receive compensation in the form of compensatory time for veterinary appointments for their assigned dog(s) which occur outside of the handler's normal shift. The rate of compensation shall be figured at straight time for every hour spent going to and from the veterinarian's office and the time spent at the office. Handlers shall be required to notify the K-9 Supervisor as soon as possible after an emergency visit, and prior to routine veterinarian appointments.

3. K-9 (Canine) Handlers shall be allowed to accumulate compensatory time earned by the off duty care of their assigned dog (s). This bank shall be separate from the compensatory time bank found in Article 19, Section 2 through Section 4.

4. A total of eighty (80) hours of compensatory time earned by the off duty care of their assigned dog(s) shall be carried over into a new contract year. Time in excess of the eighty (80) hour bank shall be paid to the handler at the end of the contract year. At a rate of one hours pay for one hour of compensatory time.

   Upon Termination of employment for any reason, the terminating employee shall receive pay at his/her regular hourly rate for all compensatory time earned by the off duty care of the assigned dog(s).

5. K-9 (Canine) Handlers required to perform duties in association with their position outside their normal shift, other than care for the dog(s), shall be compensated in accordance with Article 19.

C. Officers who are assigned as Spanish and/or American Sign Language interpreters shall receive additional pay in the amount of thirty dollars ($30.00) per pay period. Such officers shall complete a mutually agreed upon system, demonstrating at least basic fluency in the assigned language prior to receiving the special assignment pay. Officers receiving such pay will be required to serve as interpreters on an as-needed basis.

ARTICLE 22

ACTING OUT OF HIGHER CLASSIFICATION

Section 1. Any employee covered by this Agreement who is required to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds for thirty-one (31) consecutive days, in conformance with departmental policies and retroactive to and including the first day, shall be paid at the rate for that position or rank while so acting. No payment shall be made if service is voluntarily broken for more than two (2) days (shifts) during the 31-day period. Sick leave, emergency leave or previously scheduled holiday pay (leave) shall not constitute broken service.

SECTION 2. The Employer agrees that employees who act out of higher classification shall be compensated at the rate of pay they would receive were they permanently promoted to the higher classification.

ARTICLE 23

TRAVEL EXPENSES

SECTION 1. When an employee is required to furnish his/her own transportation to conduct City business, the employee shall be reimbursed the same rate as city policy for each mile as determined by the most direct route.

SECTION 2. Employees shall be reimbursed for all parking fees at actual cost.

ARTICLE 24

PENSION CONTRIBUTION

SECTION 1. The City of Midwest City and all eligible commissioned officers shall continue to participate in the State Police Pension and Retirement System pursuant to Title 11, Oklahoma Statutes, Section 50-101, et seq., as amended.

SECTION 2. The employee shall contribute to the pension fund an amount equal to ~~eight~~ nine percent (~~8~~9%) of his/her regular pay plus pay nine percent (~~8~~9%) of his/her longevity pay.

SECTION 3. The Employer shall contribute to the pension fund an amount equal to ~~thirteen~~ fourteen percent (~~13~~14%) of the employee's regular pay plus ~~thirteen~~ fourteen percent (~~13~~14%) of the employee's longevity pay.

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ARTICLE 25

LONGEVITY

SECTION 1. All employees covered by this CBA shall be eligible for Longevity benefits according to the following schedule; effective July 1, 2021 the Longevity benefit will begin on the fourth (4) year of service:

	Years of Service	Annual Longevity	Payday Longevity Pay	Hourly Longevity Pay
$150.00	4	$600.00	$23.08	$0.29
$150.00	5	$750.00	$28.85	$0.36
$150.00	6	$900.00	$34.62	$0.43
$150.00	7	$1,050.00	$40.38	$0.50
$150.00	8	$1,200.00	$46.15	$0.58
$150.00	9	$1,350.00	$51.92	$0.65
$150.00	10	$1,500.00	$57.69	$0.72
$150.00	11	$1,650.00	$63.46	$0.79
$150.00	12	$1,800.00	$69.23	$0.87
$150.00	13	$1,950.00	$75.00	$0.94
$150.00	14	$2,100.00	$80.77	$1.01
$150.00	15	$2,250.00	$86.54	$1.08
$150.00	16	$2,400.00	$92.31	$1.15
$150.00	17	$2,550.00	$98.08	$1.23
$150.00	18	$2,700.00	$103.85	$1.30
$150.00	19	$2,850.00	$109.62	$1.37
$150.00	20	$3,000.00	$115.38	$1.44
$150.00	21	$3,150.00	$121.15	$1.51
$150.00	22	$3,300.00	$126.92	$1.59
$150.00	23	$3,450.00	$132.69	$1.66
$150.00	24	$3,600.00	$138.46	$1.73
$150.00	25	$3,750.00	$144.23	$1.80

$150.00	26	$3,900.00	$150.00	$1.88
$150.00	27	$4,050.00	$155.77	$1.95
$150.00	28	$4,200.00	$161.54	$2.02
$150.00	29	$4,350.00	$167.31	$2.09
$150.00	30	$4,500.00	$173.08	$2.16

SECTION 2. This payment will be in addition to an employee's base pay.

SECTION 3. Whenever an employee is eligible for the next level of longevity, the higher level pay will begin and will be in conjunction with the date of hire with the City of Midwest City.

SECTION 4. Longevity does not go into effect until the beginning of the fourth (4^{th}) year of service as an officer and the maximum that can be received is at Thirty years of service as an officer. Longevity is calculated by taking $150.00 a year times the years of service and will be figured hourly and paid per pay period.

ARTICLE 26

RESIDENCY REQUIREMENTS

SECTION 1. Pursuant to Title 11, Oklahoma Statutes, Section 22-127, et seq., as amended, and the City of Midwest City Municipal Ordinances, police officers are not required to reside within the city limits of Midwest City.

SECTION 2. Since members of the bargaining unit are not required by Title 11, Oklahoma Statutes, section 22-127, et seq., as amended, and the City of Midwest City Municipal Ordinances, members of the bargaining unit shall maintain a current active cell phone and/or land line number for recall purposes. All such employees will be required to insure the Chief's secretary / administrative assistant has updated numbers. These numbers will be kept in confidence and with established policy.

SECTION 3. Members of the bargaining unit who do reside within the corporate boundaries of the City of Midwest City, provide required documentation to the Human Resources Director to substantiate residency, and agree to the terms and conditions of the program are eligible to receive the current residency incentive as set by the City Manager.

ARTICLE 27

GROUP HEALTH BENEFITS

SECTION 1. The Employer agrees to provide health, dental, vision and

hearing benefits coverage for employees.

SECTION 2. Effective July 1, 2024, employees covered by this Agreement and enrolled in the Health Plan ~~***Preferred***~~ ***Advantage Network*** shall pay $~~106.33~~115.45 premium per pay period for the employee's health benefit and $~~325.13~~345.88 for their dependent spouse, or $~~260.35~~275.39 for their dependent child(ren), or $~~389.06~~415.52 for all dependents within the employees family for health benefits. Employee and dependent dental, vision and hearing benefits will be provided at no cost to the employee.

Effective July 1, 2025, the above premium amounts shall be updated to correspond to the premium amounts established by the Life and Health Committee and approved by the City Council for that fiscal year~~ 2025-2026~~.

SECTION 3. If, during the term of this Agreement, the City Council approves an alternative health care program as an option to the City's health benefits plan, the City agrees to contribute to the optional program chosen by the employee an amount, equal to the City's contribution being paid by the City to the City's internally operated health benefits plan.

SECTION 4. The FOP president may appoint one member of the FOP as the FOP's representative to the Health Benefits Committee established by the City Manager. The local FOP president shall select said appointee for the entire period of this Agreement. Said appointee shall be a full voting member of the Health Benefits Committee.

SECTION 5. The Employer shall have the right to modify, alter or amend the Health Benefits Plan Document in whole or in part, provided, however, that no amendment shall diminish or eliminate any claim for any benefit to which a participant was entitled, prior to such amendment.

SECTION 6. The City shall provide life insurance for members of the Police Department with a basic benefit of ~~thirty~~ fifty thousand~~s~~ dollars ($~~30,000~~50,000) and a double indemnity benefit for accidental death in the amount of ~~sixty~~ one hundred thousand dollars ($~~60,000~~100,000).

SECTION 7. During the Contract year in the event that the Internal Revenue Service (IRS) issues any regulations or additional guidance that affects the Employee Health and Benefit Plan overall costs and/or premiums, the parties agree to reopen negotiations on Article 27 for the sole purpose of modification to the premium that is referenced in section two (2) and section three (3) of the article.

In the event of an increase to the Employee Health Plan and/or employee's premium and/or the dependent premium during the 2024-2025 contract year,

the city agrees to pay half of the cost with employee paying the remaining half.

ARTICLE 28

SAFETY AND HEALTH BOARD AND LABOR MANAGEMENT REVIEW

SECTION 1. There shall be established a Safety and Health Board.

A. Said Board shall have the responsibility of recommending safety and health needs to the Employer.

B. The membership of the Board shall be comprised of two members appointed by the FOP president and two members appointed by the Chief of Police. Said Board shall elect a chairperson from within their Board.

C. Said Board shall meet quarterly or at such times as deemed necessary by the Chief of Police or the FOP.

D. After each meeting of the Board, a written report shall be made and copies of it submitted to the Chief of Police, the City Manager and the FOP president.

E. The Chief of Police shall acknowledge receipt of the report from, said Board within ten (10) days and inform the Board in writing of any administrative action taken regarding the Board's recommendations.

SECTION 2. There shall be established a Labor Management Review Board.

A. Said Board shall be charged with reviewing accidents, shootings, grievances and other matters referred to it by the Chief of Police.

B. The membership of the Board shall be comprised of three members appointed by the Chief of Police or designee and three members appointed by the president of the FOP or designee. Members so appointed shall serve for a period of one year. The chairperson of the Board shall be the Human Resources Director or designee.

C. Said Board shall be convened upon order of the Chief of Police. Said Board shall conduct its business within the time span allotted by the convening order of the Chief of Police.

SECTION 3. General Provisions

A. Members of the Safety and Health Board and the Labor Management Review Board shall be granted time off without loss of pay to attend their Board meetings and to conduct investigations deemed necessary by the Chief of Police.

B. The FOP president and the Chief of Police shall each appoint alternate members in the event that their regularly appointed members are unable to serve.

C. In reviewing matters other than grievances referred by the Chief of Police, the Labor Management Review Board shall serve as a fact finding body; one fact of the situation being a determination of the appropriateness of the action taken by an individuals involved.

D. In reviewing a grievance, the Labor/Management Review Board shall review the appropriateness of the action which is the subject of the grievance and make recommendations to the Chief.

ARTICLE 29

PROMOTION POLICY AND PROCEDURES

SECTION 1. All employees shall be entitled, after meeting certain requirements, to a fair and equitable opportunity for advancement as established herein.

SECTION 2. It is the purpose of this procedure to assure all employees an equal opportunity to compete in promotional examinations that shall be free of favoritism, personalities and politics. The goal of this procedure is to select the most qualified individual available for the position in an organized and orderly manner.

SECTION 3. Testing will be administered by the Chief of Police or the Assistant Chief of Police in accordance with the Equal Employment Opportunity Commission guidelines and the Midwest City Affirmative Action Plan. All written tests questions administered in accordance with this Agreement shall be validated prior to competition.

SECTION 4. Sergeant

A. Eligibility.

1. Applicants shall be required to have been employed for a period of four (4) continuous years of service as a police officer with this department. Applicants will be allowed to test during the 30 days prior to his/her reaching their fourth (4) anniversary date. Upon successful completion of

the competency testing, the applicant shall be promoted to Sergeant once they reach their fourth (4) anniversary date. Applicants must not be on disciplinary probation or disciplinary suspension on the date of examination. Applicants must not have been reduced in grade for cause within the last twelve (12) months prior to the date of examination.

2. Advancement to the rank of Sergeant shall be made following the applicant successfully scoring seventy-five percent (75%) or better on a written test of "police officer" job skills, knowledge and abilities.

3. Applicants who do not successfully score seventy-five percent (75%) or better on the written test must wait a minimum of 90 days before they are eligible to re-test for the rank of Sergeant.

4. It shall be the responsibility of a police officer who has met the eligibility requirements cited in subsection 1 or 3 of this section to notify the Chief of Police, in writing, of his/her intention to take the written test.

SECTION 5. Lieutenant

A. Eligibility

Applicants shall be required to have held the rank of Sergeant for a period of one (1) continuous year. Applicants must not have been on disciplinary probation or disciplinary suspension or have been reduced in rank for just cause within the last twelve (12) months prior to the date of competition.

B. Written Examination

A written examination will be prepared by the Chief of Police or his designee. The Human Resource Director, Chief of Police or assessment facilitator and the FOP Representative shall meet prior to testing and review all test questions and answers. If any of the three representatives fail to agree upon a test question, it shall not be used. Only clear, direct questions requiring concise answers will be used. Neither trick nor ambiguous questions will be a part of the written test. The test should consist of at least one hundred (100) objective (multiple / true or false) job knowledge questions. Test questions must be obtained from materials available to all applicants, with a, list of these materials posted in

conspicuous places throughout the Police Department thirty (30) days prior to the date of examination.

Pass/fail on the written examination will be seventy five 75% of the highest score possible on the written examination. The top eight (8) candidates scoring seventy five percent (75%) or more of the highest score possible on the written test will qualify to compete in the assessment process. In the event of a tie for the eighth position, all officers tied for that position will be permitted to compete in the, assessment process. The written test shall be weighted by the Chief of Police prior to testing and be included in the candidates' final score.

Grading of written examinations will consist of: The Human Resources Director will appoint a representative who shall grade the written examinations with the assistance of the designated Fraternal Order of Police observer and Chief of Police designee. Immediately following the grading and prior to the posting of the scores, all candidates will review the test together with the Human Resource Director or representative by use of an overhead projector or power point presentation. At that time, if the validity of any question is raised, the Human Resource Director Representative, the Labor Representative and the Assessment Facilitator for Management will determine whether or not the question will be counted. All grievances concerning the written test shall be filed prior to the meeting being adjourned. Any grievance will be filed with the City Manager. If a grievance is not filed, the written test scores will stand.

C. Assessment Board

The Chief of Police shall establish a board consisting of four (4) members of the rank of Lieutenant or above. All assessors will be from police Departments comparable in size to the Midwest City Police Department or larger departments. One (1) of the assessors shall be from the Midwest City Police Department, struck from a list of the eligible personnel, with the first to strike a name being determined by a coin toss.

The competitive assessment shall be designed by management to address the particular needs identified by management. The eligibility of each assessor to serve on the board shall be determined by the Human Resources Director.

D. Personnel File Review Process

Each of the top eight (8) Candidates scoring seventy five (75%) or higher on the written examination shall who appear before the assessors at which time his/her personnel or 201 file covering the past three years shall be presented, in a brief synopsis, by the Human Resources Director or designee for the review of the assessment panel.

The candidate will be present during their review process and will be given the opportunity to clarify (up to two minutes) or correct any material/information presented to the Board.

The 201 review will be considered by the assessors in determining the final assessment ranking.

This shall be the final exercise of the assessment process.

E. Selection.

The selection of Lieutenant shall be made by the Chief of Police as outlined in Section 8.

F. Shift III officers who are among the top ~~12~~ 8 candidates, and are on the regular work cycle will be allowed to take personal leave off duty with pay immediately prior to each day of the assessment. This does not include the written test.

SECTION 6. Captain

The position of Captain shall be filled by appointment by the Chief of Police from the rank of Lieutenant from the Midwest City Police Department, with the process designed by the Chief to meet the needs of the department.

SECTION 7. Major

The position of Major shall be filled by appointment by the Chief of Police from the rank of Captain from the Midwest City Police Department, with the process designed by the Chief to meet the needs of the department.

SECTION 8. Selection

The assessors will confer and develop a written consensus report identifying the top candidate, specifically addressing the skills, knowledge and abilities demonstrated by that individual during the assessment process. The top Sergeant candidate, as determined by the

assessors, shall be the individual promoted to the vacant position.

SECTION 9. Applicant Rights and Responsibilities

A. If the applicant believes the procedures outlined herein have been violated, the individual may present a grievance on this issue to the Chief of Police.

Such appeal must be made within three (3) ~~working~~ business days following completion of the assessment process.

B. A member of the Fraternal Order of Police shall be named by the FOP to act as an observer during the promotion process, except that the observer will not be present during the preparation of the assessment process and during the personal interview portion of the assessment board. He shall be afforded the opportunity to verify the process immediately prior to the review of applicants. The observer shall carry out the following duties:

1. Review the eligibility list to insure all individuals meet the requirements according to the current contract.

2. Shall be present during the administering and grading of the written test and monitor the same.

3. Shall be present during the assessment process and monitor the same, excluding individual interviews.

4. Report any and all irregularities, immediately, to the Fraternal Order of Police president, Human Resources Director and Chief of Police.

5. Observe the same rules of confidentiality that apply to members of the Promotion Review Board.

C. The Human Resources Director or designee shall be present at each step in the assessment process as an observer.

D. Each applicant is entitled to review his/her individual final results, including the written test results, with the Human Resources Director.

E. Written examinations and Promotion Review Boards shall not exceed eight (8) hours in a given day.

F. Applicants shall be notified of the selection following the expiration of the grievance period outlined in Section 9(A) of this article.

SECTION 10. Special Circumstances

During the application of this promotion system, special circumstances may arise. The following shall be used as guidelines for pertinent situations:

A. In the event of a change in job title only, a similar change of title shall be made in the promotional procedures.

B. Should a totally new position in the rank structure become available, then this position will be filled as nearly as possible in accordance with the procedures set out in this system. This new position will then be written into this system following the basic procedures contained herein.

C. At no time will only one person be eligible for a position if three or more people would be eligible except for time-in-grade. A staff decision will be made as to how many or who will be eligible. At all times, the general provisions will be adhered to as closely as possible.

D. When new positions in the rank structure are created, then time-in-grade requirements will be waived until the position has been filled for the requisite time for advancement to the next higher position, when an adequate number of applicants are not eligible within the department.

E. If, during the promotional process, there is a dispute about any of these sections or provisions in this promotion procedure, then all such disputes will be settled by a staff decision.

SECTION 11. Integrity of Promotional Process

A. All aspects of this promotional process, with particular attention to questions and answers of the written examinations, and assessment procedures, shall be maintained in the strictest confidence and this information provided on "need to know" basis only.

B. Any employee, regardless of rank or status, who is determined to violate this section shall be subject to disciplinary action as provided by the Police Department disciplinary policies.

SECTION 12. Promotional Eligibility List

A. Upon the completion of the promotional process for the ranks of ~~Sergeant~~Lieutenant, the department will establish and maintain a final ranking eligibility list, in descending order, of those candidates who successfully complete the assessment process, but were not the top performer. This list will be maintained for a period of twelve (12) months from the date of the completion of the assessment process.

B. In the event that another opening in the rank of Sergeant comes open during that twelve (12) month period, the Employer agrees to promote the top person on the promotional eligibility list for that particular rank. Any person who is on the eligibility list (list maintained for twelve months) who has been placed on disciplinary probation or disciplinary suspension or has been reduced in rank for just cause during his/her eligibility period shall not be promoted. If, for any reason, the top person on the promotional eligibility list declines the offer of a promotion, the next on the list shall be offered the promotion. If the top person on the promotional eligibility list declines a promotion, he/she shall remain the top person for the remainder of the term of the eligibility list.

C. If more than one opening becomes available in that rank during that twelve (12) month period, then those positions would be filled from the descending order from the promotional eligibility list for that particular rank.

D. On the tenth day following a vacancy, a notice will be posted announcing the vacancy and listing the study materials. The date of this posting shall determine the eligibility of any applicant for the vacancy and promotional eligibility list. Any vacancy occurring during the term of the current promotional eligibility list will be filled from that list.

ARTICLE 30

EDUCATION INCENTIVE PAY

SECTION 1. The Employer recognizes the benefits of improved employee performance and organizational effectiveness through continuing education. To assist the employee in achieving this improved performance the Employer agrees to allow the members of the bargaining unit to participate in the City's Tuition Reimbursement Program effective July 1, 2000. If the employee decides to participate in the tuition

Reimbursement Program he/she will not be able to receive the College Incentive pay as outlined below. If the employee currently holds a degree and wishes to participate in the Tuition Reimbursement Program, he/she will not be eligible to receive the College Incentive pay at the next degree when completed.

SECTION 2. The Human Resources Director (or designee) and the president of FOP Lodge #127 (or designee) shall develop and post a list of Associate level degrees, Bachelor level degrees and Masters level degrees offered by or recognized by the Higher Education System of the State of Oklahoma that this committee has determined to be directly job related or of benefit to both the employee and the City. In the event a degree program is disputed by members of this committee, the City Manager shall decide the applicability of the degree program.

SECTION 3. Payment for attaining such a recognized degree or CLEET Certification shall be as follows:

Intermediate CLEET Cert.	$50.00 per pay period
Advance CLEET Cert.	$60.00 per pay period
Associate Degree	$70.00 per pay period
Bachelors Degree	$80.00 per pay period
Masters Degree	$90.00 per pay period

If an Officer holds multiple dergree(s) and/or CLEET certifications, the Officer shall receive the incentive for the highest held degree or CLEET certification, payment shall be included in the employee's base pay and paid per regular pay period.

SECTION 4. The employee shall furnish a certified college transcript to the Personnel Department to be included in the employee's 201 file that indicates the award of said degree.

SECTION 5. All members of the bargaining unit employed prior to July 7, 1988 with college degrees accepted by the Higher Education System of the State of Oklahoma shall be compensated for such degree, regardless of program, by the terms of this article. All employees hired after July 1, 2002, submitting degrees for incentive pay must be approved as a "police related" degree determined by the Police Chief and FOP President.

SECTION 6. Payment shall be made solely on the highest degree attained.

ARTICLE 31

BULLETIN BOARD

SECTION 1. The City agrees to provide space for a reasonable number of bulletin boards for the posting of FOP informational notices. Such notices shall contain no political advertisement, slanderous or inflammatory matter, as these terms are commonly defined in this community.

Acceptable use of the bulletin board would include:

A. Recreational and social affairs of the FOP.
B. FOP meetings
C. FOP elections
D. Reports of FOP committees
E. Rules or policies of the FOP
F. Other notices as approved for posting by the Human Resources Director.

SECTION 2. The Employer reserves the right to remove any material from such bulletin boards which, in its opinion, does not conform to the purpose of this article.

SECTION 3. Only designated bulletin boards shall be used for posting any material on City property.

SECTION 4. The FOP president shall be the responsible party for posting all information on the bulletin board and material to be posted should be dated and materials shall be removed in a timely manner by the FOP president.

ARTICLE 32

DRUG FREE WORKPLACE ACT

The City will implement and conform to Public Law 100-690, The Drug Free Workplace Act of 1988. In accordance with the Act the City will:

- Publish and distribute to workers a policy prohibiting illegal drugs in the workplace;
- Provide each employee a copy of the above policy;
- Establish "drug free awareness programs" to inform employees about the dangers of drug use in performance of their jobs; the penalties for using them at work; and the availability of drug- counseling programs;
- Require employees to notify the Employer if they are convicted of any drug related crime;
- Punish convicted employees for drug violations or require their successful completion of a drug rehabilitation program.

ARTICLE 33

HEALTH PHYSICAL

SECTION 1. The Employer agrees to provide at no cost to the employee a voluntary physical examination at;

Every 5 Yrs. For employees at age 21-39

Every 4 Yrs for employees at age 40-49
Every 3 Yrs. For employees at age 50+

- Medical History
- Physical Exam
- Audiometric Testing
- Comprehensive Metabolic Panel (14) to include CBC and Lipid Battery (chemistry profile)
- 12 Lead EKG and Exercise Treadmill Test
- ~~Digital Prostate Exam and PSA (if over 40)~~
- Chest and spine X-ray at Employees Discretion
- Lumbar-sacral spine X-ray at Employees Discretion
- Hepatitis B and C Antibody Screening
- HIV Screening
- Pulmonary Function Exam
- Testicular exam for all male employees regardless of age
- Breast exam for all female employees regardless of age
- ~~TDAP Immunization~~
- ~~MMR Booster at the employees discretion~~
- Calcium Scoring Test for all employees over 40 Yrs. ~~Of~~ of age after exam is completed
- Hemoccult Testing

SECTION 2. Only the employee shall each receive a copy of the results of the medical evaluation.

SECTION 3. The physical examination will be administered during the employee's anniversary month.

SECTION 4. The examination shall be done with pay at a straight-time rate.

ARTICLE 34

UNIFORM PROCUREMENT

SECTION 1. The procurement of new uniforms will be the sole responsibility of the Officer. Officers will be responsible for upkeep of their equipment and uniforms as outlined in Police Department Policy.

SECTION 2. Duty uniforms shall be of a type and color approved by management and readily available from local vendors.

SECTION 3. The Employer agrees to provide each employee any additional uniform item required with the exception of uniform items currently provided by each employee, i.e. leather/web gear, footwear and handguns. The Employer further agrees that, in the event it makes the administrative decision to substantially change the type or color of the

required duty uniform, it will provide the initial issue of the new uniform to the employees covered by this Agreement.

SECTION 4. The Employer agrees to purchase (1) pair of Motorcycle pants per physical year for officers assigned as Motorcycle Officers, beginning with the officer's assignment to the Motorcycle and each anniversary year thereafter. The employer further agrees to purchase (1) pair of approved Motorcycle boots for each Motorcycle Officer every two years (2) beginning with the officer's assignment to the Motorcycle and each anniversary year thereafter.

SECTION 5. The Employer shall repair or replace with like kind and quality timepieces, duty gear, Cell Phones, and garments damaged or destroyed in the line of duty up to a maximum of three hundred and twenty five dollars ($325.00) per incident.

SECTION 6. The Employer agrees to replace prescription eyeglasses or contact lenses damaged or destroyed in the line of duty at full value, up to three hundred and twenty five dollars ($325.00).

SECTION 7. An employee who accepts an assignment in the Investigations Division shall receive a one-time payment of $350.00 upon being assigned. The payment shall be used to purchase required clothing items, allowing the employee to meet the dress code of that department. This section shall apply to any and all employees who are currently assigned and have not been compensated.

An employee who returns to Patrol Division assignment from the Investigations Division shall receive a one-time payment of $350.00 upon being assigned. The payment shall be used to purchase required clothing items, allowing the employee to meet the dress code of the Patrol Division. This section shall apply to any and all employees who are currently assigned and have not been compensated.

ARTICLE 35

PUBLICATION OF COLLECTIVE BARGAINING AGREEMENT

SECTION 1. The Employer agrees to provide the Union an electronic copy of the Collective Bargaining Agreement (CBA) on a CD or Thumb drive, and a "Read Only" PDF to be sent to the FOP President each year at no cost to the Union. The FOP agrees to distribute to each of the unit's members an electronic copy of the CBA each year.

NOTE: the City agrees to provide no more than ten (10) printed copies of the CBA to the FOP at no cost.

ARTICLE 36

LIEUTENANT/CAPTAIN ASSIGNMENT

SECTION 1. Lieutenants and Captains shift assignments and duty assignments shall be for a minimum of twenty-four (24) months.

During the minimum time of the assignment, by mutual agreement of the affected officer and the Chief of Police, the time period may be set aside and the affected officer moved.

ARTICLE 37

SUBSTANCE ABUSE PROGRAM

SECTION 1. The Fraternal Order of Police, Lodge 127 recognizes the City's right and responsibilities to administer the City's Abuse Policy in accordance with state and Federal guidelines.

ARTICLE 38

SAVINGS CLAUSE

SECTION 1. If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 2. If any provision of this Agreement conflicts with a provision of the Merit System, or other personnel provisions of the City of Midwest City then, and in that event, the language of this contract shall have precedence and control.

ARTICLE 39

POLICE OFFICER RETIREMENT

Section 1. The City of Midwest City wishes to recognize and honor those officers who have honorably served twenty (20) years of continuous service to the citizens of Midwest City and the Midwest City Police Department by giving to the officer upon retirement their issued service weapon. This will occur when an officer retires in good standing, and pursuant to the requirements of the Oklahoma Police Pension and Retirement System.

Section 2. Employees covered by this agreement understand that this is a "Fringe Benefit," under the IRS Regulations, and therefore the fair market value of said service weapon is considered taxable.

Intentionally Left Blank

CONCLUSION

It is understood by the parties to this Agreement that the foregoing is an amendment of its terms and conditions during the contract period and it cannot be altered in any manner, except in accordance with Article 7, Section 1.

IN WITNESS WHEREOF, the parties set their hand this on the ~~27th~~ 23rd day of ~~August, 2024~~September, 2025

CITY OF MIDWEST CITY

_____
Matthew D. Dukes II Mayor

_____
CITY CLERK

CORPORATE NEGOTIATOR
MIDWEST CITY FRATERNAL ORDER OF POLICE, LODGE #127

_____

PRESIDENT

CORPORATE NEGOTIATOR
CITY OF MIDWEST CITY

_____
HUMAN RESOURCES DIRECTOR

APPROVED AS TO FORM this the ~~27th~~ 23rd day of ~~August, 2024~~September, 2025

_____
CITY ATTORNEY

ADDENDUM A
MIDWEST CITY POLICE PAY SCALE
EFFECTIVE JULY 1, 2025
(3.0% Increase for Fiscal Year 2025/2026)

	A	B	C	D	E	F	G	H	I	J	K
Officer	1	2	3	4	5	6	7	8	9	10	11
Yearly	61,938.47	63,796.63	65,710.52	67,681.84	69,712.30	71,803.66					
Payday	2,382.25	2,453.72	2,527.33	2,603.15	2,681.24	2,761.68					
Hour	29.7781	30.6715	31.5916	32.5393	33.5155	34.5210					
Sgt.											
Yearly	73,957.77	76,176.51	78,461.80	80,815.66	83,240.13	85,737.33	88,309.45	90,958.73	93,687.50	96,498.12	99,393.06
Payday	2,844.53	2,929.87	3,017.76	3,108.29	3,201.54	3,297.59	3,396.52	3,498.41	3,603.37	3,711.47	3,822.81
Hour	35.5566	36.6233	37.7220	38.8537	40.0193	41.2199	42.4565	43.7302	45.0421	46.3933	47.7851
Lt.											
Yearly	102,374.86	105,446.10	108,609.48	111,867.77							
Payday	3,937.49	4,055.62	4,177.29	4,302.61							
Hour	49.2187	50.6952	52.2161	53.7826							
Capt.											
Yearly	115,223.80	118,680.52	122,240.93	125,908.16							
Payday	4,431.68	4,564.64	4,701.57	4,842.62							
Hour	55.3961	57.0579	58.7697	60.5328							
Maj.											
Yearly	129,685.40	133,575.97	137,583.25								
Payday	4,987.90	5,137.54	5,291.66								
Hour	62.3488	64.2192	66.1458								

Community Development Department

100 N. Midwest Blvd, Midwest City, OK

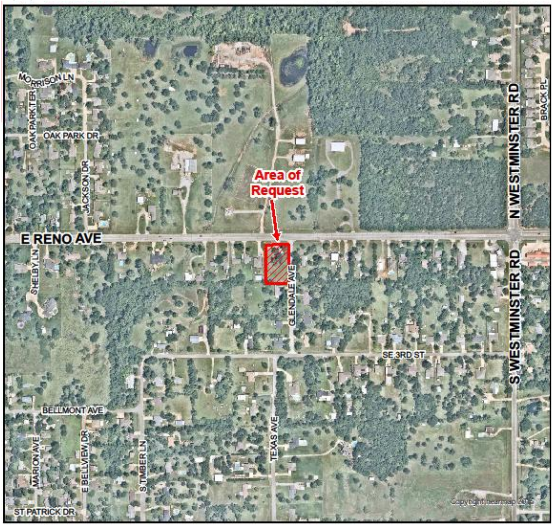
To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: September 23, 2025

Subject: (MP-00025) Public hearing, discussion, consideration, and possible action to approve a Minor Plat of Pointon's Glendale Additions for the property located at 10624 & 10628 E. Reno Avenue, Midwest City, Oklahoma.

Executive Summary: The Applicant is requesting approval of their minor plat that proposes the subject property to be split into five (5) lots.



The subject property currently is platted as two (2) lots, and the Applicant is proposing a minor plat to create five (5) residential lots within a total of 0.86 acres more or less.

Staff performed their standard review of the minor plat and it is consistent with all applicable zoning requirements for the property and all other applicable requirements of the Subdivision Ordinance.

If approved, all five (5) lots shall observe the development regulations outlined in the R-6, Single-Family Detached Residential District.

Development is subject to formal site plan review when building permits are pulled.

Both state and local notification requirements were met. Staff received one call inquiring about the nature of the application, with no opinion expressed in favor or opposition to the proposal.

At the public hearing before the Planning Commission, there were no comments in support or opposition to this application. The Planning Commission unanimously recommend approval of this item.

Action is at the discretion of the Council.

Dates of Hearing:
Planning Commission- September 2, 2025
City Council- September 23, 2025

Date of Pre-Application Meeting: February 4, 2025

Date of Site Plan Review Team Meeting: July 22, 2025

Council Ward: Ward 6, Rick Favors

Owner: Anthony Lipscomb (Pheonix Renovations, LLC)

Applicant: Anthony Lipscomb (Pheonix Renovations, LLC)

Size: Contains an area of 0.86 acres MOL

Zoning Districts:

Area of Request:	R-6
North:	R-6
South:	R-6
East:	R-6
West:	R-6

Land Use:

Area of Request:	Single-Family Residential
North:	Agricultural
South:	Single-Family Residential
East:	Single-Family Residential
West:	Single-Family Residential

Municipal Code Citation:

Sec. 38-20 – Minor Plat

Sec. 38-20.1. Purpose.

The purpose of a minor plat is to provide a limited means for simple land division under certain circumstances, which result in minimal lot creation.

In circumstances where no new interior public or private roads are created to serve the subdivision, then a minor plat may be suitable as an instrument to subdivide one (1) lot into five (5) or fewer lots.

Minor plats are intended to ensure the future growth and development of the entire city by ensuring new development does not hinder the provision of public facilities and services to neighboring and nearby properties.

Sec. 38-20.2. Applicability.

An application for approval of a minor plat may be filed when all of the following circumstances apply. Minor plat circumstances.

(1) The proposed division results in five (5) or fewer lots;

(2) All lots in the proposed subdivision front onto an existing public or approved private street and the construction or extension of a street or alley is not required to meet these Subdivision Ordinance requirements;

(3) All lots meet the zoning ordinance area regulations and standards (minimum frontage, etc.); and

(4) The plat does not require new interior public or private roads to serve the subdivision.

Sec. 38-20.5. Review and approval process.

(a) Review action and approval action—Same as final plat. The review and approval processes for a minor plat shall be the same as the review and approval processes for a final plat per section 38-19.

(b) Minor plat review criteria. The following criteria shall be used to determine whether the application for a minor plat shall be approved, approved with conditions, or denied:

(1) The minor plat is consistent with all zoning requirements for the property (if applicable), and all other requirements of this Subdivision Ordinance that apply to the minor plat;
(2) All lots to be created by the minor plat already are adequately served by improved public street access and by all required city utilities and services and by alleys, if applicable;
(3) The ownership, maintenance and allowed uses of all designated easements have been stated on the minor plat; and
(4) The plat does not require new interior public or private roads to serve the subdivision.

History:

1. This property was platted as part of the Pointon's Glendale Addition in 1951.

Next Steps:

If Council approves this rezone, the applicant will need to file the plat with all required signatures with Oklahoma County, then provide the City a copy of the filed plat (digital). After filed copy is received, new construction building permits can be pulled.

Staff Comments-

There are construction requirement references made in the Engineering, Fire Marshal, and Public Works portions of this report. The intent of the Municipal Code is to directly involve the applicant in continued community development activities such as extending public sewer and water and making street improvements, for examples. This is a minor plat application and the construction references are provided to make the applicant and subsequent developers of this property aware of their applicability as they relate to the future development or redevelopment of this property.

Engineering Staff Comments:

Water Supply and Distribution

There's a public water main bordering the proposed area of request. A twelve (12) inch line extends along the north side of East Reno Avenue across the frontage of the north side of the proposed plat. Extension of a public water main across the frontage of Glendale Avenue and looping it to the existing system is a requirement prior to the filing of the plat. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There's a public sewer main bordering the proposed area of request. A twelve (12) inch line extends along the north side of East Reno Avenue across the frontage of the north side of the proposed plat. Extension of a public sewer main to provide service to every proposed lot on the site is a requirement prior to the filing of the plat. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request exists off of East Reno Avenue and Glendale Avenue. Public road and sidewalk improvements are not required as part of this application. Sidewalk will be required as part of any new building permit.

Drainage and Flood Control, Wetlands, and Sediment Control
The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application.

Easements and Right-of-Way
A twenty five (25) foot sight triangle at the intersection is required with this application.

Fire Marshal's Comments:
Compliance with MWC Ordinance Chapter 15 is required. No further comments at this time.

Planning Division:
Staff met with the applicant on February 4, 2025 for a pre-application meeting. On July 22, 2025, a Site Plan Review Team meeting was held, and representatives from the following departments were present: Planning & Zoning, Engineering, Line Maintenance, Sanitation, and Fire Marshal's Office.

This minor plat proposes to subdivide the subject into five (5) lots.

If approved, all five (5) lots shall observe the development regulations outlined in the R-6, Single-Family Detached Residential District, including, but not limited to:

Sec. 38-20.5. Review and approval process.

(a) Review action and approval action—Same as final plat. The review and approval processes for a minor plat shall be the same as the review and approval processes for a final plat per section 38-19.

(b) Minor plat review criteria. The following criteria shall be used to determine whether the application for a minor plat shall be approved, approved with conditions, or denied (staff comments in bold):
(1) The minor plat is consistent with all zoning requirements for the property (if applicable), and all other requirements of this Subdivision Ordinance that apply to the minor plat;
- The minor plat is consistent with all applicable zoning and subdivision requirements.

(2) All lots to be created by the minor plat already are adequately served by improved public street access and by all required city utilities and services and by alleys, if applicable;
- The created lots will be adequately served by utilities after the water line and sewer line is extended. Refer to the Engineering staff comments.

(3) The ownership, maintenance and allowed uses of all designated easements have been stated on the minor plat; and
- The minor plat states all applicable of the above-mentioned.

(4) The plat does not require new interior public or private roads to serve the subdivision.
- The plat does not require new interior public or private roads to serve the subdivision.

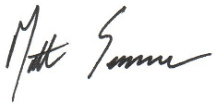
Planning Commission recommend approval of this item conditioned upon the completion of the required utility extensions.

Action is at the discretion of the Council.

Action Required:
Approve or reject the Minor Plat of Pointon's Glendale Additions for the property noted herein, subject to staff comments as found in the September 23, 2025 Council agenda packet and made part of the MP-25 file.

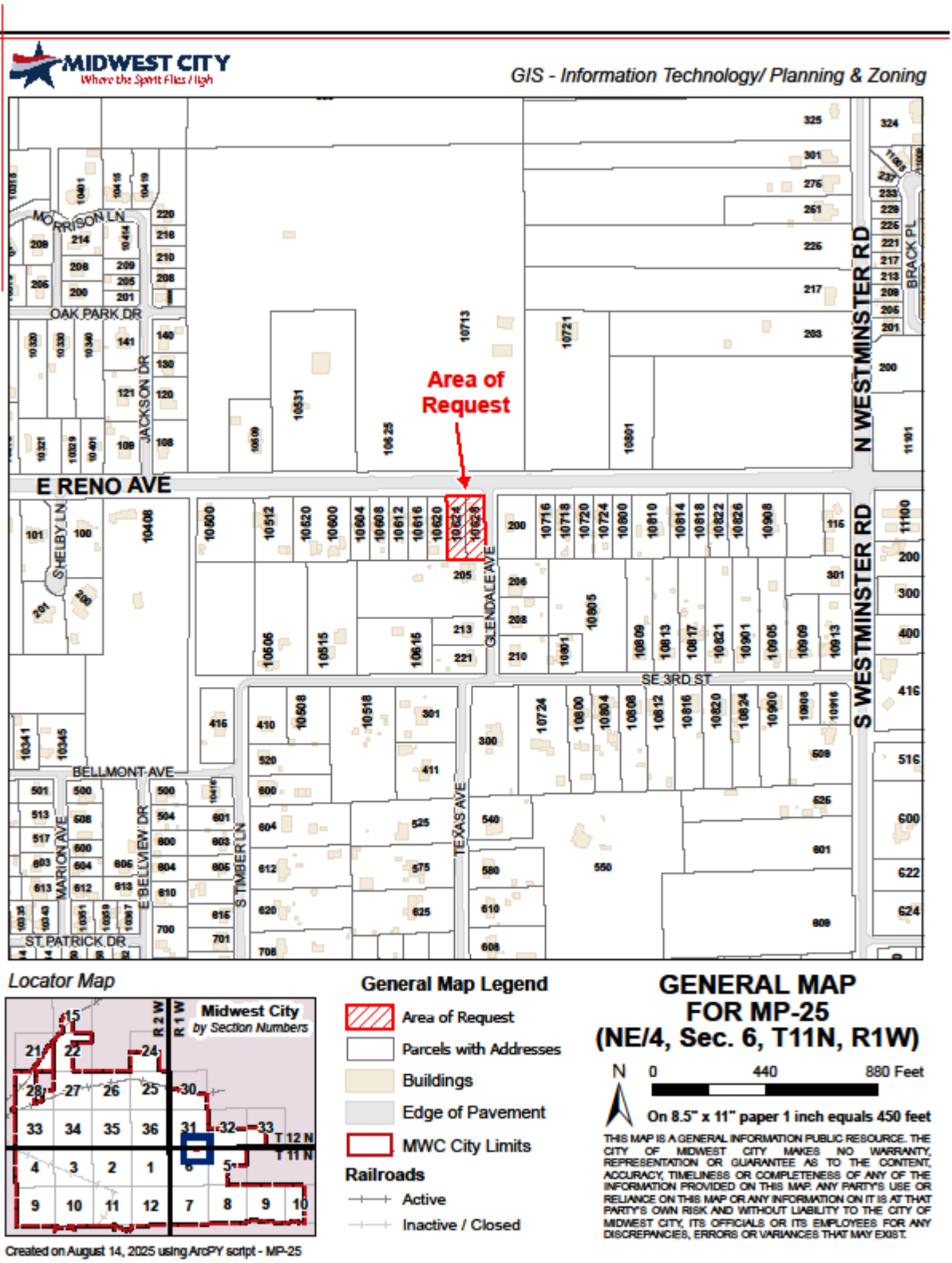
Suggested Motion:
"To approve the Minor Plat of Pointon's Glendale Additions for the property noted herein, subject to staff comments and conditioned upon the completion of the required utility extensions as found in the September 23, 2025, Council agenda packet and made part of the MP-25 file."

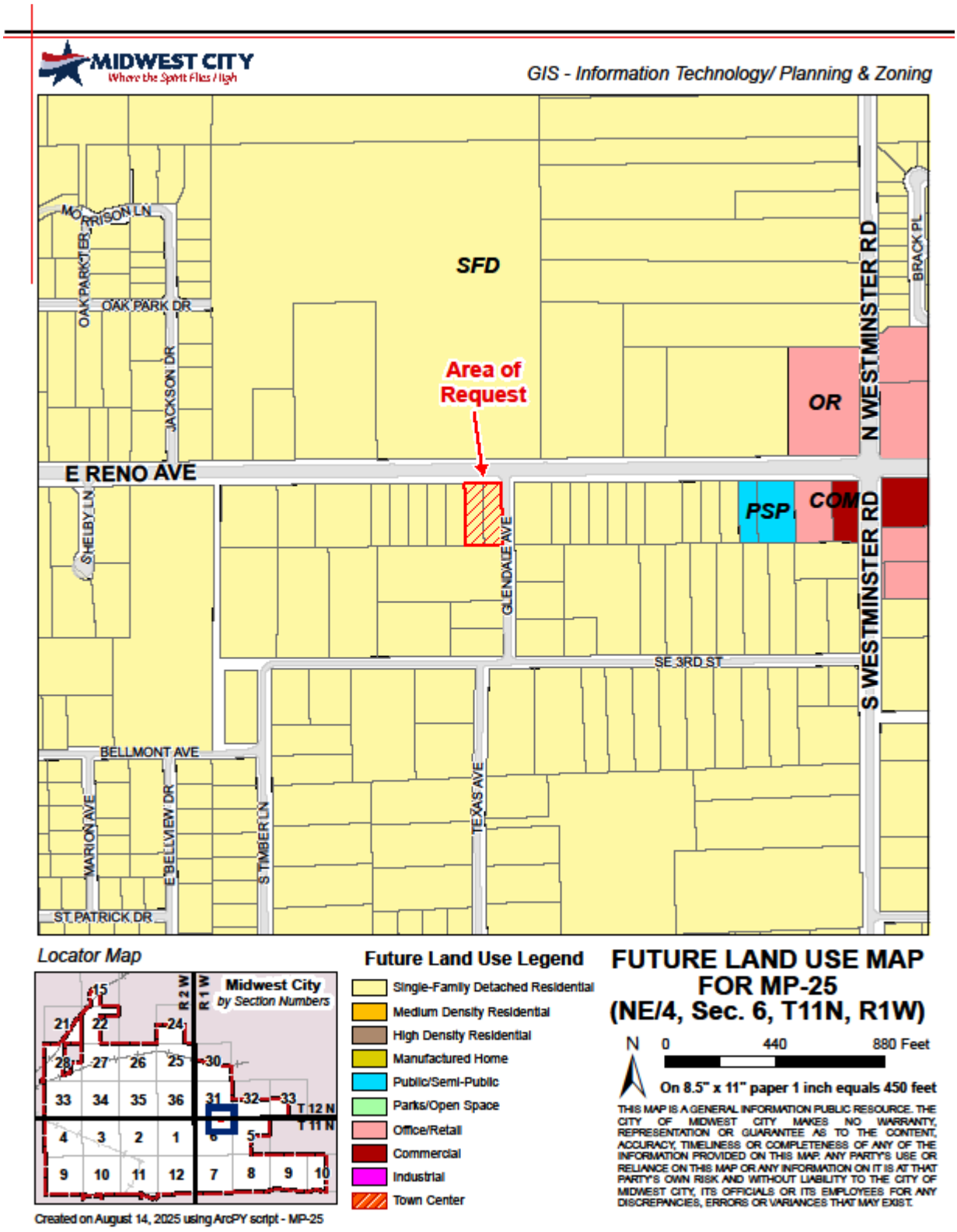
Please feel free to contact my office at (405) 739-1220 with any questions.



Matt Summers, AICP

Community Development Director


MIDWEST CITY
Where the Spirit Flies High
GIS - Information Technology/ Planning & Zoning
Area of Request
E RENO AVE
N WESTMINSTER RD
S WESTMINSTER RD
MORRISON LN
OAK PARK DR
JACKSON DR
SHELBY LN
GLENDALE AVE
SE 3RD ST
BELLMONT AVE
MARION AVE
E BELLVIEW DR
TIMBER LN
TEXAS AVE
ST PATRICK DR
BRACK PL
Locator Map
Midwest City
by Section Numbers
R 2 W
R 1 W
T 12 N
T 11 N
Created on August 14, 2025 using ArcPY script - MP-25
General Map Legend
Area of Request
Parcels with Addresses
Buildings
Edge of Pavement
MWC City Limits
Railroads
Active
Inactive / Closed
GENERAL MAP
FOR MP-25
(NE/4, Sec. 6, T11N, R1W)
N
0
440
880 Feet
On 8.5" x 11" paper 1 inch equals 450 feet
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.


MIDWEST CITY
Where the Spirit Flies High
GIS - Information Technology/ Planning & Zoning
SFD
OR
PSP
COM
Area of Request
E RENO AVE
N WESTMINSTER RD
S WESTMINSTER RD
MORRISON LN
OAK PARK TER
OAK PARK DR
JACKSON DR
BRACK PL
SHELBY LN
GLENDALE AVE
SE 3RD ST
BELLMONT AVE
MARION AVE
E BELLVIEW DR
S TIMBER LN
TEXAS AVE
ST PATRICK DR
Locator Map
Midwest City
by Section Numbers
R 2 W
R 1 W
T 12 N
T 11 N
Created on August 14, 2025 using ArcPY script - MP-25
Future Land Use Legend
Single-Family Detached Residential
Medium Density Residential
High Density Residential
Manufactured Home
Public/Semi-Public
Parks/Open Space
Office/Retail
Commercial
Industrial
Town Center
FUTURE LAND USE MAP
FOR MP-25
(NE/4, Sec. 6, T11N, R1W)
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440
880 Feet
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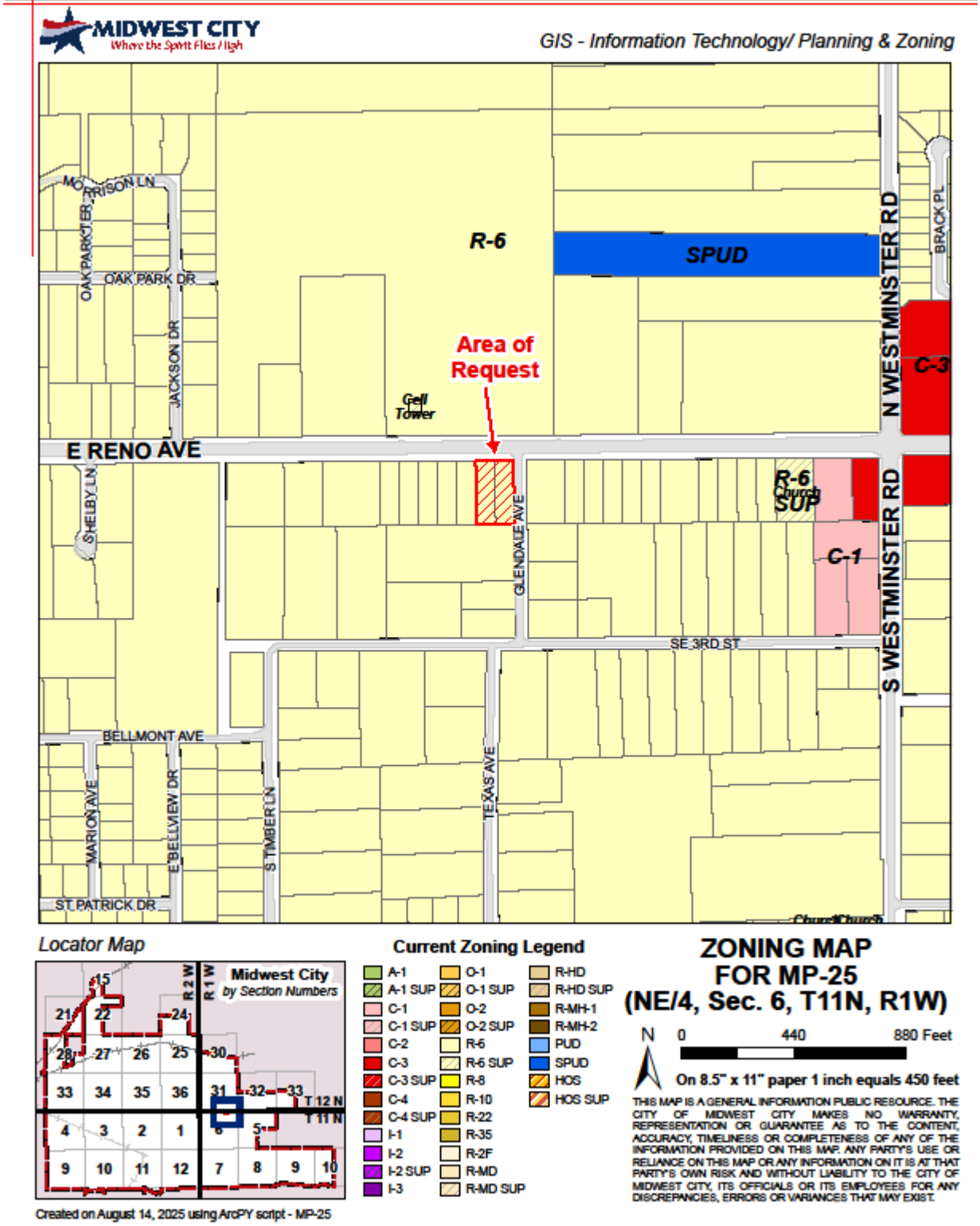
MIDWEST CITY
Where the Spirit Flies High
GIS - Information Technology/ Planning & Zoning
R-6
SPUD
C-3
Area of Request
Cell Tower
E RENO AVE
N WESTMINSTER RD
S WESTMINSTER RD
R-6 Church SUP
C-1
SE 3RD ST
BELLMONT AVE
MORRISON LN
OAK PARK TER
OAK PARK DR
JACKSON DR
SHELBY LN
GLENDALE AVE
BRACK PL
MARION AVE
E BELLVIEW DR
S TIMBER LN
TEXAS AVE
ST PATRICK DR
Locator Map
Midwest City
by Section Numbers
R 2 W
R 1 W
T 12 N
T 11 N
Created on August 14, 2025 using ArcPY script - MP-25
Current Zoning Legend
A-1
A-1 SUP
C-1
C-1 SUP
C-2
C-3
C-3 SUP
C-4
C-4 SUP
I-1
I-2
I-2 SUP
I-3
O-1
O-1 SUP
O-2
O-2 SUP
R-6
R-6 SUP
R-8
R-10
R-22
R-35
R-2F
R-MD
R-MD SUP
R-HD
R-HD SUP
R-MH-1
R-MH-2
PUD
SPUD
HOS
HOS SUP
ZONING MAP
FOR MP-25
(NE/4, Sec. 6, T11N, R1W)
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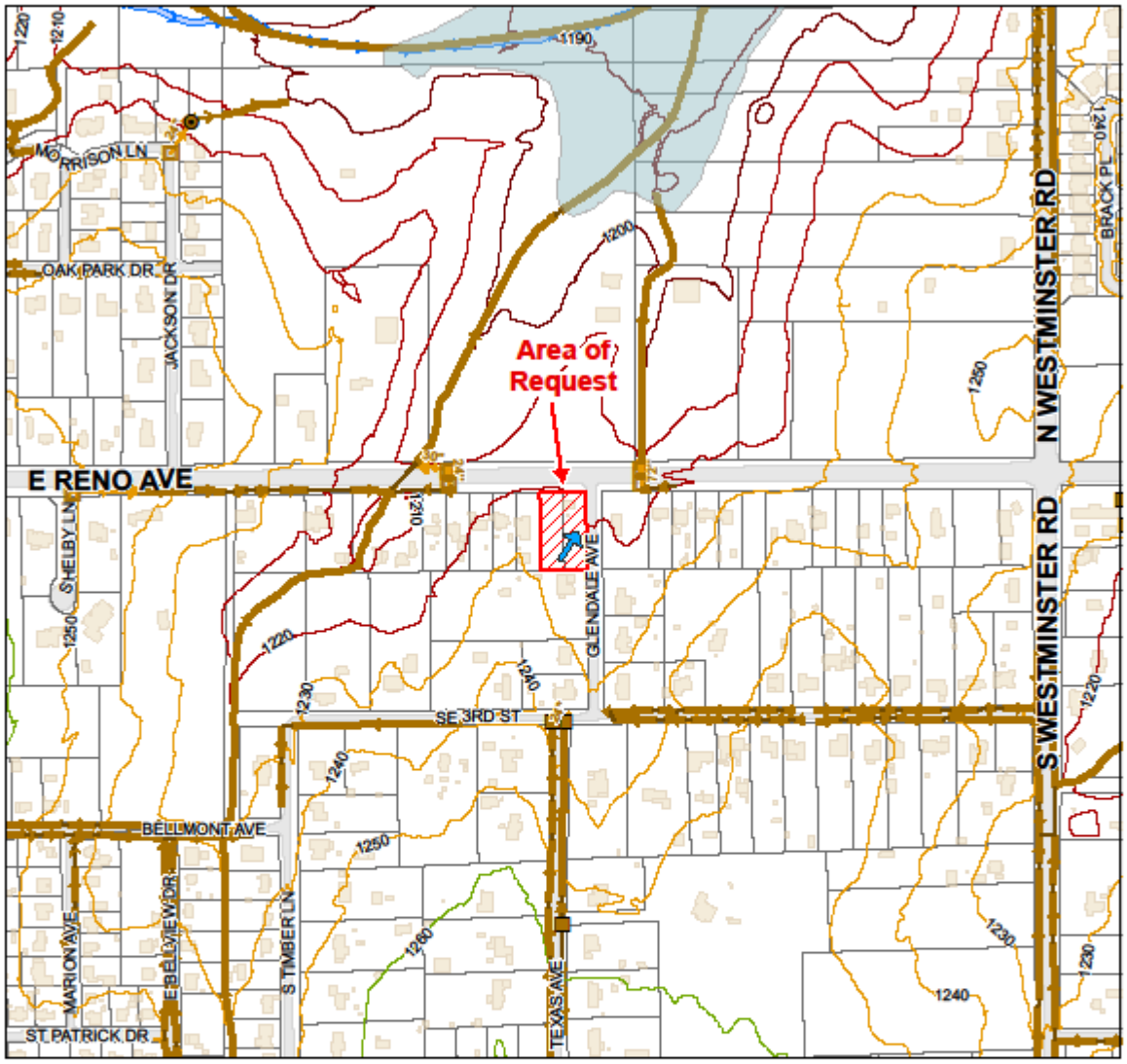
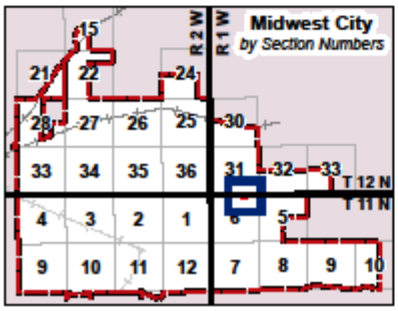
MIDWEST CITY
Where the Spirit Flies High

GIS - Information Technology/ Planning & Zoning



Locator Map



Created on August 14, 2025 using ArcPY script - MP-25

Drainage Legend

- Curb Inlets
- Inlets
- Junction Box
- Culverts
- Flumes
- Developed Channels
- Trickle Channels
- Undeveloped Channels
- Storm Lines
- Creeks

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- Floodway

Contours

- 1166-1204 ft
- 1204-1228 ft
- 1228-1250 ft
- 1250-1278 ft
- 1278-1324 ft

Slope

- <2"
- 3-5"
- 6-10"
- 11-20"

DRAINAGE MAP FOR MP-25 (SE/4, Sec 6, T11N, R1W)

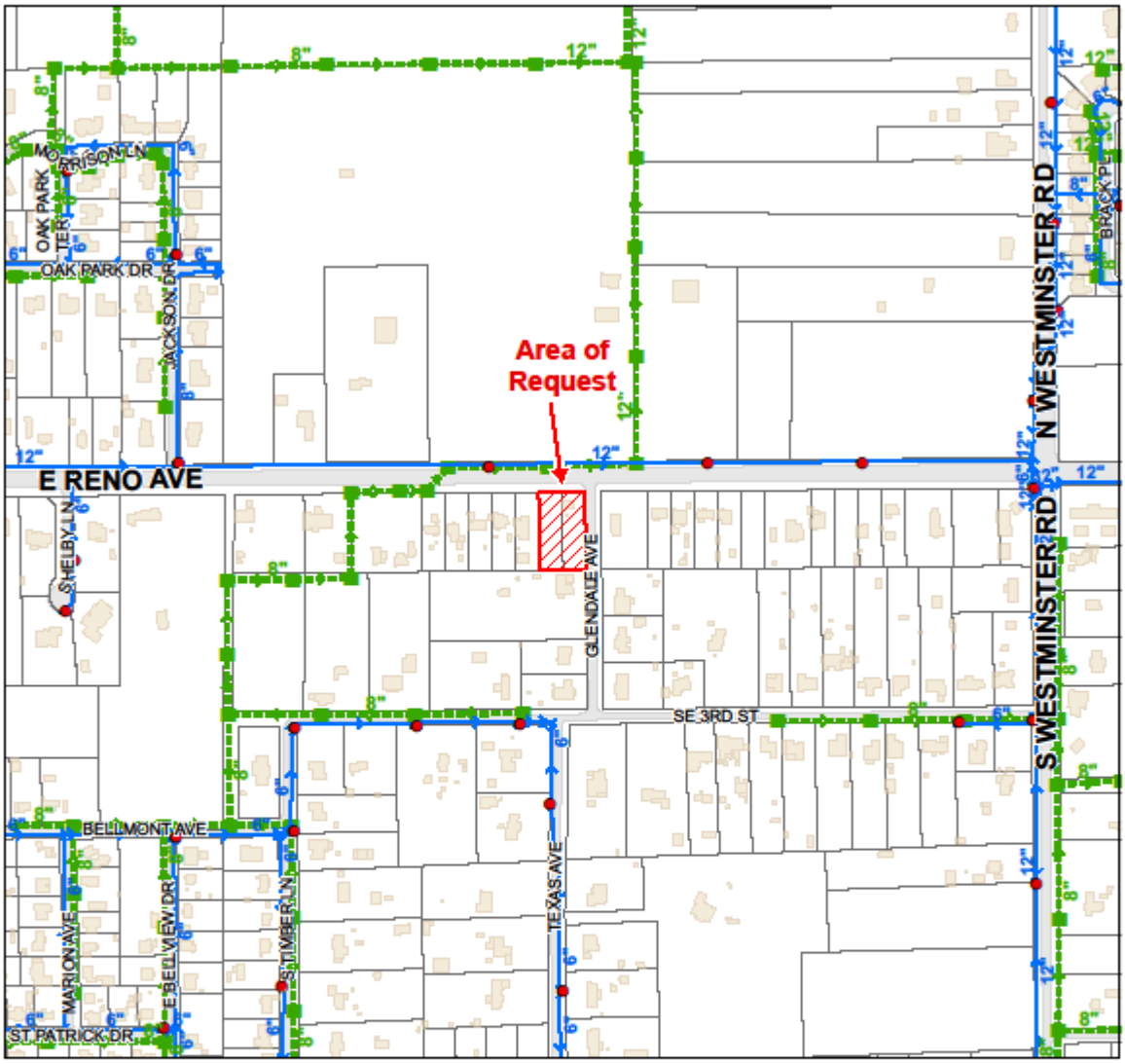
N 0 440 880 Feet

On 8.5" x 11" paper 1 inch equals 450 feet

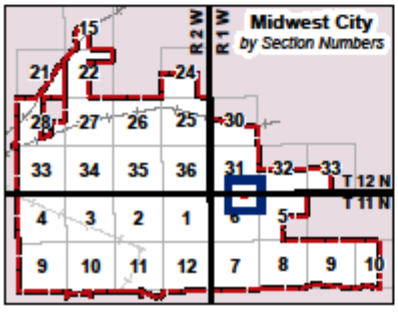
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.

MIDWEST CITY
Where the Spirit Flies High

GIS - Information Technology/ Planning & Zoning



Locator Map



Created on August 14, 2025 using ArcPY script - MP-25

Water/Sewer Legend

- Fire Hydrants

Water Lines

- Distribution
- Well
- OKC Cross Country
- Sooner Utilities
- Thunderbird
- Unknown
- Sewer Manholes
- Sewer Lines

WATER SEWER MAP FOR MP-25 (NE/4, Sec. 6, T11N, R1W)

N 0 440 880 Feet

On 8.5" x 11" paper 1 inch equals 450 feet

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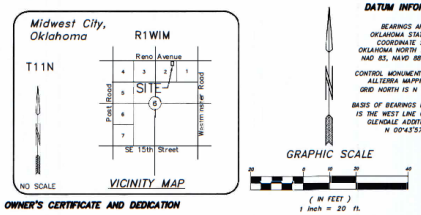
MINOR PLAT
RE-PLAT OF LOT 14 AND LOT 15, IN BLOCK 1 OF POINTON'S GLENDALE ADDITION, TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA



DATUM INFORMATION

BEARINGS ARE ON OKLAHOMA STATE PLANE COORDINATE SYSTEM OKLAHOMA NORTH ZONE DATUM NAD 83, NAVD 88, U.S. FEET.

CONTROL MONUMENT DESIGNATION ALLTERRA MAPPING PLANE GRID NORTH IS N 00°00'00" E

BASIS OF BEARINGS FOR THIS PLAT IS THE WEST LINE OF POINTON'S GLENDALE ADDITION BEING N 00°43'57" W

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT PHOENIX RENOVATIONS, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS OF AND THE ONLY PERSONS, FIRMS OR CORPORATION HAVING ANY RIGHTS, TITLE, OR INTEREST IN AND TO THE LAND SHOWN ON THE ANNEXED PLAT AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AND THAT THEY HEREBY DEDICATE ALL THE STREETS AND EASEMENTS SHOWN HEREON TO THE PUBLIC, FOR THE PURPOSES OF STREETS, UTILITIES, AND DRAINAGE, FOR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGN FOREVER, AND HAVE CAUSE THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THAT THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTOR'S CERTIFICATE.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSE THIS INSTRUMENT TO BE EXECUTED THIS _____ DAY OF _____, 20___.

COVENANTS, RESERVATIONS, AND RESTRICTIONS FOR THIS ADDITION ARE CONTAINED IN A SEPARATE INSTRUMENT:

PHOENIX RENOVATIONS, LLC

_____
MANAGER

STATE OF OKLAHOMA }
COUNTY OF _____ } ss

BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY OF _____, 20___, PERSONALLY APPEARED _____ AS MANAGER OF PHOENIX RENOVATIONS, LLC, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT ON BEHALF OF SAID COMPANY, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE PURPOSES HEREIN SET FORTH.

MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

_____
NOTARY PUBLIC

LICENSED PROFESSIONAL LAND SURVEYOR' S CERTIFICATE

I, SPENCER JIVIDEN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, AND THAT THE ANNEXED PLAT OF RE-PLAT OF LOT 14 AND LOT 15, IN BLOCK 1 OF POINTON'S GLENDALE ADDITION, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, CONSISTING OF ONE (1) SHEET, REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE ____ DAY OF _____, 20___, AND THAT MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, THAT THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS; AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

DATE:

SPENCER JIVIDEN,
LICENSED PROFESSIONAL LAND SURVEYOR NO. 1904

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } ss

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED SPENCER JIVIDEN, TO ME KNOW TO BE THE IDENTICAL PERSON WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED. GIVEN UNDER MY HAND AND SEAL THE _____ DAY OF _____, 20___.

MY COMMISSION EXPIRES NOTARY PUBLIC

MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

_____
NOTARY PUBLIC

BONDED ABSTRACTOR'S CERTIFICATE

THE UNDERSIGNED, A DULY QUALIFIED AND LAWFUL BONDED ABSTRACTOR OF TITLES, IN AND FOR THE COUNTY OF OKLAHOMA, STATE OF OKLAHOMA, HEREBY CERTIFIES THAT THE RECORDS OF SAID COUNTY SHOW THAT THE TITLE TO THE LAND ON THE ANNEXED PLAT IS VESTED IN PHOENIX RENOVATIONS, LLC, THAT ON THE _____ DAY OF _____, 20___, THERE ARE NO ACTIONS PENDING OR JUDGEMENTS OF ANY NATURE IN ANY COURT OR ON FILE WITH THE CLERK OF ANY COURT IN SAID COUNTY AND STATE AGAINST SAID LAND, OR THE OWNERS THEREOF, AND THAT THE TAXES ARE PAID FOR THE YEAR _____ AND PRIOR YEARS, THAT THERE ARE NO OUTSTANDING TAX SALES CERTIFICATES AGAINST SAID LAND, AND NO TAX DEEDS ARE ISSUED TO ANY ONE PERSON, THAT THERE ARE NO LIENS, MORTGAGES OR OTHER ENCUMBRANCES OF ANY KIND AGAINST THE LAND INCLUDED IN THE ANNEXED PLAT, EXCEPT MORTGAGES, MINERAL RIGHTS, WATER RIGHTS, AND EASEMENTS OF RECORD PREVIOUSLY RESERVED, EXCEPTED OR GRANTED.

IN WITNESS WHEREOF, SAID BONDED ABSTRACTOR HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS ____ DAY OF _____, 20___

TITLE COMPANY:

_____
AUTHORIZED SIGNER

STATE OF OKLAHOMA }
COUNTY OF _____ } ss

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____, TO ME KNOW TO BE THE IDENTICAL PERSON WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED. GIVEN UNDER MY HAND AND SEAL THE _____ DAY OF _____, 20___.

MY COMMISSION EXPIRES NOTARY PUBLIC

MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

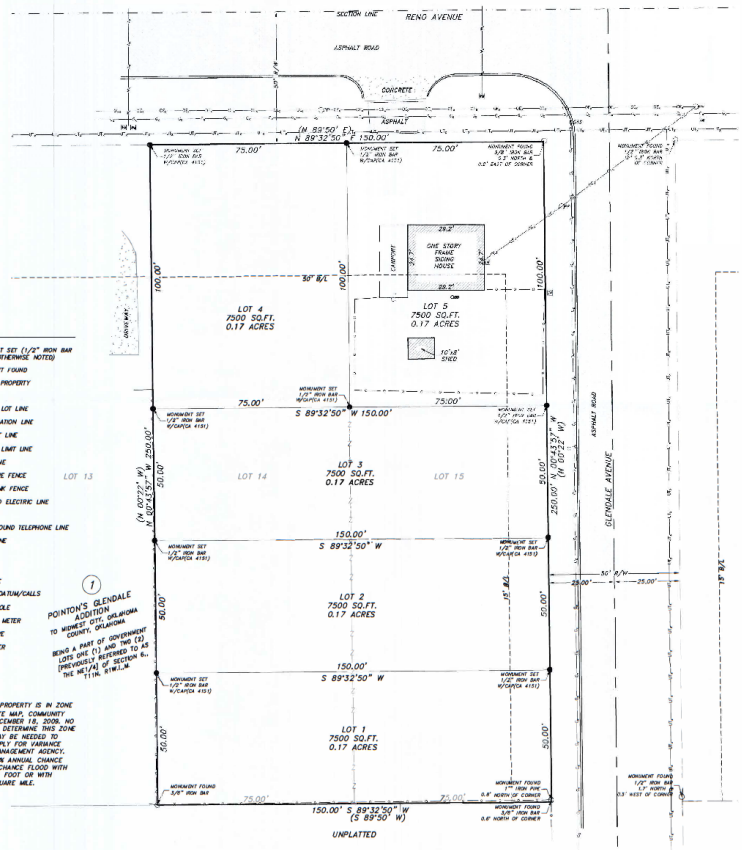
_____
NOTARY PUBLIC

LEGEND

- MONUMENT SET (1/2" IRON BAR UNLESS OTHERWISE NOTED)
- MONUMENT FOUND
- SUBJECT PROPERTY
- LOT LINE
- EXISTING LOT LINE
- CONSOLIDATION LINE
- EASEMENT LINE
- BUILDING LIMIT LINE
- CENTERLINE
- BARB WIRE FENCE
- CHAIN LINK FENCE
- OVERHEAD ELECTRIC LINE
- GAS LINE
- UNDERGROUND TELEPHONE LINE
- WATER LINE
- CANOPY
- ASPHALT
- CONCRETE
- (00'00") PLATTED DATUM/CALLS
- POWER POLE
- ELECTRIC METER
- GAS VALVE
- GAS METER
- SIGN

FLOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 40109C0313H DATED DECEMBER 18, 2009. NO FIELD SURVEY WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ZONE "X" DENOTES AREAS OF 0.2% ANNUAL CHANCE FLOOD OR AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE.



POINTON'S GLENDALE ADDITION TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA
BEING A PART OF GOVERNMENT LOTS ONE (1) AND TWO (2) [PREVIOUSLY REFERRED TO AS THE NE1/4] OF SECTION 6, T11N, R1W1.M.

COUNTY TREASURER'S CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I AM THE DULY ELECTED, QUALIFIED AND ACTING COUNTY TREASURER OF OKLAHOMA COUNTY; STATE OF OKLAHOMA, THAT THE TAX RECORDS OF SAID COUNTY SHOW ALL TAXES ARE PAID FOR THE YEAR _____ AND PRIOR YEARS ON THE LAND SHOWN ON THE ANNEXED PLAT, THAT THE REQUIRED STATUTORY SECURITY HAS BEEN DEPOSITED IN THE OFFICE OF THE COUNTY TREASURER, GUARANTEEING PAYMENT OF THE CURRENT YEARS TAXES.

IN WITNESS WHEREOF, SAID COUNTY TREASURER HAD CAUSED THIS INSTRUMENT TO BE EXECUTED THIS _____ DAY OF _____, 20___.

_____
COUNTY TREASURER

ACCEPTANCE OF DEDICATION OF CITY COUNCIL

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA, THAT THE DEDICATIONS SHOWN ON THE ANNEXED PLAT ARE HEREBY ACCEPTED, ADOPTED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA, THIS _____ DAY OF _____, 20___.

ATTEST:

_____ _____
SARA HANCOCK, CITY CLERK MATT DUKES, MAYOR

CITY PLANNING COMMISSION APPROVAL

I, _____, PLANNING COMMISSION CHAIRMAN OF THE CITY OF MIDWEST CITY, DO CERTIFY THAT THE MIDWEST CITY PLANNING COMMISSION DULY APPROVED THIS PLAT ON THE _____ DAY OF _____, 20___.

_____
PLANNING COMMISSION CHAIRMAN

CERTIFICATE OF CITY CLERK

I, _____, CITY CLERK OF THE CITY OF MIDWEST CITY, OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS OF SAID CITY AND FIND ALL DEFERRED PAYMENTS OR UNMATURED INSTALLMENTS UPON SPECIAL ASSESSMENT HAVE BEEN PAID IN FULL AND THAT THERE IS NO SPECIAL ASSESSMENT PROCEDURE NOW PENDING AGAINST THE LAND SHOWN ON THE ANNEXED PLAT ON THE _____ DAY OF _____, 20___.

_____
CITY CLERK

LEGAL DESCRIPTION – SUBJECT PROPERTY

ALL OF LOT FOURTEEN (14) AND ALL OF LOT FIFTEEN (15), IN BLOCK ONE (1), OF POINTON'S GLENDALE ADDITION, TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

LEGAL DESCRIPTION – LOT 1

THE SOUTH 50.00 FEET OF LOT FOURTEEN (14) AND THE SOUTH 50.00 FEET OF LOT FIFTEEN (15), IN BLOCK ONE (1), OF POINTON'S GLENDALE ADDITION, TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

LEGAL DESCRIPTION – LOT 2

THE NORTH 50.00 FEET OF THE SOUTH 100.00 FEET OF LOT FOURTEEN (14) AND THE NORTH 50.00 FEET OF THE SOUTH 100.00 FEET OF LOT FIFTEEN (15), IN BLOCK ONE (1), OF POINTON'S GLENDALE ADDITION, TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

LEGAL DESCRIPTION – LOT 3

THE NORTH 50.00 FEET OF THE SOUTH 150.00 FEET OF LOT FOURTEEN (14) AND THE NORTH 50.00 FEET OF THE SOUTH 150.00 FEET OF LOT FIFTEEN (15), IN BLOCK ONE (1), OF POINTON'S GLENDALE ADDITION, TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

LEGAL DESCRIPTION – LOT 4

THE NORTH 100.00 FEET OF LOT FOURTEEN (14), IN BLOCK ONE (1), OF POINTON'S GLENDALE ADDITION, TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

LEGAL DESCRIPTION – LOT 5

THE NORTH 100.00 FEET OF LOT FIFTEEN (15), IN BLOCK ONE (1), OF POINTON'S GLENDALE ADDITION, TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

PLAT NOTES

1. A SIDEWALK SHALL BE REQUIRED ON EACH LOT WHERE IT ABUTS AN ARTERIAL STREET RIGHT-OF-WAY AND MUST BE INSTALLED PRIOR TO ISSUANCE OF AN OCCUPANCY PERMIT BY THE CITY OF MIDWEST CITY.
2. THE PREVIOUSLY RECORDED EASEMENTS THAT ARE SHOWN HEREON (WITH BOOK AND PAGE GIVEN) ARE FOR REFERENCE ONLY AND ARE NOT TO BE CREATED WITH THE PLAT.
3. BUILDING SETBACKS FOR EACH LOT ARE AS FOLLOWS:
   A. MINIMUM FRONT YARD = 25'
   B. MINIMUM REAR YARD = 20'
   C. MINIMUM SIDE YARD = 7'

Owner's Notary | City Clerk Seal | City Corporate Seal | County Treasurer Seal | Abstractor Seal | Abstractor's Notary Seal | Professional Land Surveyor's Notary Seal

JIVIDEN AND COMPANY, P.L.L.C.
PROFESSIONAL SURVEYING SERVICES
3405 E. Memorial Road
Edmond, Oklahoma 73013
C.A. 4151 - Expires June 30, 2025
Office (405) 478-0772 Office (405) 2SU-RVEY
Fax (405) 478-3272 (405) 278-7839
http://www.jacsurvey.com

OWNER
PHOENIX RENOVATIONS, LLC
P.O. BOX 30287
OKLAHOMA CITY, OK 73140

Community Development Department

100 N. Midwest Blvd, Midwest City, OK

To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: September 23, 2025

Subject: (PC-2217) Public hearing, discussion, consideration, and possible action on a resolution to amend the Comprehensive Plan from Office/Retail to Commercial; and an ordinance to redistrict from C-3 (Community Commercial District) to PUD (Planned Unit Development), for the property located at 2300 and 2350 S. Midwest Blvd., Midwest City, Oklahoma.

Executive Summary: The applicant is requesting to rezone the subject property from C-3 to PUD, Planned Unit Development, governed by the C-3 (Community Commercial) District.

The site is approximately 3.29 acres in size and is located on the east side of S. Midwest Boulevard.

The proposed PUD would allow for redevelopment of the site in a more efficient manner. This would increase the developed space, creating new space for new potential tenants.

Most of the proposed development standards in the PUD would be compatible with surrounding development. The design statement proposes deviations from the exterior masonry requirements. The applicant provided potential renderings displaying what the buildings would look like. Additionally, the design statement attempts to amend the water meter requirements. A PUD is not the appropriate vehicle to seek relief from these requirements.

Both state and local notification requirements were met. At the time of this writing, staff has not received any communications from surrounding property owners regarding this application.

At the public hearing before the Planning Commission, there were no comments from the public in support or opposition to the application. The Planning Commission unanimously recommended approval of this application with the following two stipulation. First, the applicant is to provide staff with renderings of the buildings that can be provided to the City Council. Second, the amendments to the water meter regulations are not recommended for adoption as part of the PUD.

Action is at the discretion of the City Council.

Dates of Hearing: Planning Commission- September 2, 2025
City Council- September 23, 2025

Pre-Application Meeting Date: March 27, 2025

Council Ward: Ward 2, Pat Byrne

Owner: J LOU Properties LLC

Applicant: J LOU Properties LLC

Proposed Use: Commercial

Size: The subject property has a frontage of 560 off S. Midwest Blvd., a depth of 250 feet, and contains an area of 3.29 Acres, more or less.

Development Proposed by Comprehensive Plan:

Area of Request:	Office / Retail
North:	Office / Retail
South:	Office / Retail
East:	Public / Semi-Public
West:	Parks / Open Space

Zoning Districts:

Area of Request:	C-3
North:	R-6
South:	C-3
East:	R-6
West:	R-6

Land Use:

Area of Request:	Commercial Uses & Dog Grooming/Boarding
North:	Single Family Residential
South:	Restaurant
East:	APZ I
West:	Single Family Residential

Municipal Code Citation:

2.25. PUD, Planned Unit Development

2.25.1. *General Provisions.* The planned unit development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls to produce unique, creative, progressive, or quality land developments.

The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master development plan.

The PUD is subject to special review procedures within 7.3 PUD Application and Review (Page 174), and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.25.2. *Intent and Purpose.* The intent and purpose of the planned unit development provisions are as follows:

(A) *Innovative land* development. Encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the Comprehensive Plan.

(B) *Flexibility within* developments. Permit flexibility within the development to maximize the unique physical features of the particular site.

(C) *Efficient use of land.* Encourage efficient use of land, facilitate economic arrangement of buildings and circulation systems, and encourage diversified living environments and land uses.

(D) *Function, design, and diversity.* Achieve a continuity of function and design within the development and encourage diversified living environments and land uses.

(E) *Modifications to* development *requirements.* Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

Comprehensive Plan Citation

The Future Land Use designation for the subject property is Office/Retail. Some of the uses the applicant proposes match this designation, but many of the intended uses are more appropriate for a Commercial Land Use designation.

Office/Retail Land Uses

Retail land uses areas are intended to provide for a variety of retail trade, personal, and business services and establishments. Retail establishments generally require greater visibility than do other types of non-residential land uses (e.g., office, commercial). Office uses include professional offices for lawyers, doctors, realtors, and other professionals. Office land uses are generally appropriate in all other non-residential areas of the City. Office development should be compatible with any adjacent residential area.

Commercial

Areas designated for commercial land use are intended for a variety of commercial uses and establishments with outside storage, display and sales. Examples of such uses include automobile-related services, manufactured home sales, self-storage units, welding shops, and pawnshops. Commercial uses often locate along major thoroughfares not because they need the visibility, as retail uses generally do, but because they need the accessibility. The challenge lies in the fact that commercial uses often have a greater need for outside storage areas and these areas tend to lessen the visual quality of major thoroughfares… It should be noted that within recommended commercial areas, office uses and retail uses should be permitted as well; however, most commercial uses should not be permitted within office/retail areas.

History:

1. The subject property was platted as part of Tinker Village in 1946.

Next Steps:

If Council approves this rezone, the Applicant can proceed with the appropriate platting approval process and building permits.

Staff Comments-

There are numerous construction requirement references made in the Engineering, Fire Marshal, and Public Works portions of this report. The intent of the Municipal Code is to directly involve the Applicant in continued community development activities such as extending public sewer and water and making street improvements, for example. This is a rezoning application, and the construction references are provided to make the Applicant and subsequent developers of this property aware of their applicability as they relate to the future development or redevelopment of this property.

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There are public water mains bordering the proposed parcel, a six (6) inch line running along the west side of Palmer Drive and a twelve (12) inch line running along the west side of South Midwest Boulevard. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is an eight (8) inch public sanitary sewer main located in an existing utility easement bisecting the proposed parcel.

Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the parcel is from Palmer Drive and South Midwest Boulevard. South Midwest Boulevard is classified as a secondary arterial in the 2008 Comprehensive Plan. Palmer Drive is classified as a local street in the 2008 Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18th, 2009.

Public drainage and detention improvements are not required as part of this application.

Easements and Right-of-Way

No further easements or right of way would be required with this application.

Fire Marshal's Comments:

Fire suppression TBD. If you would like to send plans early on, the Fire Marshal's Office can assist with review and determination of fire suppression requirements so the building permit phase should be a simple review.

Planning Division:

Staff met with the Applicant on March 27, 2025, for a pre-application meeting. The Site Plan Review Team met on April 23rd and June 24th to review this application.

Long Range Plans:

The Applicant is requesting a rezoning for the subject property to a PUD, Planned Unit Development governed by C-3, Community Commercial. The requested zoning requires an amendment to the Future Land Use Map in the Comp Plan.[1] The current designation in the Comprehensive Plan for the subject property is Office / Retail, and the proposed uses are more in line with a Commercial designation.

When considering a Comprehensive Plan amendment, the plan directs us to address the following questions (staff comments in *italics*).

- Will the proposed change enhance the site and the surrounding area?
  - *The proposed change would allow the site to be redeveloped in a more efficient use of land.*
- Is the proposed change a better land use than that recommended by the Future Land Use Plan?
  - *The distinction between Commercial and Office/Retail uses in the plan is fairly fine, making it difficult to determine if the proposed use is "better". The Commercial designation fits the site as well as the Office/Retail designation.*
- Will the proposed use impact adjacent residential areas in a negative manner? Or will the proposed use be compatible with, and/or enhance, adjacent residential areas?
  - *The proposed use would not negatively impact the residential areas. The subject property would get used in a similar manner to its current uses, but as a redeveloped site. Redevelopment of the site is an opportunity for the buffers along the residential properties to the north to be established.*
- Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?
  - *The proposed uses are very similar to those already existing on the subject property*.
- Does the proposed use present a significant benefit to the public health, safety and welfare of the community? Would it contribute to the City's long-term economic well-being?
  - *The proposed use and redevelopment should enhance the surrounding area, and improve the City's long-term economic well-being by making more efficient use of the available land.*

Based on the analysis above, the Comprehensive Plan would support the amendment of the Future Land Use Map designation for the subject property to Commercial.

The *Thoroughfare Plan* found in the City's Comprehensive Plan does not require improvements as part of this application.

The Palmer Loop Trail currently runs along the east side of Palmer Drive. The trail also crosses the northern side of the subject property (and will remain) to a mid-block crossing of S. Midwest Blvd.

This application is supported by the Comprehensive Plan and the Trails Master Plan.

PUD Review:

The following is a summary of the PUD for analysis. Please refer to the PUD Master Plan for the full text of the design statement.

Underlying Zoning: C-3 (Community Commercial District)

[1] (Sefko Planning Group - Freese and Nichols, Inc., 2008)

Use Modifications:

- Uses allowed by right:
  - Animal Sales and Services: Kennels and Veterinary, General (4.4.9)
  - Custom Manufacturing (4.5.1)
  - Light Industrial: Restricted (4.5.2)
  - Light Industrial (4.5.3)

Setbacks:

- S. Midwest Blvd.: 35 ft.
- South Prop. Line: 5 ft.
- North Prop. Line: 15 ft.
- Palmer Drive: 25 ft.

Facades:

- Buildings fronting/facing Midwest Blvd.: west elevations are to have painted brick wainscot, fiber cement board & batten above. All other elevations to have pre-finished metal wall panels.
- East Buildings: All elevations to have pre-finished metal wall panels.
- Existing Building: Exterior material types to remain and painted to match new buildings.

Screening:

Screening is proposed to be a six (6) feet tall wooden privacy fence with metal posts.

Landscaping:

- Landscaping areas designated in green on the Master Development Plan.
- Landscaping will be provided based on new buildings and new parking only.

Sidewalks:

No sidewalk to be provided on the east side of the subject property along Palmer Drive.

Other:

The Design Statement seeks to alter the regulations regarding water meters.

This PUD application is proposed to facilitate the redevelopment of the subject property. The layout makes a more efficient use of the land than what currently exists.

The proposed allowed and prohibited uses are reasonable for the subject property and surrounding area. The proposed setbacks should fit in with the surrounding properties. The proposed front and rear setbacks are larger than those required by the underlying C-3 zoning. The proposed landscaping and screening for the subject property should work to screen the subject property from the adjoining residential uses.

Typically, commercial building facades are required to consist of 80% masonry materials, and industrial building facades are required to consist of 60% masonry materials. If this design statement is approved, the proposed buildings would deviate from this standard. The City has made substantial investments to improve the S. Midwest Blvd. corridor in recent years. The city recently repaved the road and added sidewalks to both sides. A wall was added to the west side of the road to screen the residential uses. The Palmer Loop Trail was constructed along the corridor and connects through the subject property. Improvements have been made to nearby Lions Park, including the addition of pickleball courts. With the public investment into the corridor, the

city should be cautious in approving deviations from the masonry requirements. While not on the list of approved masonry materials, the architectural metal proposed by the applicant would fit in and not detract from the corridor.

The PUD proposes to waive the requirement for providing a sidewalk along the west side of Palmer Drive. This is a reasonable request. The Palmer Loop Trail runs along the east side of Palmer Drive and connects across the subject property to Midwest City Elementary.

The PUD design statement proposes to alter the requirements for water meters. It is not appropriate for this to be considered as part of the PUD as it is not a requirement from the Zoning, Subdivision, or Sign Regulations. If the applicant seeks to deviate from the water meter requirements, they will need to seek relief through the process designated in Chapter 43.

If this item is approved by City Council, the applicant may proceed with applying for building permit(s) through the Community Development Department.

The Planning Commission unanimously recommended approval of this application with the following two stipulation. First, the applicant is to provide staff with renderings of the buildings that can be provided to the City Council. Second, the amendments to the water meter regulations are not recommended for adoption as part of the PUD.

Action is at the discretion of the City Council.

Action Required
Approve or reject a resolution to amend the Comprehensive Plan from Office/Retail to Commercial and an ordinance to amend the zoning map from C-3 to PUD (Planned Unit Development) governed by C-3 (Community Commercial District) for the property noted herein, subject to staff comments as found in the September 23, 2025, City Council agenda packet and made part of the PC-2217 file.

Suggested Motion:

"To approve the resolution to amend the Comprehensive Plan from Office/Retail to Commercial and an ordinance to amend the zoning map to Planned Unit Development ("PUD") for the subject property, subject to staff comments as found in the September 23, 2025, City Council agenda packet and made part of the PC-2217 file."

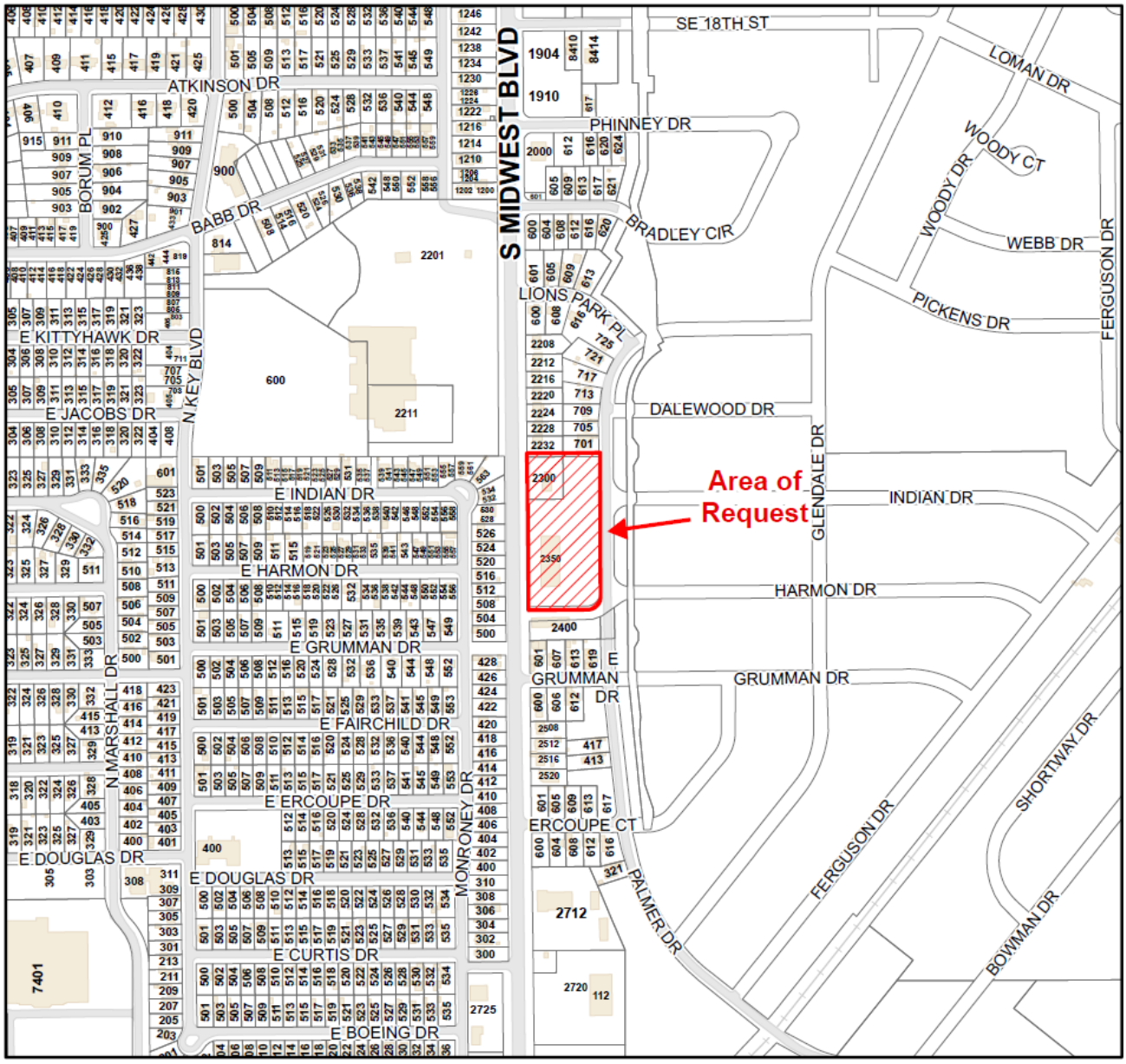
Please feel free to contact the Community Development Department at (405) 739-1220 with any questions.

Matt Summers, AICP

Community Development Director

MIDWEST CITY
Where the Spirit Flies High

GIS - Information Technology/ Planning & Zoning



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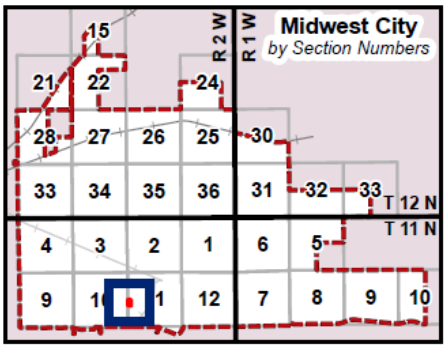

Created on July 09, 2025 using ArcPY script - PC-2217

General Map Legend

- Buildings
- Edge of Pavement
- MWC City Limits

Railroads

- Active
- Inactive / Closed

GENERAL MAP FOR PC-2217 (SW/4, Sec. 11, T11N, R2W)

N

0 500 1,000 Feet

On 8.5" x 11" paper 1 inch equals 500 feet

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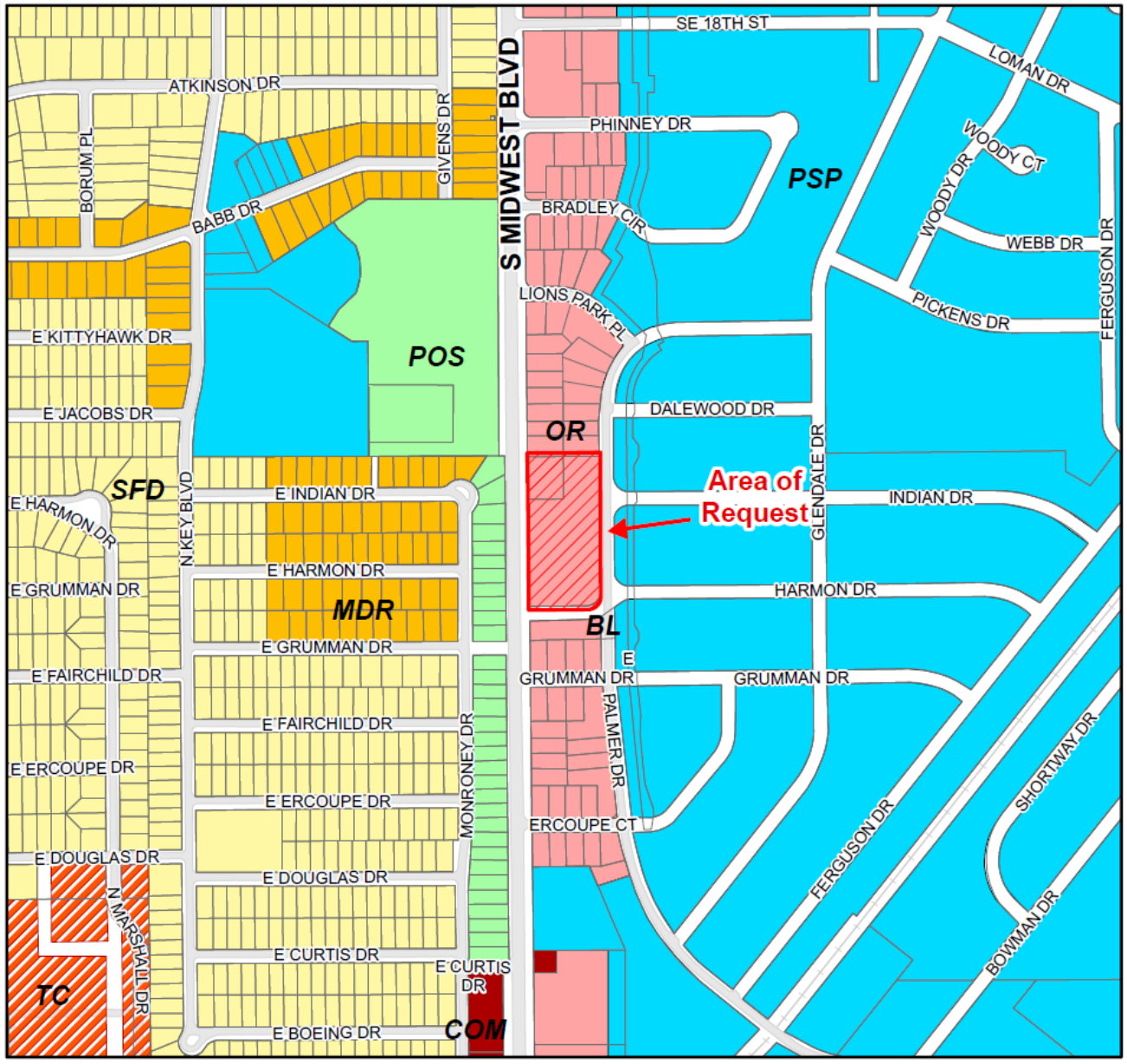

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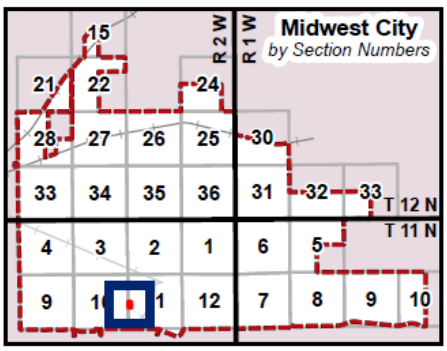

Created on July 09, 2025 using ArcPY script - PC-2217

Future Land Use Legend

- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

FUTURE LAND USE MAP FOR PC-2217 (SW/4, Sec. 11, T11N, R2W)

N

0 500 1,000 Feet

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MIDWEST CITY
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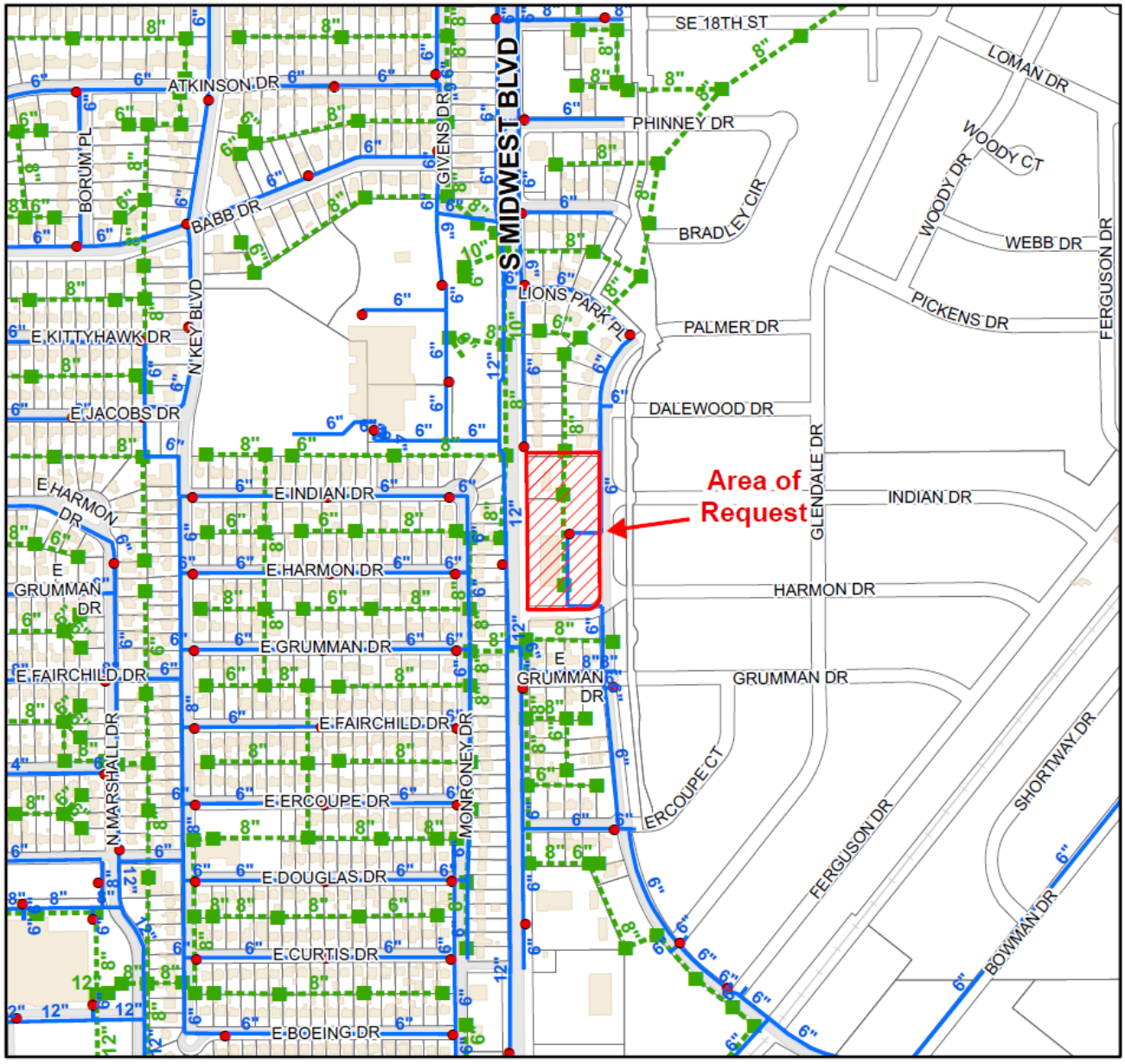

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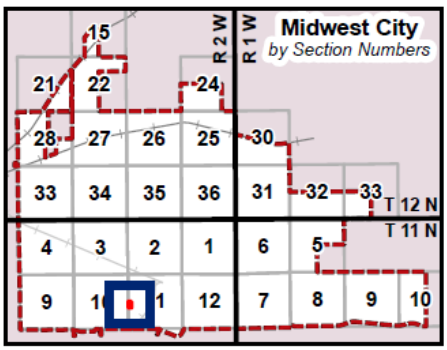

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Water/Sewer Legend

- Fire Hydrants

Water Lines

- Distribution
- Well
- OKC Cross Country
- Sooner Utilities
- Thunderbird
- Unknown
- Sewer Manholes
- Sewer Lines

WATER SEWER MAP FOR PC-2217 (SW/4, Sec. 11, T11N, R2W)

N

0 500 1,000 Feet

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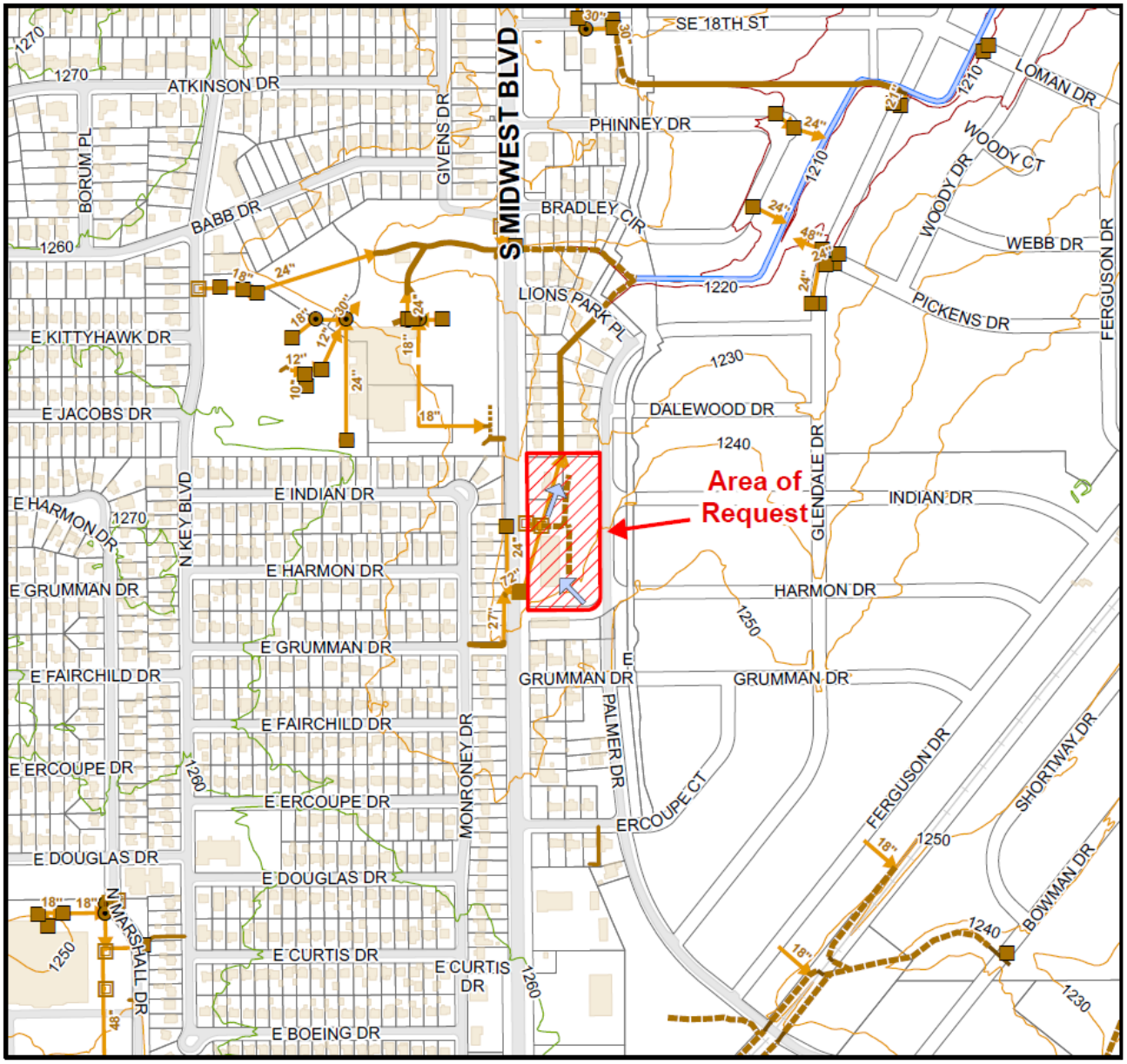

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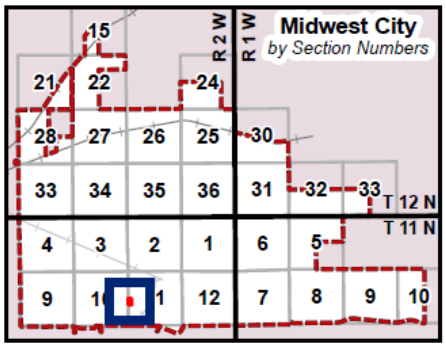

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Drainage Legend

- Curb Inlets
- Inlets
- Junction Box
- Culverts
- Flumes
- Developed Channels
- Trickle Channels
- Undeveloped Channels
- Storm Lines
- Creeks

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- Floodway

Contours

- 1166-1204 ft
- 1204-1228 ft
- 1228-1250 ft
- 1250-1278 ft
- 1278-1324 ft

Magnitude

- <2°
- 3-5°
- 6-10°
- 11-20°

DRAINAGE MAP FOR PC-2217 (SW/4, Sec. 11, T11N, R2W)

N

0 500 1,000 Feet

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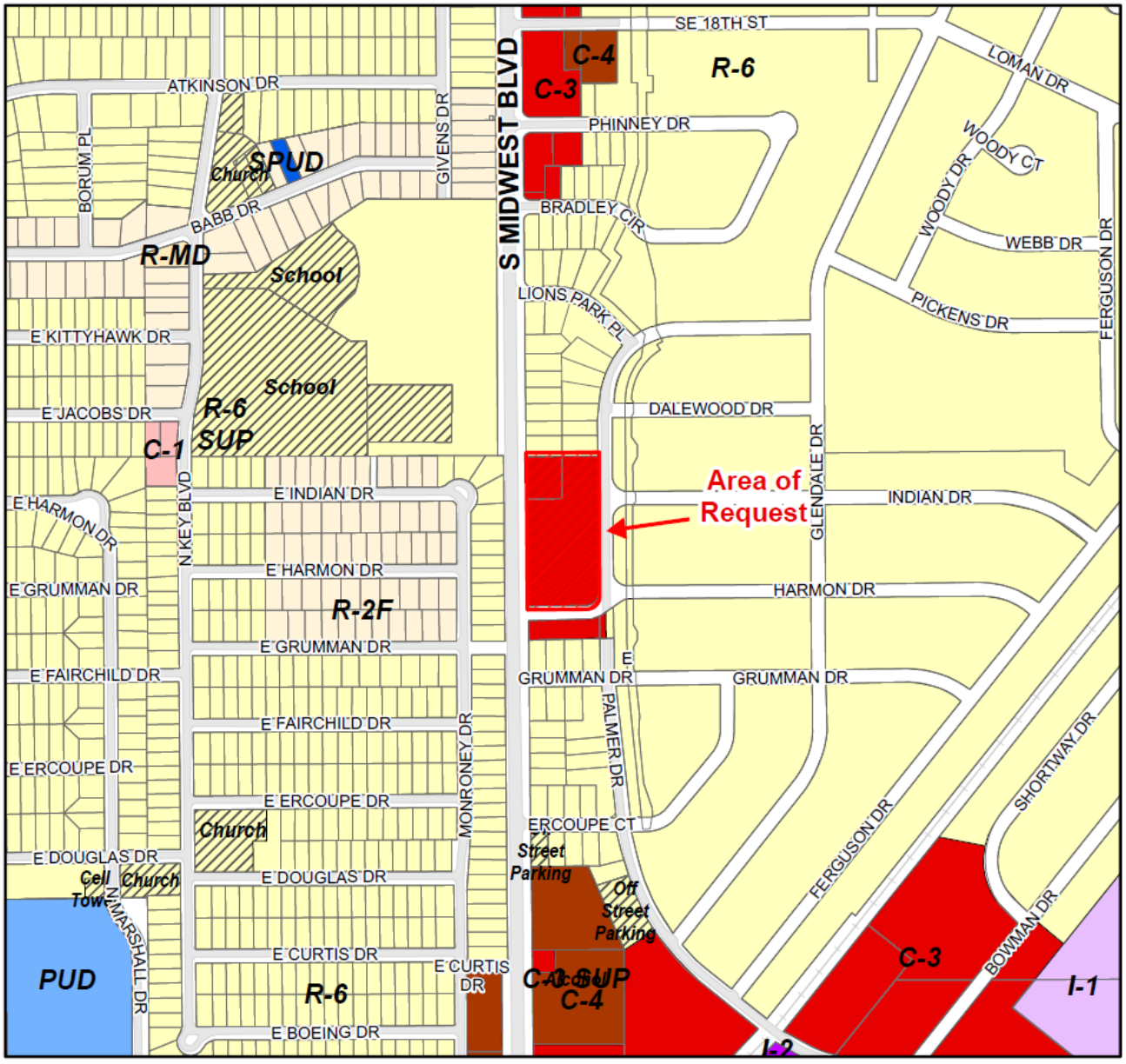

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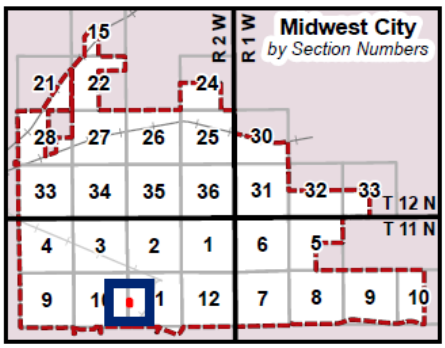

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Current Zoning Legend

A-1	I-3	R-MD
A-1 SUP	O-1	R-MD SUP
C-1	O-1 SUP	R-HD
C-1 SUP	O-2	R-HD SUP
C-2	O-2 SUP	R-MH-1
C-3	R-6	R-MH-2
C-3 SUP	R-6 SUP	PUD
C-4	R-8	SPUD
C-4 SUP	R-10	HOS
I-1	R-22	HOS SUP
I-2	R-35	
I-2 SUP	R-2F	

ZONING MAP FOR PC-2217 (SW/4, Sec. 11, T11N, R2W)

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THE CITY OF MIDWEST CITY

PLANNED UNIT DEVELOPMENT

MASTER DESIGN STATEMENT

FOR

Central Hub

APRIL 18, 2025

Revised: April 29, 2025

Revised: June 11, 2025

Revised: June 17, 2025

PREPARED FOR:

J. LOU PROPERTIES LLC

1 NE 7TH ST. UNIT D

OKC, OK 73104

PREPARED BY:

CEDAR CREEK ENGINEERING

11912 N. PENNSYLVANIA STE. D-4

OKC, OK 73120

jdoyle@cedarcreeking.com

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EXHIBIT A – MASTER DEVELOPMENT PLAN (attached hereto and made a part of)
EXHIBIT B – PRELIMINARY SITE PLAN (attached hereto and made a part of)

1.0 INTRODUCTION

This Planned Unit Development consists of 3.29 acres, is platted as a part of Tinker Village Addition and is located at 2350 S. Midwest Blvd., within the Southwest Quarter of Section 11, Township 11 North, Range 2 West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma.

2.0 LEGAL DESCRIPTION

The legal description is Block 1 of Tinker Village according to the Recorded Plat thereof.

3.0 OWNER/DEVELOPER

The owner and developer of the property described in Section 2.0 is J LOU Properties LLC.

4.0 SITE AND SURROUNDING AREA

The property currently has two (2) buildings and zoned C-3, Community Commercial District. Property to the north, and west, across Midwest Blvd., is zoned R-6, Single Family Detached Residential District and is developed with single family residences. Property to the east is also zoned R-6 and is undeveloped. Property to the south is C-3, Community Commercial District.

5.0 PHYSICAL CHARACTERISTICS

The site currently has two (2) buildings. One building will be removed and one will remain. The property drains from south to north to an existing detention pond in the northeast corner. The site has little tree cover. The elevation of the site is 1249 in the southeast corner sloping to a top of pond elevation of 1234. The hydrologic soil group on the property is primarily Grainola-Urban land-Ironmound complex and also Lawrie loam.

6.0 CONCEPT

The concept for this planned unit development is to create a flex-space commercial development with shared parking.

7.0 SERVICE AVAILABILITY

7.1 STREETS

The property is located on the east side of Midwest Blvd., a four-lane curb and gutter street and the west side of Palmer Drive, a two-lane curb and gutter street.

7.2 SANITARY SEWER

There is public sanitary sewer within the property running north.

7.3 WATER

There is a six inch public water line located within the property running north.

7.4 FIRE PROTECTION

Police and Fire protection are available from the City of Midwest City. The nearest fire station is Fire Station 6 located at 8750 SE 15th Street.

7.5 GAS, ELECTRICAL AND TELEPHONE SERVICES

Gas, electrical, and telephone services serve several developments, including the subject property, in the area of this Planned Unit Development and have lines adjacent and within the subject property. Property coordination with the various utility companies will be made in conjunction with this Development.

7.6 PUBLIC TRANSPORTATION

Public Transportation is not currently available adjacent to this site.

7.7 DRAINAGE

The property is located in the Soldier Creek drainage basin. The existing detention pond onsite will remain and will be a part of this development. The Development of this parcel will comply with the requirements of the current Midwest City Municipal Code, as amended.

8.0 COMPREHENSIVE PLAN

The subject property is currently designated Community Commercial on the Future Land Use Map.

9.0 SPECIAL DEVELOPMENT REGULATIONS

The following Zoning Regulations and/or limitations are placed upon the development of the PUD. Planning and zoning regulations will be those which are in effect at the time of development of this planned unit development. Development is when a permit is issued for any construction or addition to any structure on a development tract. Certain zoning districts are referred to as a part of the Zoning Regulations of this PUD. For purposes of interpretation of these Zoning Regulations, the operative and controlling language and regulations of such zoning districts shall be the language and regulations applicable to the referenced zoning districts as contained in the Midwest City Municipal Code as such exists at the time of development of this PUD. In the event of conflict between provisions of this PUD and any of the provisions of the Midwest City Municipal Code, as amended (Code), in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this PUD, the provisions of the code shall prevail and be controlling; provided, however, that in the event of a conflict between the Zoning Regulation specifically negotiated as a part of this PUD and the provisions of the Code in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this planned unit development, such Zoning Regulations of this PUD shall prevail and be controlling.

9.1 USE AND DEVELOPMENT REGULATIONS

All applicable special development regulations or modified regulations to the base zoning district shall be: 4.4.9. Animal Sales and Services: Kennels and Veterinary, General, 4.5.1. Custom Manufacturing, 4.5.2. Light Industrial: Restricted, 4.5.3. Light Industrial. Otherwise, the Use and Development Regulations of the C-3 Community Commercial District shall govern the property, except as modified herein.

9.2 LOT/BUILDING REGULATIONS

Perimeter building setback regulations for the PUD property shall be:

a) 35 feet at Midwest Blvd.
b) 5 feet at south property line
c) 15 feet at north property line
d) 25 feet at Palmer Drive

9.3 FAÇADE REGULATION

Building Facade Materials - building fronting/facing Midwest Blvd., west elevation only to receive painted brick wainscot, fiber cement board & batten above. All other elevations to receive pre-finished metal wall panels. East buildings - all elevations to receive pre-finished metal wall panels. Existing building exterior material types to remain and painted to match new buildings.

9.4 LANDSCAPING AND AMENITY REGULATIONS

Landscaping and Trees shall be provided in the areas designated in green as shown on the Preliminary Site Plan in Exhibit B. Base Landscaping shall be for new buildings only, equaling 24 trees and 48 shrubs. No other landscaping shall be provided. Landscaping shall be for new parking only, equaling 11 trees and 11 shrubs.

9.5 SCREENING REGULATIONS

Screening shall be provided by six (6') high wood privacy fence with metal posts, where indicated on Preliminary Site Plan in Exhibit B.

9.6 PLATTING REGULATIONS

Property is currently platted in the Tinker Village addition as recorded in the offices of the Oklahoma County Clerk.

9.7 ACCESS REGULATIONS

Access shall be provided by two (2) drives off of Midwest Blvd. There will be no access from Palmer Drive.

9.8 SIGNAGE REGULATIONS

Pursuant to Midwest City Municipal Code regulations.

9.9 LIGHTING REGULATIONS

Pursuant to Midwest City Municipal Code regulations.

9.10 PARKING REGULATIONS

Pursuant to Midwest City Municipal Code regulations.

9.11 SIDEWALK REGULATIONS

There are existing sidewalks along the east side of Midwest Blvd. on the subject property that will remain. There is an existing sidewalk along the east side of Palmer Drive that connects to the City of Midwest City Trail System. Because of the existing sidewalk along Palmer, there will be no new sidewalk on the west side of Palmer on the subject property as a part of this PUD.

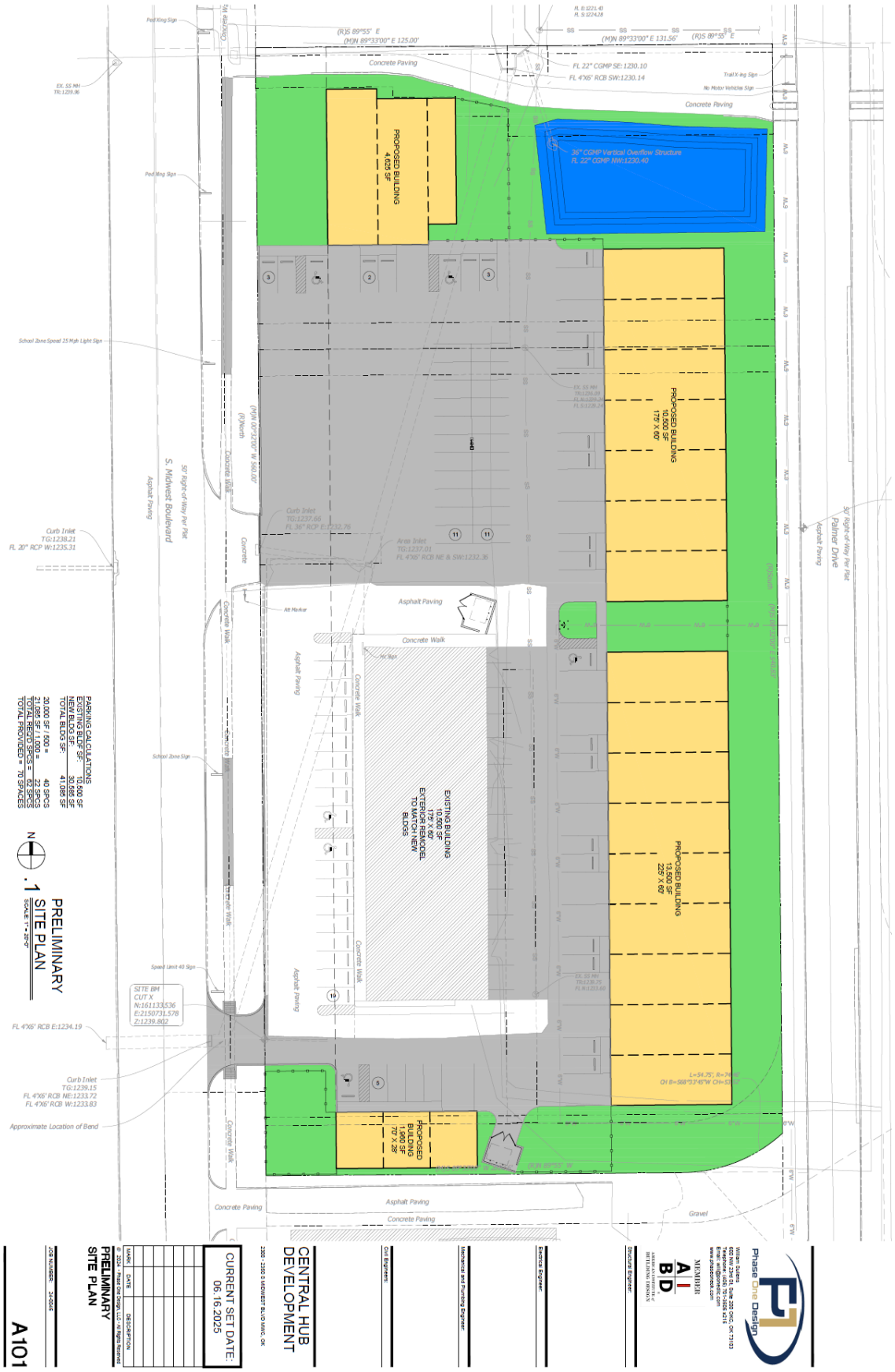
9.12 OTHER REGULATIONS

Water Meters for the east two buildings shall have one (1) meter, the north building shall have one (1) meter, the south building shall have one (1) meter. The existing water meter for the existing building shall remain.

10.0 EXHIBITS

Exhibit A: Master Development Plan – Conceptual

Exhibit B: Preliminary Site Plan - Conceptual


PROPOSED BUILDING
4,025 SF
36" CGMP Vertical Overflow Structure
FL 22" CGMP NW:1230.40
PROPOSED BUILDING
10,500 SF
175' X 60'
PROPOSED BUILDING
13,500 SF
225' X 60'
EXISTING BUILDING
10,500 SF
175' X 60'
EXTERIOR REMODEL
TO MATCH NEW
BLDGS
PROPOSED
BUILDING
1,960 SF
70' X 28'
S. Midwest Boulevard
Palmer Drive
Concrete Paving
Asphalt Paving
Concrete Walk
Gravel
PARKING CALCULATIONS
EXISTING BLDG SF: 10,500 SF
NEW BLDG SF: 30,585 SF
TOTAL BLDG SF: 41,085 SF
20,000 SF / 500 = 40 SPCS
21,085 SF / 1,000 = 22 SPCS
TOTAL REQ'D SPCS = 62 SPCS
TOTAL PROVIDED = 70 SPACES
PRELIMINARY
SITE PLAN
SCALE: 1" = 20'-0"
CURRENT SET DATE:
06.16.2025
CENTRAL HUB
DEVELOPMENT
3280 - 3360 S MIDWEST BLVD, MIDW. OK
PRELIMINARY
SITE PLAN
JOB NUMBER 24-004
A101
Phase One Design
MEMBER
AIBD

PC-2217

RESOLUTION NO. _____

A RESOLUTION AMENDING THE COMPREHENSIVE PLAN MAP CLASSIFICATION FROM OFFICE / RETAIL LAND USE TO COMMERCIAL LAND USE FOR THE PROPERTY DESCRIBED IN THE RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.

WHEREAS, currently the Comprehensive Plan Map of Midwest City, Oklahoma shows the following described property identified, for future planning purposes, as Office / Retail:

ALL OF BLOCK ONE (1), OF TINKER VILLAGE, OKLAHOMA COUNTY, OKLAHOMA, AS SHOWN BY THE RECORDED PLAT THEREOF, AND THE NORTH HALF OF E. HARMON STREET PREVIOUSLY VACATED, EXCEPT THE NORTH 150 FEET OF SAID BLOCK AND THE EAST 131.56 FEET OF THE NORTH 150 FEET OF BLOCK ONE (1), OF TINKER VILLAGE, TO OKLAHOMA COUNTY, OKLAHOMA, AS SHOWN BY THE RECORDED PLAT THEREOF.

WHEREAS, it is the desire of the applicant to amend the future planning classification of the above referenced property from Office / Retail to Commercial.

WHEREAS, with the applicant's request the change in future planning classification complies with the City's Comprehensive Plan.

WHEREAS, the applicant has met both state and local notification requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MIDWEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA:

That the classification of above described property located in Midwest City, Oklahoma is hereby changed from Office / Retail to Commercial Land Use on the Comprehensive Plan Map.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2025.

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
MATTHEW D. DUKES II, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2025.

_____
DONALD MAISCH, City Attorney

PC-2217

ORDINANCE NO. _____

AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY DESCRIBED IN THIS ORDINANCE FROM C-3 TO PUD, PLANNED UNIT DEVELOPMENT, AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZONING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

SECTION 1. That the zoning district of the following described property is hereby reclassified from C-3 to PUD, Planned Unit Development with the C-3 zoning district as a base zoning subject to the conditions contained in the PC-2217 file, and that the official Zoning District Map shall be amended to reflect the reclassification of the property's zoning district as specified in this ordinance:

> ALL OF BLOCK ONE (1), OF TINKER VILLAGE, OKLAHOMA COUNTY, OKLAHOMA, AS SHOWN BY THE RECORDED PLAT THEREOF, AND THE NORTH HALF OF E. HARMON STREET PREVIOUSLY VACATED, EXCEPT THE NORTH 150 FEET OF SAID BLOCK AND THE EAST 131.56 FEET OF THE NORTH 150 FEET OF BLOCK ONE (1), OF TINKER VILLAGE, TO OKLAHOMA COUNTY, OKLAHOMA, AS SHOWN BY THE RECORDED PLAT THEREOF.

SECTION 2. That the PUD master plan is adopted for the property described by the legal description in Section 1. The master plan consists of both a Design Statement and a Master Development Plan Map. The master plan is included in this ordinance as Exhibit A. Any modifications, revisions, or expirations of the PUD master plan will be handled in accordance with Appendix A of the Midwest City Municipal Code.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2025.

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
MATTHEW D. DUKES II, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2025.

_____
DONALD MAISCH, City Attorney

Community Development Department

100 N. Midwest Blvd, Midwest City, OK

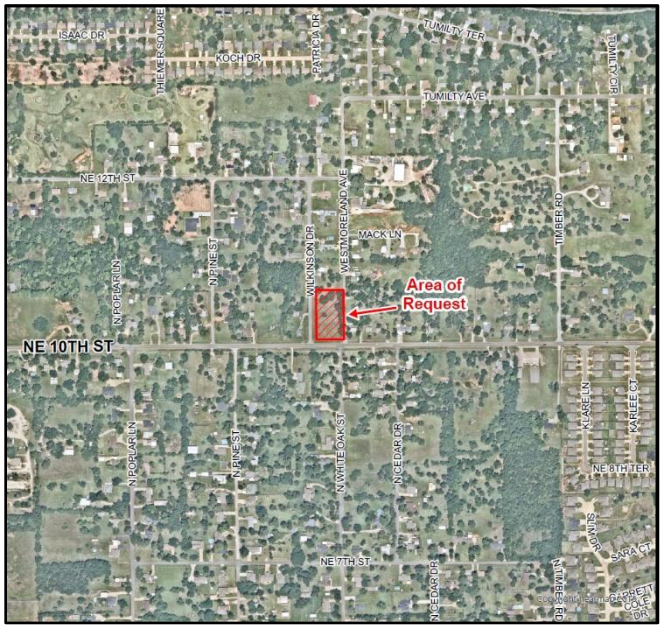
To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: September 23, 2025

Subject: (PC-2228) Public hearing, discussion, consideration, and possible action on a resolution to amend the Comprehensive Plan from Single-Family Detached to Medium Density Residential; and an ordinance to redistrict from R-6 to SPUD, for the property located at 1116 Wilkinson Drive, Midwest City, Oklahoma.

Executive Summary: The applicant is requesting to amend the Comprehensive Plan to Medium Density Residential land use and rezone the subject property to a Simplified Planned Unit Development ("SPUD") with an underlying R-MD zoning.



The subject property is currently vacant, and the Applicant is proposing to develop the property into a residential development with six duplex buildings with a total of twelve (12) units.

The Design Statement for this application proposes to phase the street improvements required for this project. If the applicant cannot construct the infrastructure improvements when the property is platted, there already exists an option to pay a fee in-lieu for the street improvements.

Staff complied with all state and local notification requirements. At the time the staff report was written, staff received no phone calls or emails regarding this application.

At the public hearing before the Planning Commission, there were no comments from the public is support or opposition to the application. The Commission unanimously recommended approval of the Comprehensive Plan amendment and the zone change.

Action is at the discretion of the City Council.

Dates of Hearing:
Planning Commission- September 2, 2025
City Council- September 23, 2025

Date of Pre-Application Meeting: July 15, 2025

Council Ward: Ward 5, Sara Bana

Owner: Yvonne Minter

Applicant: Joel Wilson (Staff has a letter on file authorizing the applicant to make this application)

Proposed Use: Duplex development

Size: The subject property contains an area of 1.32 acres more or less

Development Proposed by Comprehensive Plan:

Area of Request:	Single-Family Detached Residential
North:	Single-Family Detached Residential
South:	Single-Family Detached Residential
East:	Single-Family Detached Residential
West:	Single-Family Detached Residential

Zoning Districts:

Area of Request:	R-6
North:	R-6
South:	R-6
East:	R-6
West:	R-6

Current Land Use:

Area of Request:	Vacant
North:	Single-Family Residential
South:	Single-Family Residential
East:	Single-Family Residential
West:	Single-Family Residential

Comprehensive Plan Citation:
The Future Land Use designation for the subject property is Single-Family Detached Residential, which does not match the proposed SPUD zoning sought by this application, therefore a resolution to amend the Future Land Use Map in the Comprehensive Plan must be made if this application is to be approved. This application proposes to amend the Future Land Use designation for the subject property to Medium Density Residential, which are described below.

Single-Family Detached Residential Land Use
This use is representative of traditional, single-family detached dwelling units. Of the residential categories, it is recommended that single-family detached land use continue to account for the largest percentage. The areas designated for single-family detached residential land use are generally not adjacent to incompatible land uses, and are in proximity to existing single-family residential land use. The City should strive for a range of lot sizes to develop, and should reinforce this by providing a choice of several single-family zoning districts with various lot sizes in the Zoning Ordinance.

Medium Density Residential Land Use
This use is representative of two-family, attached dwelling units, such as duplex units and townhomes. Medium density land uses often provide areas for “empty nesters” who may not want the maintenance of a large-lot single family home and for young families who may find a townhome or duplex more affordable than a single-family home. It is anticipated that new areas for medium density land use will be developed in the future.

Comprehensive Plan Analysis

In instances where a development proposal does not directly reflect the land use pattern for a site shown on the Future Land Use Map, the Comprehensive Plan directs us to consider the following (staff comments in bold):

- Will the proposed change enhance the site and the surrounding area?
    - **The proposed zone change would enhance the surrounding area by allowing for reasonable development on an undeveloped site.**
- Is the proposed change a better land use than that recommended by the Future Land Use Plan?
    - **The proposed land use is a reasonable development for the site due to its proximity to an arterial road. The Comprehensive Plan calls for mid-block areas along arterial roads to be used for residential, light retail, or office uses. It also calls for duplexes, patio homes, and townhomes to be used to buffer between single-family and major thoroughfares.**

- Will the proposed use impact adjacent residential areas in a negative manner? Or will the proposed use be compatible with, and/or enhance, adjacent residential areas?
    - **The proposed use should be compatible with adjoining residential areas. The use patterns of duplexes are very similar to those of single family residential. The Zoning Regulations call for screening along properties zoned for residential use.**

- Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?
    - **The proposed use will be similar to the existing uses in the area in terms of appearance, hours of operation, and traffic patterns.**

- Does the proposed use present a significant benefit to the public health, safety, and welfare of the community? Would it contribute to the City's long-term economic well-being?
    - **While there is no significant benefit to public health or safety of the community, approval of the resolution to amend the Comprehensive Plan would allow the subject property to be used in a manner that would allow it to contribute to the City's long-term economic well-being.**

Based on the analysis above, staff recommends approval of a resolution amending the Comprehensive Plan for the subject property.

Municipal Code Citation:

2.26. – SPUD, Simplified Planned Unit Development

2.25.1. *General Provisions.* The simplified planned unit development, herein referred to as SPUD, is a special zoning district that provides an alternate approach to conventional land use controls to produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed as one unit according to a master development plan map.

The SPUD is subject to special review procedures within 7.4 SPUD Application and Review and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.26.2. *Intent and Purpose.* The intent and purpose of the simplified planned unit development provisions are to ensure:

(A) *Innovative land* development. Encourage innovative development and protect the health, safety and welfare of the community;

(B) *Efficient use of land.* Encourage efficient use of land, facilitate economic arrangement of buildings and circulation systems.

(C) *Appropriate limitations and compatibility.* Maintain appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

History:

1. (PC-1729) The subject property was rezoned from R-1-D to R-6 with the adoption of the Zoning Regulations in 2010.

Next Steps:

If Council approves this rezone, the applicant can proceed with platting and application for building permits.

Staff Comments-

There are numerous construction requirement references made in the Engineering, Fire Marshal, and Public Works portions of this report. The intent of the Municipal Code is to directly involve the applicant in continued community development activities such as extending public sewer and water and making street improvements, for example. This is a rezoning application, and the construction references are provided to make the applicant and subsequent developers of this property aware of their applicability as they relate to the future development or redevelopment of this property.

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There are public water mains bordering the proposed parcel, an eight (8) inch line running along the east side of Westmoreland Avenue and a twelve (12) inch line running along the south side of N.E. 10th Street. A future line extension along Wilkinson Drive will be required at the time of platting. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There are public sewer mains bordering the proposed parcel, an eight (8) inch line running along the east side of Westmoreland Avenue and an eight (8) inch line running along the east side of Wilkinson Drive. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the parcel is from Westmoreland Avenue, N.E. 10th Street, Wilkinson Drive. Westmoreland Avenue and Wilkinson Drive are designated as local roads in the Comprehensive Plan. N.E. 10th Street is designated as a Secondary Arterial in the Comprehensive Plan. Public road and sidewalk improvements are not required as part of this application, they will be required at the time of platting.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application.

Easements and Right-of-Way

No further easements or right of way would be required with this application.

Fire Marshal's Comments:
Compliance with MWC Ordinance Chapter 15 is required.

Planning Division:
Staff met with the applicant on July 15, 2025, for a pre-application meeting, and on July 22nd for a Site Plan Review Team meeting.

The subject property is currently undeveloped, and the Applicant is proposing to develop the property into a duplex development on a single lot with six (6) buildings for a total of twelve (12) units.

SPUD Review

Underlying Zoning: R-MD (Medium Density Residential District)
Use Modifications:
The SPUD proposes establishing Front, Side, and Rear setbacks of 25 ft., 7 ft., and 25 ft., respectively. These setbacks match what the Zoning Regulations require for a duplex development. The SPUD proposes a total of twelve (12) residential units on the site, which is a lower density than 10-20 units per acre the proposed underlying zoning would typically allow. If this application is approved, additional units would not be allowed without approval from City Council.

The applicant has requested that curb & gutter and sewer tie ins be allowed to be phased along with the construction of buildings. Staff do not support this request. Under current regulations, the applicant has the option to either complete the infrastructure improvements along with the first phase of construction or to pay the fee in-lieu of street and sidewalk improvements. The fee in-lieu mechanism was put in place to allow flexibility in how infrastructure improvements can be completed.

This application is supported by the Comprehensive Plan, and the SPUD proposes minimal modifications to the underlying R-MD zoning district. Staff do not recommend approval of phasing infrastructure improvements for this development.

Action is at the discretion of the Planning Commission.

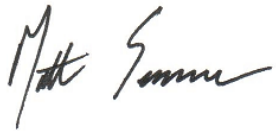
Action Required:
Approve or reject to amend the Comprehensive Plan from Single-Family Detached Residential Land Use to Medium Density Residential Land Use; and to approve or reject the ordinance to redistrict from R-6 (Single-Family Detached Residential) to SPUD (Simplified Planned Unit Development), for the property noted herein, subject to staff comments as found in the September 23, 2025 City Council agenda packet and made part of PC-2228 file.

Suggested Motions:

"To approve the resolution amending the Comprehensive Plan to Medium Density Residential Land Use subject to Staff Comments found in the September 23, 2025, City Council agenda packet and made a part of the PC-2228 file."

"To approve the ordinance redistricting the property noted herein to the Simplified Planned Unit Development with underlying R-MD zoning district subject to Staff Comments found in the September 23, 2025, City Council agenda packet and made a part of the PC-2228 file."

Please feel free to contact the Community Development Department at (405) 739-1220 with any questions.



Matt Summers, AICP

Community Development Director

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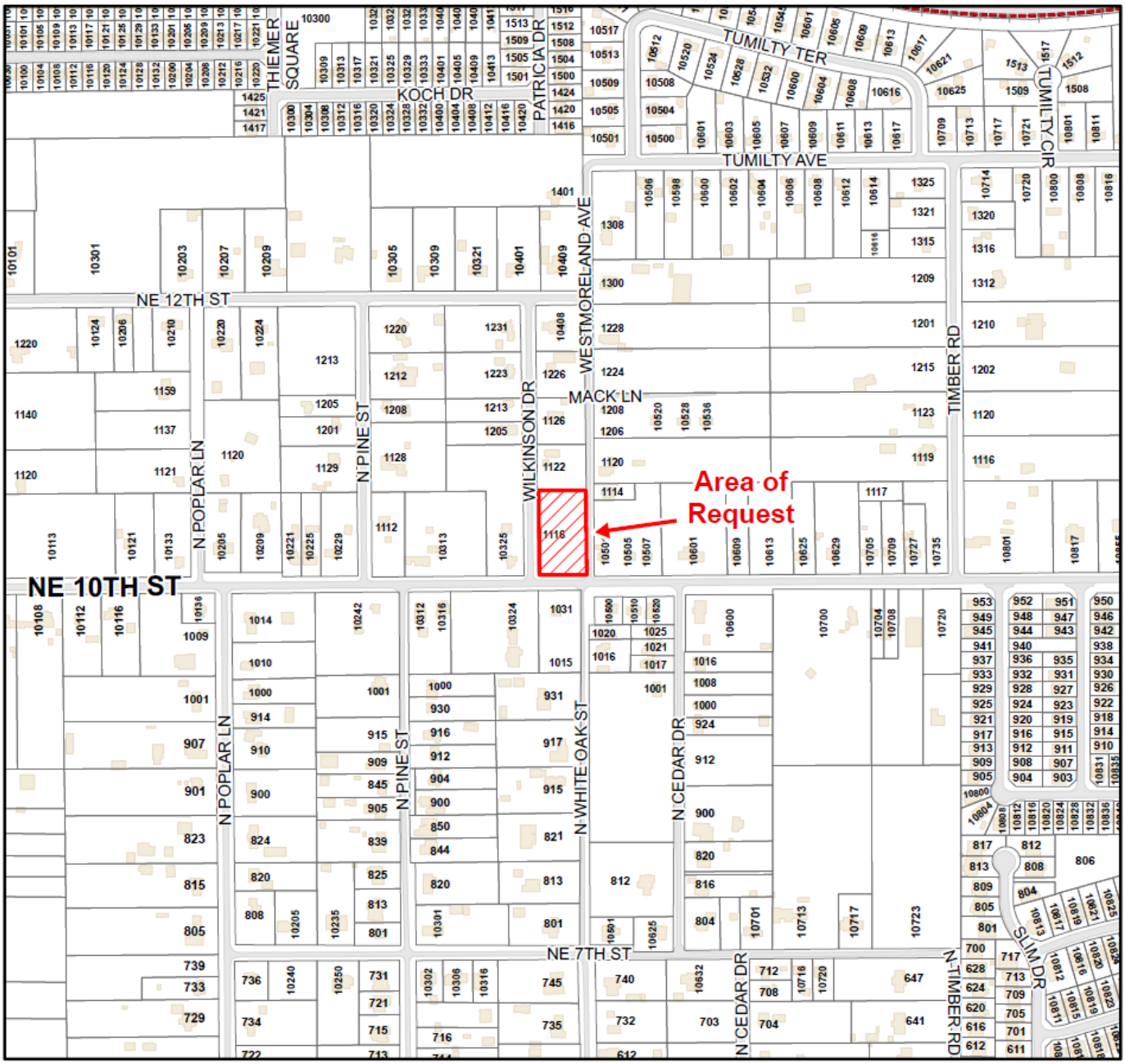
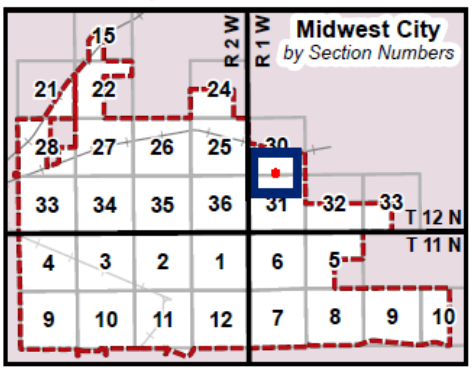


Locator Map



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General Map Legend

- Area of Request
- Parcels with Addresses
- Buildings
- Edge of Pavement
- MWC City Limits

Railroads

- Active
- Inactive / Closed

GENERAL MAP FOR PC-2228 (SW/4, Sec. 30, T12N, R1W)

N

0 500 1,000 Feet

On 8.5" x 11" paper 1 inch equals 500 feet

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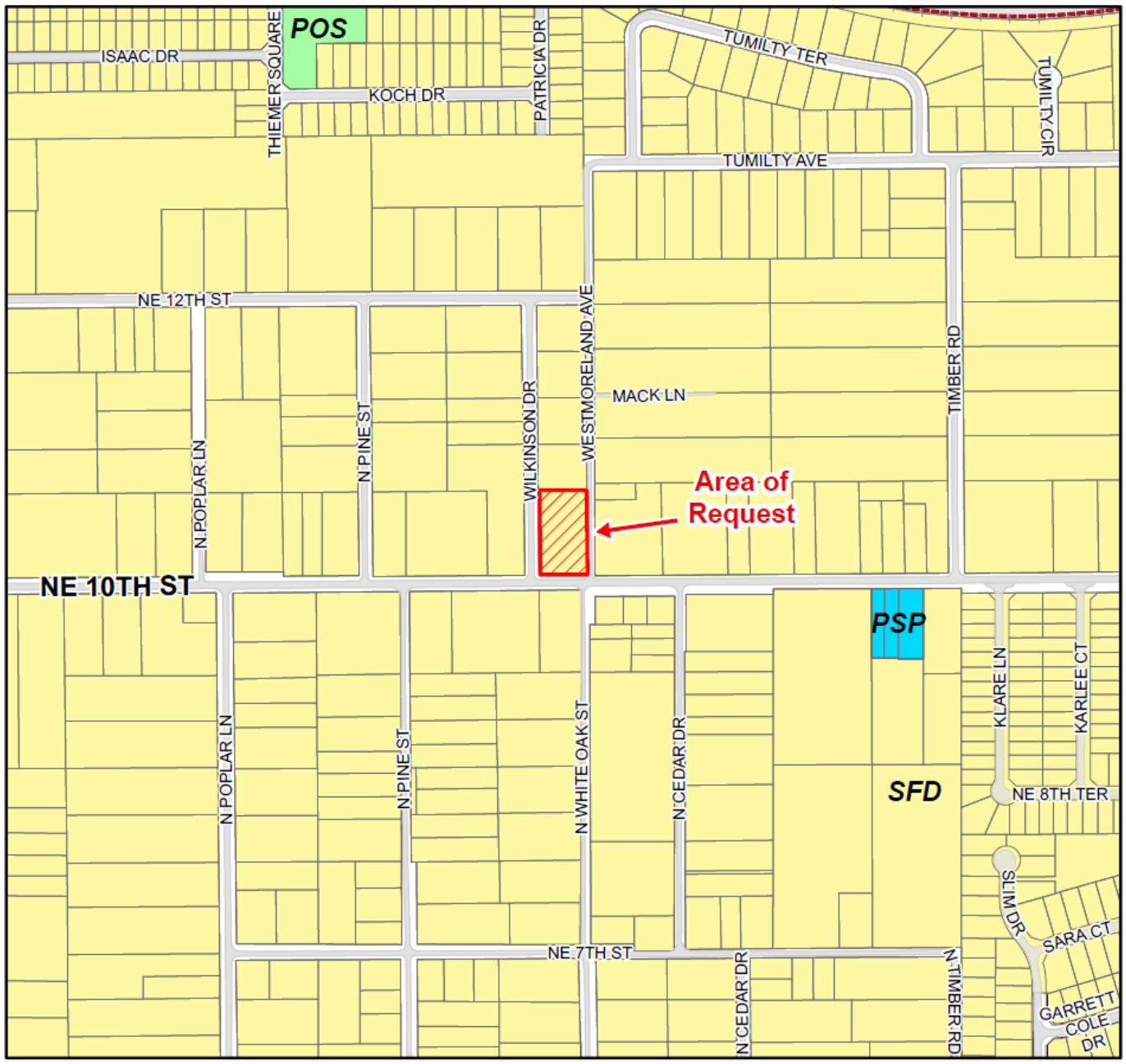

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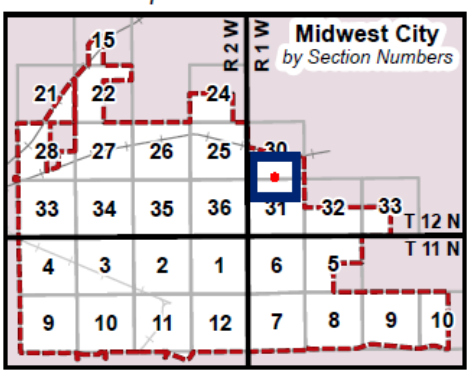

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Future Land Use Legend

- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

FUTURE LAND USE MAP FOR PC-2228 (SW/4, Sec. 30, T12N, R1W)

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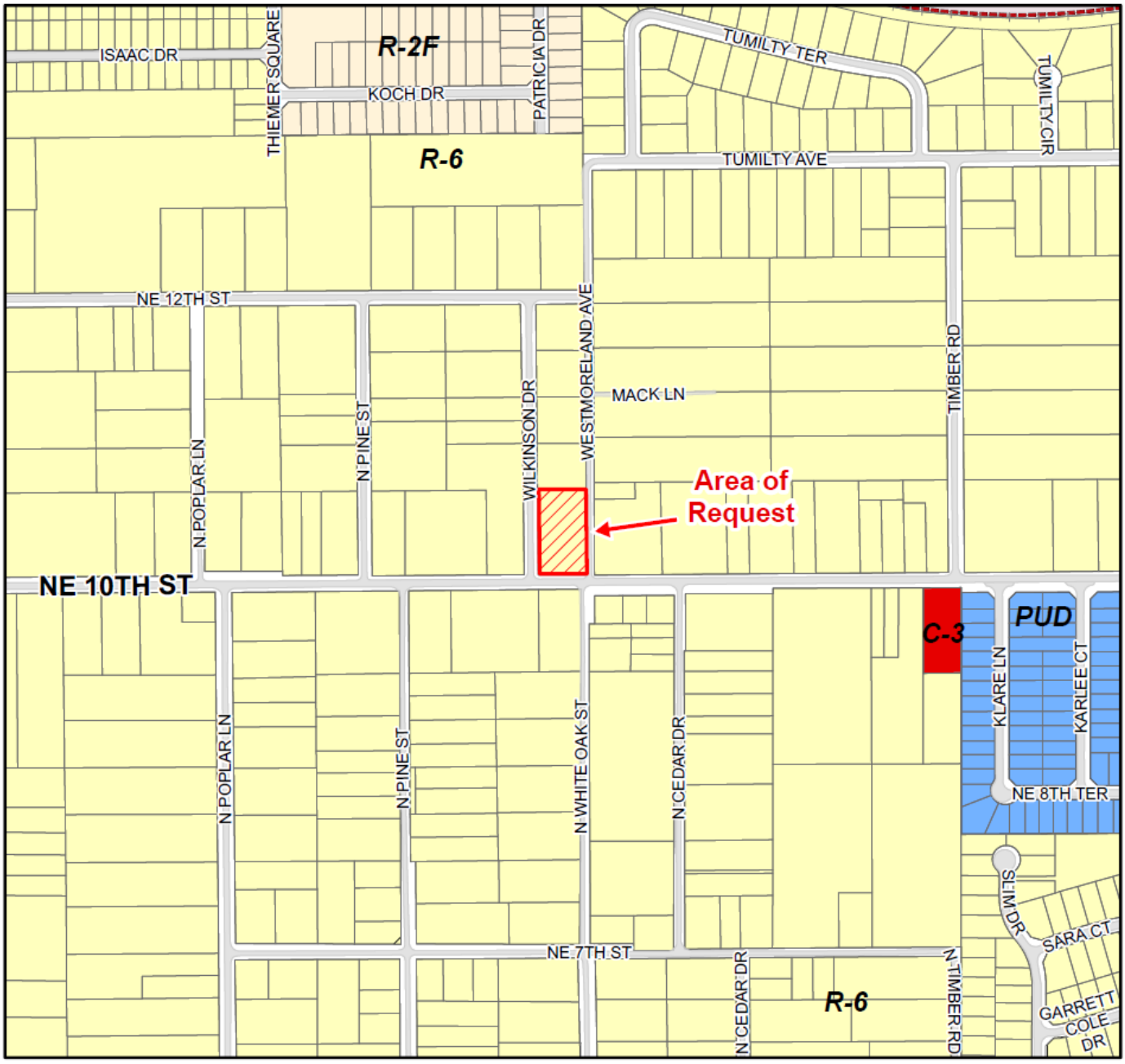

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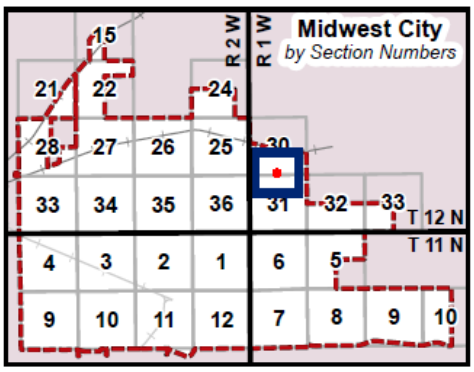

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Current Zoning Legend

A-1	O-1	R-HD
A-1 SUP	O-1 SUP	R-HD SUP
C-1	O-2	R-MH-1
C-1 SUP	O-2 SUP	R-MH-2
C-2	R-6	PUD
C-3	R-6 SUP	SPUD
C-3 SUP	R-8	HOS
C-4	R-10	HOS SUP
C-4 SUP	R-22	
I-1	R-35	
I-2	R-2F	
I-2 SUP	R-MD	
I-3	R-MD SUP	

ZONING MAP FOR PC-2228 (SW/4, Sec. 30, T12N, R1W)

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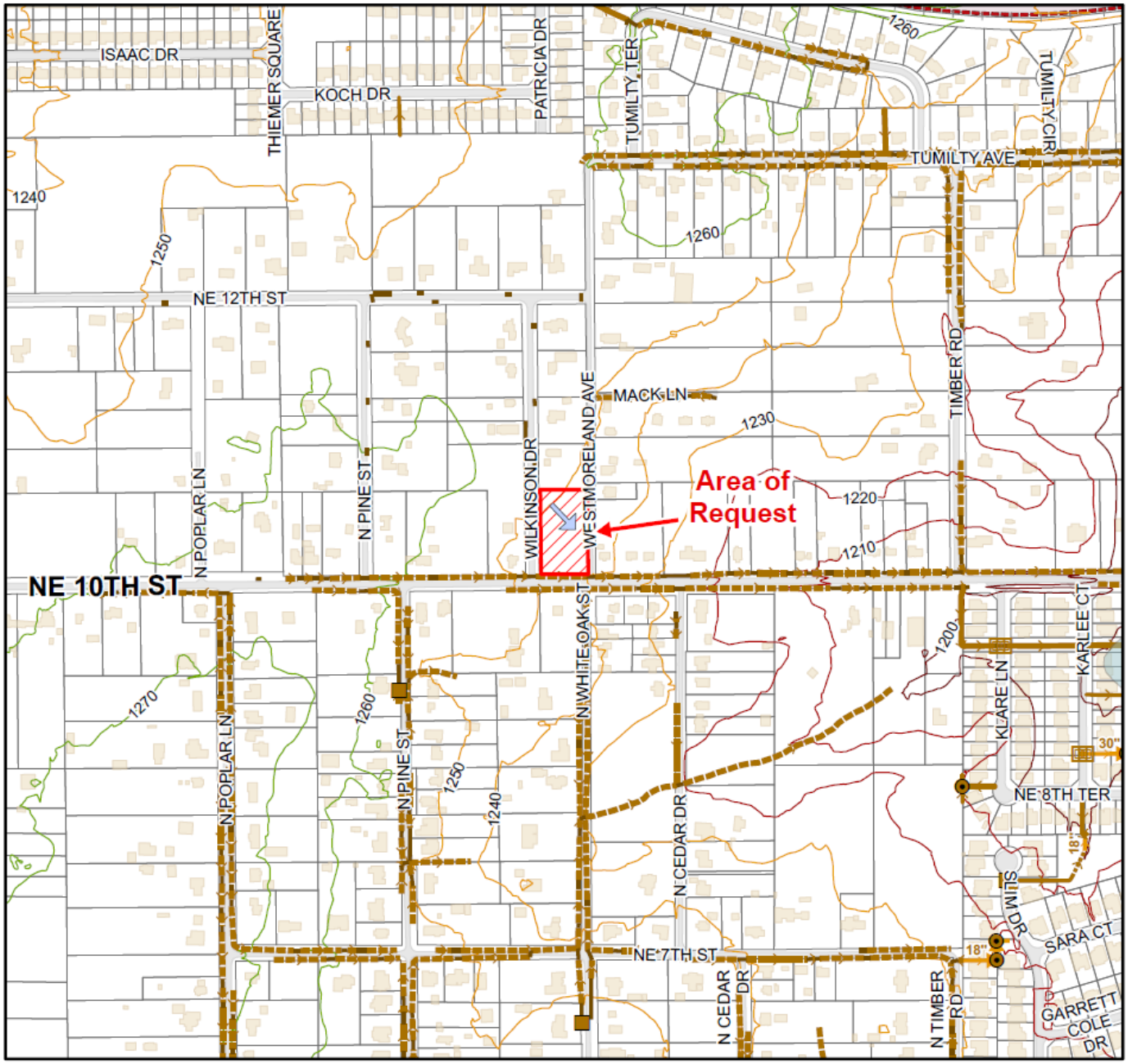

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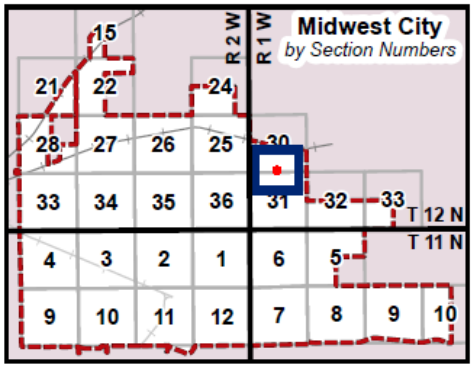

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Drainage Legend

- Curb Inlets
- Inlets
- Junction Box
- Culverts
- Flumes
- Developed Channels
- Trickle Channels
- Undeveloped Channels
- Storm Lines
- Creeks

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- Floodway

Contours

- 1166-1204 ft
- 1204-1228 ft
- 1228-1250 ft
- 1250-1278 ft
- 1278-1324 ft

Magnitude

- <2°
- 3-5°
- 6-10°
- 11-20°

DRAINAGE MAP FOR PC-2228 (SE/4, Sec 6, T11N, R1W)

N

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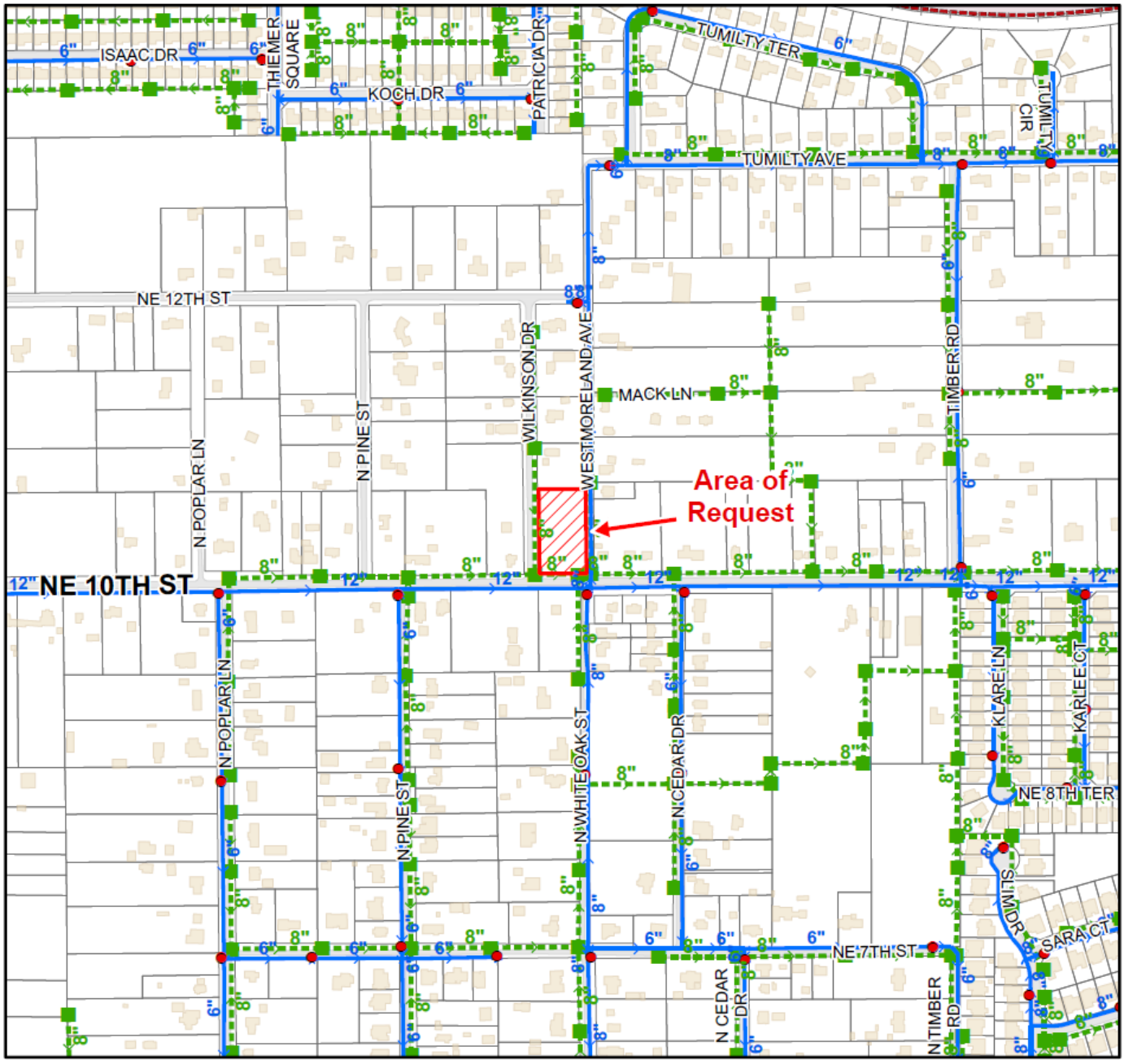

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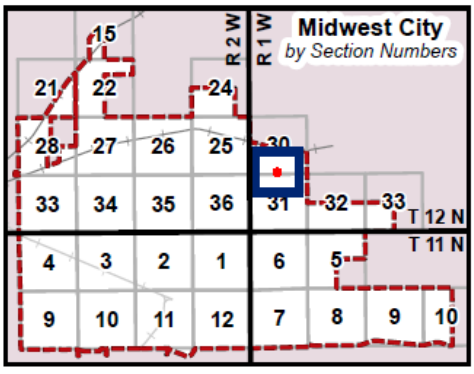

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Water/Sewer Legend

- Fire Hydrants

Water Lines

- Distribution
- Well
- OKC Cross Country
- Sooner Utilities
- Thunderbird
- Unknown
- Sewer Manholes
- Sewer Lines

WATER SEWER MAP FOR PC-2228 (SW/4, Sec. 30, T12N, R1W)

N 0 500 1,000 Feet

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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Simplified Planned Unit Development

The following is to be used if the request is for a Simplified Planned Unit Development. If this request is not for a Simplified Planned Unit Development, do not complete the next 2 pages.

This document serves as the DESIGN STATEMENT and fulfills the requirement for the SPUD. The Special Development Regulations section of the form must be completed in its entirety. If the applicant proposes additional, more restrictive, design criteria than established in the Special Development Regulations, please elaborate under Other Development Regulations.

A. Special Development Regulations

1. List of the owners and/or developers: Joel Wilson
   (Brandon Lenger may speak on my behalf at meetings)
2. Please list the adjoining land uses, both existing and proposed.
   North: SFD
   South: SFD
   East: SFD
   West: SFD
3. Please list the use or uses that would be permitted on the site.
   Residential Dwellings Only
4. This site will be developed in accordance with the Development Regulations of the MDR zoning district.
5. Please list all applicable special development regulations or modified regulations to the base zoning district: NONE
6. Please provide a statement of the existing and proposed streets, including right-of-way standards and street design concepts:
   Wilkinson Dr & Westmoreland Ave are existing (Both 2 way streets) No Impact to NE 10th Street
7. Please describe the physical characteristics of the following:
   Sight-proof screening proposed:
   Fencing and landscaping on the north boundary to be determined with the help and approval of the Midwest City Community Development Department
   Landscaping proposed:
   Trees planted in each front yard (total of 12 trees added) All mature trees that are able to be preserved will be.

The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Signs proposed: NONE

Area of open space proposed: Each unit will have individual yard space

Proposed access points: A Private Drive per building (totaling 6) 3 to Westmoreland Ave and 3 to Wilkinson Dr

Drainage information: Storm water & drainage to be directed and restricted with an engineer designed and approved detention pond on the S end of the lot.

8. Existing or proposed building size: 6 buildings (each 2122 square feet under roof) 12,732 Total
   Maximum building height: 20 feet
   Number of existing or proposed buildings: 6
   Building setbacks – Front: 25 feet
   Sides: 10 feet
   Rear: 25 feet
9. Please provide a description of the proposed sequence of development.
   Development of curb & gutter & plumbing infrastructure timeframe to be agreed to with MWC Planning. Requesting that the developers may complete curb and gutter and sewer tie ins on the same time schedule as the units are built. Construction of 2 buildings in the first year, followed by two more after their completion, and ended with a final phase and construction of the final 2 buildings.

B. Other Development Regulations

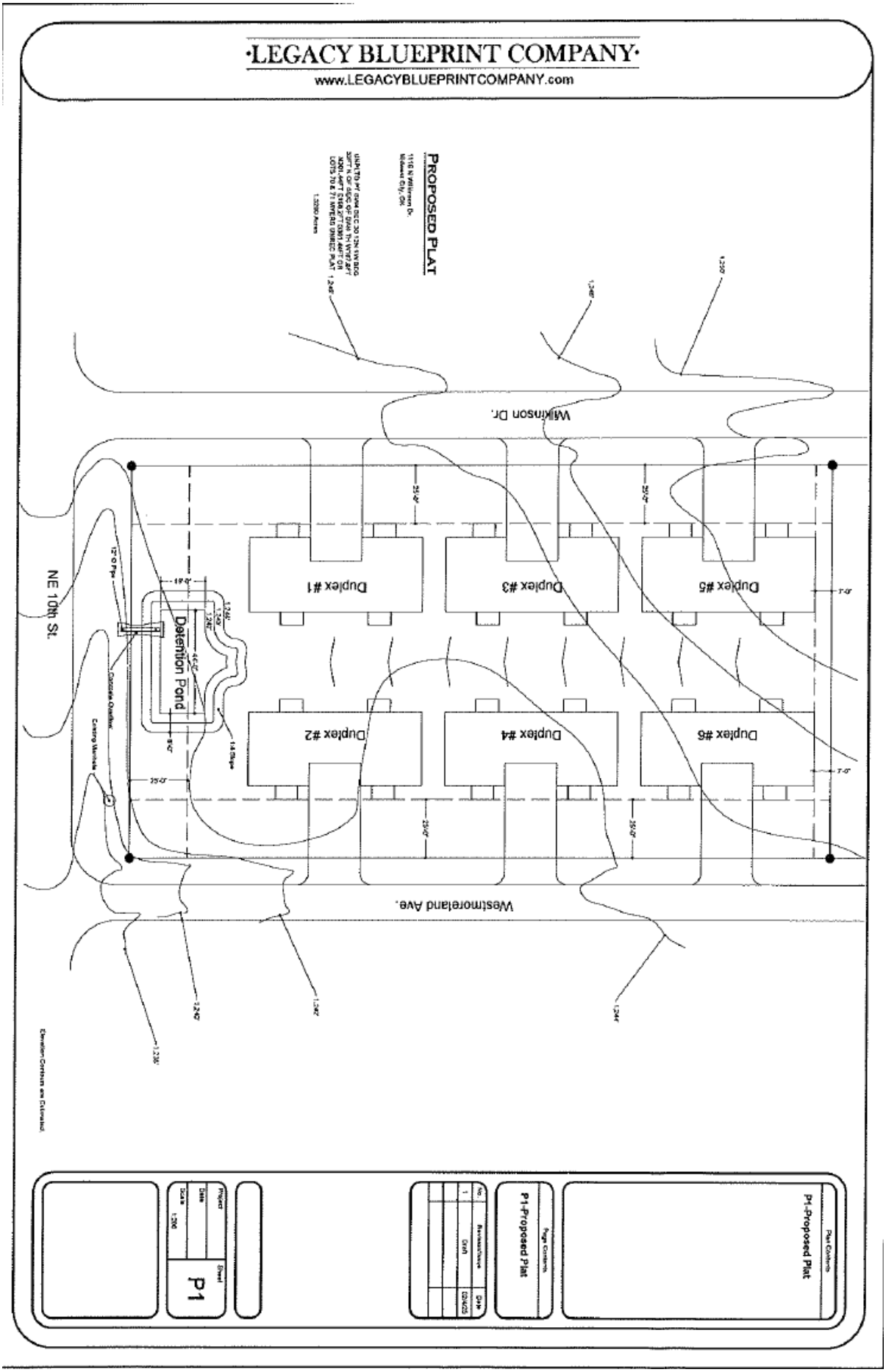
Please list any other amenities or controls included in the SPUD: NONE

C. Master Plan Map (attached)

Exhibit A: Preliminary Plat

This site will be developed in accordance with the Master Development Plan Map as submitted to the City of Midwest City for approval in conjunction with this request.

Signature 7/17/25 Date


·LEGACY BLUEPRINT COMPANY·
www.LEGACYBLUEPRINTCOMPANY.com
PROPOSED PLAT
Wilkinson Dr.
Westmoreland Ave.
NE 10th St.
Duplex #1
Duplex #3
Duplex #5
Duplex #2
Duplex #4
Duplex #6
Detention Pond
P1-Proposed Plat
P1

PC-2228

RESOLUTION NO. _____

A RESOLUTION AMENDING THE COMPREHENSIVE PLAN MAP CLASSIFICATION FROM SINGLE FAMILY DETACHED RESIDENTIAL LAND USE TO MEDIUM DENSITY RESIDENTIAL LAND USE FOR THE PROPERTY DESCRIBED IN THE RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.

WHEREAS, currently the Comprehensive Plan Map of Midwest City, Oklahoma shows the following described property identified, for future planning purposes, as Single-Family Detached Residential:

A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 30 TOWNSHIP 12N RANGE 1W BEGINNING 33 FT NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) THENCE WEST 167.8 FT, NORTH 301.44 FT, EAST 168.2 FT, SOUTH 301.44 FT.

WHEREAS, it is the desire of the applicant to amend the future planning classification of the above referenced property from Single-Family Detached Residential to Medium Density Residential.

WHEREAS, with the applicant's request the change in future planning classification complies with the City's Comprehensive Plan.

WHEREAS, the applicant has met both state and local notification requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MIDWEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA:

That the classification of above described property located in Midwest City, Oklahoma is hereby changed from Single-Family Detached Residential to Medium Density Residential Land Use on the Comprehensive Plan Map.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2025.

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
MATTHEW D. DUKES II, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2025.

_____
DONALD MAISCH, City Attorney

PC-2228

ORDINANCE NO. _____

AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY DESCRIBED IN THIS ORDINANCE FROM R-6 TO SPUD, SIMPLIFIED PLANNED UNIT DEVELOPMENT, AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZONING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

SECTION 1. That the zoning district of the following described property is hereby reclassified from R-6 to SPUD, Simplified Planned Unit Development with the R-MD zoning district as a base zoning subject to the conditions contained in the PC-2228 file, and that the official Zoning District Map shall be amended to reflect the reclassification of the property's zoning district as specified in this ordinance:

> A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 30 TOWNSHIP 12N RANGE 1W BEGINNING 33 FT NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) THENCE WEST 167.8 FT, NORTH 301.44 FT, EAST 168.2 FT, SOUTH 301.44 FT.

SECTION 2. That the SPUD master plan is adopted for the property described by the legal description in Section 1. The master plan consists of both a Design Statement and a Master Development Plan Map. The master plan is included in this ordinance as Exhibit A. Any modifications, revisions, or expirations of the PUD master plan will be handled in accordance with Appendix A of the Midwest City Municipal Code.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2025.

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
MATTHEW D. DUKES II, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2025.

_____
DONALD MAISCH, City Attorney

City Attorney, Donald D. Maisch
100 N. Midwest Boulevard
Midwest City, OK 73110
DMaisch@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch
City Attorney

RE: Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration; by creating a new Article XI, Midwest City Municipal Code Enforcement Lien Act; providing for a repealer, and severability. (D. Maisch – City Attorney).

Date: September 23, 2025

The proposed amendments to Chapter 2, Administration; by creating a new Article XI, Midwest City Municipal Code Enforcement Lien Act (Act) is to make effective the provisions of HB 2147 as required by the Act. The Act is codified in state statute at Title 11 of the Oklahoma Statutes, Section 140 *et seq*.

If adopted, this will allow the City to initiate foreclosure actions on liens is files with the County once the total amount reaches $1,500.00 or more. By the Act the City cannot foreclose on any lien where the property is a residence and is occupied by the owner. The City will be able to foreclose on liens it has filed on commercial and rental properties.

Most of the types of liens the City files with the County are for trash and rubbish clean up and tall grass and weed removal.

Adoption is at the discretion of the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 2, ADMINISTRATION; CREATING A NEW ARTICLE AT ARTICLE XI, ENTITLED "THE MIDWEST CITY MUNICIPAL CODE LIEN ENFORCEMENT ACT"; SECTIONS: 2-150, CREATED; 2-151, PURPOSE; 2-152, DEFINITIONS; 2-153, ENFORCEMENT; 2-154, PROCEDURE; 2-155, OWNER-OCCUPIED REAL PROPERTY; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

Section 1. A new ordinance in the Midwest City Municipal Code, Chapter 2, Administration; Article XI, Midwest City Municipal Code Enforcement Lien Act; Section 2-150, Created; is hereby enacted to read as follows:

Section 2-150. Created.

There is hereby created The Midwest City Municipal Code Enforcement Lien Act.

Section 2. A new ordinance in the Midwest City Municipal Code, Chapter 2, Administration; Article XI, Midwest City Municipal Code Enforcement Lien Act; Section 2-151, Purpose; is hereby enacted to read as follows:

Section 2-151. Purpose.

The purpose is for the City of Midwest City to adopt the provisions of the State Municipal Code Enforcement Lien Act which is codified at Title 11 of the Oklahoma Statutes, Section 22-140 *et seq.*

The effective date of the Midwest City Municipal Code Enforcement Lien Act is November 1, 2025.

Section 3. A new ordinance in the Midwest City Municipal Code, Chapter 2, Administration; Article XI, Midwest City Municipal Code Enforcement Lien Act; Section 2-152, Definitions; is hereby enacted to read as follows:

Section 2-152. Definitions.

As used in The Midwest City Municipal Code Enforcement Lien Act, the following terms shall have the following meanings:

1. "Code enforcement director" means the Director of Neighborhood Services for the City of Midwest City who is an employee of the City and tasked by the municipal governing body with

the enforcement of state law or local ordinances related to the condition of real property within the jurisdiction of the municipality;

2. "Interested party" means:

a. the person who last appears as owner of the real property in the county records,

b. the current mortgagee of record of the property or assignee of record of the mortgagee,

c. the current holder of a beneficial interest in a deed of trust recorded against the real property,

d. a tax certificate holder, or

e. any party having an interest in the real property, or in any part thereof, legal or equitable, in severalty or as tenant in common, whose identity and address are reasonably ascertainable from the records of the municipality or records maintained in the county records or as revealed by a full title search, consisting of fifty (50) years or more. An interested party shall not include the holder of the benefit of an easement which burdens the real property, the holder of the benefit or burden of a real covenant which burdens the real property, or the holder of the benefit of a utility easement which burdens the real property;

3. "Minimum bid price" means the price that equals the redemption amount;

4. "Municipal code lien" means any lien that has been levied against real property by a municipality that is the result of the nonpayment of any fine, penalty, abatement cost, or enforcement cost incurred by a municipality related to the enforcement of state or local housing and building codes. Such lien shall include only those liens which arise out of a failure to comply with any law of the State of Oklahoma, or from the failure to comply with a municipality's ordinances or resolutions. A municipal code lien shall not include any lien that has previously been certified to the tax collector of the county for inclusion on the property tax bill associated with the real property;

5. "Municipal code lien payoff" means the principal amount of a municipal code lien, interest accrued at the rate of seven and onehalf percent (7.5%) per annum from the date the municipal code lien was filed in the office of the county clerk, any fees or costs incurred in the collection of such a lien under this act including, without limitations, the cost of title examinations and publication of notices, and any other penalties allowable under either the laws of the State of Oklahoma or under an ordinance or resolution enacted by the municipality;

6. "Owner-occupied" means real property that is lawfully occupied as a principal residence that is any of the following: a. a homestead as described in Section 2888 of Title 68 of the Oklahoma Statutes, b. exempt from ad valorem taxation under Sections 2904 through 2911 of Title 68 of the Oklahoma Statutes, and c. eligible for the designations listed in subparagraph a or b or this paragraph, but which has not yet been granted such designation and which is lawfully occupied by the family of a deceased individual;

7. "Redemption amount" means the sum of:

a. the full amount of the municipal code lien payoff for each municipal code lien on which the municipality is seeking to foreclose under this act, and

b. any tax payoff that may be applicable to the property on which the municipality is seeking to foreclose under this act;

8. "Taxes" means those taxes assessed against real property by either the State of Oklahoma, the county in which the real property is situated, or the municipality that are delinquent as of the date a proceeding under this act is commenced or at any time before final resolution of

the same, and shall also include any taxes assessed against real property that are unpaid from any previous year and any amounts required for redemption. As provided in Section 3103 of Title 68 of the Oklahoma Statutes, a lien for taxes shall be superior to all other liens, including municipal code liens;

9. "Tax certificate holder" means any of the following:

a. a tax sale purchaser who holds a certificate of purchase,

b. the state, where it has accepted and recorded a certificate of purchase obtained at a tax sale,

c. any party to which a certificate of purchase obtained at a tax sale has been assigned, or

d. the purchaser or assignee of a tax lien certificate; and

10. "Tax payoff" means all amounts necessary to satisfy any claims for delinquent taxes assessed against the real property on which the municipality is seeking foreclosure under this act. Those amounts shall include:

a. if the taxes associated with the property are delinquent, but the property has not yet been sold for taxes, the full amount of delinquent taxes, costs, fees, and charges due to the county tax collector,

b. if the property has been sold for taxes to either the state or to a party other than the state, those amounts required for redemption, except for when a municipality is the prevailing bidder, the tax payoff amount shall be the lesser of these amounts, and

c. if a tax lien has been sold by a county, the amount required for redemption.

Section 4. A new ordinance in the Midwest City Municipal Code, Chapter 2, Administration; Article XI, Midwest City Municipal Code Enforcement Lien Act; Section 2-153, Enforcement; is hereby enacted to read as follows:

Section 2-153. Enforcement.

A. Notwithstanding any law to the contrary, any fees, penalties, and abatement costs imposed against property other than owner-occupied real property for violations of a municipality's housing and building codes adopted pursuant to the statutes of the State of Oklahoma may be enforced in rem as a lien in accordance with this act; provided, however, such enforcement shall not commence until the cumulative amount of fees, penalties, and abatement costs outstanding equals or exceeds One Thousand Five Hundred Dollars ($1,500.00).

B. Every municipal code lien, as defined in this act, shall be superior to all other liens, except those liens for taxes described or referenced in Section 3103 of Title 68 of the Oklahoma Statutes.

C. Proceedings in accordance with this Act are to solely enforce the municipal code lien for real property subject to the municipal code lien and shall not constitute an action for personal liability for the municipal code liens against the owner or owners of the real property.

D. The enforcement and remedies set forth in this Act shall not extend to any nongovernmental transferee of municipal code liens.

E. Enforcement under this Act shall only be initiated by the City of Midwest City.

F. Enforcement under this Act shall utilize the judicial in rem proceedings of this act as the sole remedy for the enforcement through the sale of real property.

Section 5. A new ordinance in the Midwest City Municipal Code, Chapter 2, Administration; Article XI, Midwest City Municipal Code Enforcement Lien Act; Section 2-154, Procedure; is hereby enacted to read as follows:

Section 2-154. Procedure.

A. After a municipal code lien has been recorded with the office of the county clerk of the county in which the real property is located, the code enforcement director may identify those properties on which to commence a judicial in rem foreclosure in accordance with this act, except that those properties the code enforcement director identifies as owner-occupied shall not be subject to judicial in rem foreclosure under this act. The code enforcement director shall not file a petition for judicial in rem foreclosure in accordance with this act for a period of six (6) months following the date upon which the municipal code lien is recorded in the office of the county clerk. A petition for judicial in rem foreclosure may include any other municipal code lien that has been filed prior to the date the petition is filed. After enforcement proceedings have commenced in accordance with this act, the enforcement proceedings may be amended to include any subsequently arising municipal code liens and, if applicable, any and all taxes as defined in this act.

B. If the property on which the municipality is seeking to foreclose under this act is subject to taxes as defined in this act, then, at least sixty (60) days prior to the filing of the petition, the code enforcement director shall notify all other taxing agencies within the jurisdiction of the municipality and the State of Oklahoma of the code enforcement director's intention to file a petition for judicial in rem foreclosure of the real property on which a municipal code lien exists.

C. In the name of the municipality, the code enforcement director shall, in the appropriate lis pendens record in the office of the county clerk of the county in which the real property is located, file a notice of his or her intent to file a judicial in rem foreclosure action. The notice shall include a legal description of the property, street address of the property if available, a statement that the property is subject to judicial in rem foreclosure proceedings under this act, and a statement that those proceedings may extinguish any legal interests in the property.

D. Simultaneous with the filing of his or her notice of intent to file a judicial in rem foreclosure action, the code enforcement director, in the name of the municipality, shall file a petition with the clerk of the district court for the district in which the real property is located.

E. The petition shall be filed against the real property against which the municipal code lien has been recorded and shall provide all of the following:

1. The identity of the municipality and the name and address of the code enforcement director;
2. The real property address;
3. A description of the real property;
4. The tax identification number of the real property;
5. The municipal code lien which is being foreclosed;
6. The principal amount of the municipal code lien together with applicable interest and penalties;
7. The principal amount of any additional municipal code liens together with applicable interest and penalties in accordance with this section, if any;
8. The year or years for which the taxes are delinquent, if any;
9. The principal amount of the taxes together with interest and penalties, if any;

10. A statement that upon final sale in accordance with this act and payment of the amount due for taxes, if applicable, an interested party's rights of redemption shall be extinguished; and

11. The names and addresses of all interested parties to whom copies of the petition are to be sent in accordance with subsection F of this section.

F. The municipality shall mail copies of the petition by both certified mail, return receipt requested, and by regular mail to all interested parties whose identities and addresses are reasonably ascertainable. Copies of the petition shall also be mailed by first-class mail to the real property address to the attention of the occupants of the property, if any. In addition, notice shall be physically posted on the real property and shall include the following statement: "THIS PROPERTY IS SUBJECT TO A JUDICIAL IN REM FORECLOSURE ACTION AND MAY BE TRANSFERRED TO THE CITY OF MIDWEST CITY OR ANOTHER PARTY. PERSONS WITH INFORMATION REGARDING THE CURRENT OWNER OF THE PROPERTY ARE REQUESTED TO CONTACT THE CITY OF MIDWEST CITY."

G. Within thirty (30) days of the filing of the petition, the municipality shall cause a notice of the filing of the petition to be published once each week for three (3) consecutive weeks in a newspaper of general circulation in the county in which the property is located. Such notice shall specify:

1. The name and address of the code enforcement director;

2. The real property address;

3. A description of the real property;

4. The tax identification number of the real property;

5. Any applicable municipal code lien which is being foreclosed upon;

6. The principal amount of any municipal code lien together with interest and penalties;

7. The applicable period of tax delinquency, if any;

8. The principal amount of taxes, if any;

9. That upon deposit with the appropriate parties by the court of the tax payoff amount, if any, any and all rights of redemption accorded to interested parties are extinguished; and

10. The date and place of the filing of the petition.

Section 6. A new ordinance in the Midwest City Municipal Code, Chapter 2, Administration; Article XI, Midwest City Municipal Code Enforcement Lien Act; Section 2-155, Owner-occupied real property; is hereby enacted to read as follows:

Section 2-155. Owner-occupied real property.

A. The Midwest City Municipal Code Enforcement Act explicitly does not apply to "owner-occupied" real properties as defined in this Act.

B. Notices, support services, and referrals to be provided to the owners and occupants of owner-occupied real properties shall comply with the applicable provisions in Title 11 of the Oklahoma Statutes and/or the applicable provisions of the ordinances of the City of Midwest City not contained in this Act.

Section 7. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2025.

THE CITY OF MIDWEST CITY, OKLAHOMA

_____

MATTHEW D. DUKES, II, Mayor

ATTEST:

_____

SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2025.

_____

DONALD D. MAISCH, City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 2, ADMINISTRATION; CREATING A NEW ARTICLE AT ARTICLE XI, ENTITLED "THE MIDWEST CITY MUNICIPAL CODE LIEN ENFORCEMENT ACT"; SECTIONS: 2-150, CREATED; 2-151, PURPOSE; 2-152, DEFINITIONS; 2-153, ENFORCEMENT; 2-154, PROCEDURE; 2-155, OWNER-OCCUPIED REAL PROPERTY; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

Section 1. A new ordinance in the Midwest City Municipal Code, Chapter 2, Administration; Article XI, Midwest City Municipal Code Enforcement Lien Act; Section 2-150, Created; is hereby enacted to read as follows:

Section 2-150. Created.

There is hereby created The Midwest City Municipal Code Enforcement Lien Act.

Section 2. A new ordinance in the Midwest City Municipal Code, Chapter 2, Administration; Article XI, Midwest City Municipal Code Enforcement Lien Act; Section 2-151, Purpose; is hereby enacted to read as follows:

Section 2-151. Purpose.

The purpose is for the City of Midwest City to adopt the provisions of the State Municipal Code Enforcement Lien Act which is codified at Title 11 of the Oklahoma Statutes, Section 22-140 *et seq.*

The effective date of the Midwest City Municipal Code Enforcement Lien Act is November 1, 2025.

Section 3. A new ordinance in the Midwest City Municipal Code, Chapter 2, Administration; Article XI, Midwest City Municipal Code Enforcement Lien Act; Section 2-152, Definitions; is hereby enacted to read as follows:

Section 2-152. Definitions.

As used in The Midwest City Municipal Code Enforcement Lien Act, the following terms shall have the following meanings:

1. "Code enforcement director" means the Director of Neighborhood Services for the City of Midwest City who is an employee of the City and tasked by the municipal governing body with

the enforcement of state law or local ordinances related to the condition of real property within the jurisdiction of the municipality;

2. "Interested party" means:

a. the person who last appears as owner of the real property in the county records,

b. the current mortgagee of record of the property or assignee of record of the mortgagee,

c. the current holder of a beneficial interest in a deed of trust recorded against the real property,

d. a tax certificate holder, or

e. any party having an interest in the real property, or in any part thereof, legal or equitable, in severalty or as tenant in common, whose identity and address are reasonably ascertainable from the records of the municipality or records maintained in the county records or as revealed by a full title search, consisting of fifty (50) years or more. An interested party shall not include the holder of the benefit of an easement which burdens the real property, the holder of the benefit or burden of a real covenant which burdens the real property, or the holder of the benefit of a utility easement which burdens the real property;

3. "Minimum bid price" means the price that equals the redemption amount;

4. "Municipal code lien" means any lien that has been levied against real property by a municipality that is the result of the nonpayment of any fine, penalty, abatement cost, or enforcement cost incurred by a municipality related to the enforcement of state or local housing and building codes. Such lien shall include only those liens which arise out of a failure to comply with any law of the State of Oklahoma, or from the failure to comply with a municipality's ordinances or resolutions. A municipal code lien shall not include any lien that has previously been certified to the tax collector of the county for inclusion on the property tax bill associated with the real property;

5. "Municipal code lien payoff" means the principal amount of a municipal code lien, interest accrued at the rate of seven and onehalf percent (7.5%) per annum from the date the municipal code lien was filed in the office of the county clerk, any fees or costs incurred in the collection of such a lien under this act including, without limitations, the cost of title examinations and publication of notices, and any other penalties allowable under either the laws of the State of Oklahoma or under an ordinance or resolution enacted by the municipality;

6. "Owner-occupied" means real property that is lawfully occupied as a principal residence that is any of the following: a. a homestead as described in Section 2888 of Title 68 of the Oklahoma Statutes, b. exempt from ad valorem taxation under Sections 2904 through 2911 of Title 68 of the Oklahoma Statutes, and c. eligible for the designations listed in subparagraph a or b or this paragraph, but which has not yet been granted such designation and which is lawfully occupied by the family of a deceased individual;

7. "Redemption amount" means the sum of:

a. the full amount of the municipal code lien payoff for each municipal code lien on which the municipality is seeking to foreclose under this act, and

b. any tax payoff that may be applicable to the property on which the municipality is seeking to foreclose under this act;

8. "Taxes" means those taxes assessed against real property by either the State of Oklahoma, the county in which the real property is situated, or the municipality that are delinquent as of the date a proceeding under this act is commenced or at any time before final resolution of

the same, and shall also include any taxes assessed against real property that are unpaid from any previous year and any amounts required for redemption. As provided in Section 3103 of Title 68 of the Oklahoma Statutes, a lien for taxes shall be superior to all other liens, including municipal code liens;

9. "Tax certificate holder" means any of the following:

a. a tax sale purchaser who holds a certificate of purchase,

b. the state, where it has accepted and recorded a certificate of purchase obtained at a tax sale,

c. any party to which a certificate of purchase obtained at a tax sale has been assigned, or

d. the purchaser or assignee of a tax lien certificate; and

10. "Tax payoff" means all amounts necessary to satisfy any claims for delinquent taxes assessed against the real property on which the municipality is seeking foreclosure under this act. Those amounts shall include:

a. if the taxes associated with the property are delinquent, but the property has not yet been sold for taxes, the full amount of delinquent taxes, costs, fees, and charges due to the county tax collector,

b. if the property has been sold for taxes to either the state or to a party other than the state, those amounts required for redemption, except for when a municipality is the prevailing bidder, the tax payoff amount shall be the lesser of these amounts, and

c. if a tax lien has been sold by a county, the amount required for redemption.

Section 4. A new ordinance in the Midwest City Municipal Code, Chapter 2, Administration; Article XI, Midwest City Municipal Code Enforcement Lien Act; Section 2-153, Enforcement; is hereby enacted to read as follows:

Section 2-153. Enforcement.

A. Notwithstanding any law to the contrary, any fees, penalties, and abatement costs imposed against property other than owner-occupied real property for violations of a municipality's housing and building codes adopted pursuant to the statutes of the State of Oklahoma may be enforced in rem as a lien in accordance with this act; provided, however, such enforcement shall not commence until the cumulative amount of fees, penalties, and abatement costs outstanding equals or exceeds One Thousand Five Hundred Dollars ($1,500.00).

B. Every municipal code lien, as defined in this act, shall be superior to all other liens, except those liens for taxes described or referenced in Section 3103 of Title 68 of the Oklahoma Statutes.

C. Proceedings in accordance with this Act are to solely enforce the municipal code lien for real property subject to the municipal code lien and shall not constitute an action for personal liability for the municipal code liens against the owner or owners of the real property.

D. The enforcement and remedies set forth in this Act shall not extend to any nongovernmental transferee of municipal code liens.

E. Enforcement under this Act shall only be initiated by the City of Midwest City.

F. Enforcement under this Act shall utilize the judicial in rem proceedings of this act as the sole remedy for the enforcement through the sale of real property.

Section 5. A new ordinance in the Midwest City Municipal Code, Chapter 2, Administration; Article XI, Midwest City Municipal Code Enforcement Lien Act; Section 2-154, Procedure; is hereby enacted to read as follows:

Section 2-154. Procedure.

A. After a municipal code lien has been recorded with the office of the county clerk of the county in which the real property is located, the code enforcement director may identify those properties on which to commence a judicial in rem foreclosure in accordance with this act, except that those properties the code enforcement director identifies as owner-occupied shall not be subject to judicial in rem foreclosure under this act. The code enforcement director shall not file a petition for judicial in rem foreclosure in accordance with this act for a period of six (6) months following the date upon which the municipal code lien is recorded in the office of the county clerk. A petition for judicial in rem foreclosure may include any other municipal code lien that has been filed prior to the date the petition is filed. After enforcement proceedings have commenced in accordance with this act, the enforcement proceedings may be amended to include any subsequently arising municipal code liens and, if applicable, any and all taxes as defined in this act.

B. If the property on which the municipality is seeking to foreclose under this act is subject to taxes as defined in this act, then, at least sixty (60) days prior to the filing of the petition, the code enforcement director shall notify all other taxing agencies within the jurisdiction of the municipality and the State of Oklahoma of the code enforcement director's intention to file a petition for judicial in rem foreclosure of the real property on which a municipal code lien exists.

C. In the name of the municipality, the code enforcement director shall, in the appropriate lis pendens record in the office of the county clerk of the county in which the real property is located, file a notice of his or her intent to file a judicial in rem foreclosure action. The notice shall include a legal description of the property, street address of the property if available, a statement that the property is subject to judicial in rem foreclosure proceedings under this act, and a statement that those proceedings may extinguish any legal interests in the property.

D. Simultaneous with the filing of his or her notice of intent to file a judicial in rem foreclosure action, the code enforcement director, in the name of the municipality, shall file a petition with the clerk of the district court for the district in which the real property is located.

E. The petition shall be filed against the real property against which the municipal code lien has been recorded and shall provide all of the following:

1. The identity of the municipality and the name and address of the code enforcement director;
2. The real property address;
3. A description of the real property;
4. The tax identification number of the real property;
5. The municipal code lien which is being foreclosed;
6. The principal amount of the municipal code lien together with applicable interest and penalties;
7. The principal amount of any additional municipal code liens together with applicable interest and penalties in accordance with this section, if any;
8. The year or years for which the taxes are delinquent, if any;
9. The principal amount of the taxes together with interest and penalties, if any;

10. A statement that upon final sale in accordance with this act and payment of the amount due for taxes, if applicable, an interested party's rights of redemption shall be extinguished; and

11. The names and addresses of all interested parties to whom copies of the petition are to be sent in accordance with subsection F of this section.

F. The municipality shall mail copies of the petition by both certified mail, return receipt requested, and by regular mail to all interested parties whose identities and addresses are reasonably ascertainable. Copies of the petition shall also be mailed by first-class mail to the real property address to the attention of the occupants of the property, if any. In addition, notice shall be physically posted on the real property and shall include the following statement: "THIS PROPERTY IS SUBJECT TO A JUDICIAL IN REM FORECLOSURE ACTION AND MAY BE TRANSFERRED TO THE CITY OF MIDWEST CITY OR ANOTHER PARTY. PERSONS WITH INFORMATION REGARDING THE CURRENT OWNER OF THE PROPERTY ARE REQUESTED TO CONTACT THE CITY OF MIDWEST CITY."

G. Within thirty (30) days of the filing of the petition, the municipality shall cause a notice of the filing of the petition to be published once each week for three (3) consecutive weeks in a newspaper of general circulation in the county in which the property is located. Such notice shall specify:

1. The name and address of the code enforcement director;
2. The real property address;
3. A description of the real property;
4. The tax identification number of the real property;
5. Any applicable municipal code lien which is being foreclosed upon;
6. The principal amount of any municipal code lien together with interest and penalties;
7. The applicable period of tax delinquency, if any;
8. The principal amount of taxes, if any;
9. That upon deposit with the appropriate parties by the court of the tax payoff amount, if any, any and all rights of redemption accorded to interested parties are extinguished; and
10. The date and place of the filing of the petition.

Section 6. A new ordinance in the Midwest City Municipal Code, Chapter 2, Administration; Article XI, Midwest City Municipal Code Enforcement Lien Act; Section 2-155, Owner-occupied real property; is hereby enacted to read as follows:

Section 2-155. Owner-occupied real property.

A. The Midwest City Municipal Code Enforcement Act explicitly does not apply to “owner-occupied” real properties as defined in this Act.

B. Notices, support services, and referrals to be provided to the owners and occupants of owner-occupied real properties shall comply with the applicable provisions in Title 11 of the Oklahoma Statutes and/or the applicable provisions of the ordinances of the City of Midwest City not contained in this Act.

Section 7. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2025.

THE CITY OF MIDWEST CITY, OKLAHOMA

_____

MATTHEW D. DUKES, II, Mayor

ATTEST:

_____

SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2025.

_____

DONALD D. MAISCH, City Attorney

Public Works Administration
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
Public Works Director
pstreets@midwestcityok.org
(405) 739-1061
Assistant Public Works Director
cevenson@midwestcityok.org
(405) 739-1062
www.midwestcityok.org

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: September 23, 2025

Subject: Discussion, consideration, and possible action of awarding the bid to and approving a contract with H & H Plumbing & Utilities, Inc., for $616,970.00 and 90 Calendar Days for the S.E. 29th Street and Douglas Boulevard Water Line and Sanitary Sewer Improvement project and authorizing the City Manager to execute the contract.

Public Works recently sought bids for construction services associated with the SE 29th Street and Douglas Boulevard Water Line and Sanitary Sewer Improvement project. This project will construct 2,360 linear feet of eight (8) inch PVC sanitary sewer line from an existing manhole located north of SE 26th St to the southeast corner of SE 19th St and Engle Rd. It will also construct six (6) linear feet of six (6) inch PVC potable water line, 1,158 linear feet of twelve (12) inch PVC potable water line, and all appurtenances to serve the Sentinal Square development.

The bid opening occurred on August 12, 2025, for the above referenced project. Nine (9) bids were received. The lowest and best bid that met specifications was submitted by H & H Plumbing & Utilities, Inc., for a total base bid of $616,970.00. Staff recommends award of the bid to H & H Plumbing & Utilities, Inc., in the amount of $616,970.00. Upon approval, the parties will enter into a contract to be signed by the City Manager in accordance with the terms and conditions as specified herein.

The recommendation letter and bid tabulation are attached. Funds for this project are available in Account No. 157-5700-431.40-06, Project No. 921501, Account No. 194-9210-463.40-05, Project No. 922201, Account No. 194-9210-463.40-06, Project No. 921501, and Account No. 425-9050-415.40-05, Project No. 902508.

Approval is at the discretion of the Council.

Respectfully,

R. Paul Streets

R. Paul Streets
Public Works Director

Attachments

BwR
DESIGN GROUP

August 15, 2025

City of Midwest City
101 N Midwest City Blvd.,
Midwest City, OK 73110
ATTN: Patrick Menefee, City Engineer

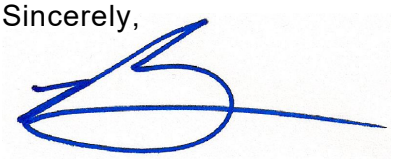
RE: Public Water Main and Public Wastewater Main To Serve S.E. 29th Street

Mr. Menefee,

We have evaluated the bids received on August 12, 2025 for the referenced project above. We received a total of nine (9) bids. The attached bid tabulation detail sheets and summary sheet show the bid amounts received.

The low bid was submitted by H & H Plumbing in the amount of $616,970.00. The Engineer's estimate was $643,730.00. Our evaluation of the experience and reputation of H & H Plumbing indicates that they are capable of completing this project. Therefore, we recommend the award of the contract for construction to H & H Plumbing in the amount of $616,970.00

Sincerely,



Bryan W. Richards, P.E., CFM
BWR DESIGN GROUP, LLC

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PUBLIC WATER & SEWER PLANS TO SERVE
S.E. 29th STREET
Water & Sewer Bid Tabulation Summary
8/12/2025

	Water Project	Sewer Project	TOTAL
ENGR: BWR Design Group	$282,450.00	$361,280.00	**$643,730.00**
4M Trenching	$341,726.00	$438,222.00	**$779,948.00**
Brewer Construction	$357,663.00	$571,910.00	**$929,573.00**
Cimarron Construction	$403,351.00	$490,047.00	**$893,398.00**
Civil Builders	$386,699.20	$543,386.00	**$930,085.20**
H&H Plumbing	$306,840.00	$310,130.00	**$616,970.00**
Jordan Contracting	$360,400.00	$516,030.00	**$876,430.00**
Patriot Construction	$328,541.93	$492,053.00	**$820,594.93**
Timco-Services	$412,263.00	$570,840.00	**$983,103.00**
United Trenching	$368,972.00	$438,765.00	**$807,737.00**

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	PUBLIC WATER MAIN PLANS TO SERVE
	S.E. 29th STREET
	Water Bid Tabulation Page 1 0f 2
DATE	8/12/2025

				ENGR: BWR Design Group		4M Trenching		Brewer Construction		Cimarron Construction		Civil Builders		H&H Plumbing	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	12" PVC WATER LINE (C900)	LF	1,158.00	$ 100.00	$ 115,800.00	$ 112.00	$ 129,696.00	$ 121.00	$ 140,118.00	$ 127.00	$ 147,066.00	$ 99.90	$ 115,684.20	$ 95.00	$ 110,010.00
2	6" PVC WATER LINE (C900)	LF	6.00	$ 75.00	$ 450.00	$ 75.00	$ 450.00	$ 105.00	$ 630.00	$ 125.00	$ 750.00	$ 81.70	$ 490.20	$ 45.00	$ 270.00
3	12"x12" TAPPING SLEEVE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 10,000.00	$ 20,000.00	$ 5,013.00	$ 10,026.00	$ 6,160.00	$ 12,320.00	$ 7,591.40	$ 15,182.80	$ 5,850.00	$ 11,700.00
4	12" TAPPING VALVE & BOX, MJ	EA	2.00	$ 3,000.00	$ 6,000.00	$ 7,500.00	$ 15,000.00	$ 5,129.00	$ 10,258.00	$ 6,995.00	$ 13,990.00	$ 4,904.00	$ 9,808.00	$ 6,550.00	$ 13,100.00
5	12" GATE VALVE & BOX, MJ	EA	6.00	$ 3,000.00	$ 18,000.00	$ 4,320.00	$ 25,920.00	$ 4,333.00	$ 25,998.00	$ 4,340.00	$ 26,040.00	$ 5,192.30	$ 31,153.80	$ 4,850.00	$ 29,100.00
6	6" GATE VALVE & BOX, MJ	EA	1.00	$ 2,000.00	$ 2,000.00	$ 2,700.00	$ 2,700.00	$ 1,717.00	$ 1,717.00	$ 1,660.00	$ 1,660.00	$ 2,056.40	$ 2,056.40	$ 1,650.00	$ 1,650.00
7	12"x12" TEE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 2,150.00	$ 4,300.00	$ 3,017.00	$ 6,034.00	$ 1,880.00	$ 3,760.00	$ 2,224.60	$ 4,449.20	$ 2,650.00	$ 5,300.00
8	12"x6" TEE, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,600.00	$ 1,600.00	$ 2,260.00	$ 2,260.00	$ 1,540.00	$ 1,540.00	$ 1,712.10	$ 1,712.10	$ 2,350.00	$ 2,350.00
9	12" PLUG, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 700.00	$ 1,400.00	$ 1,049.00	$ 2,098.00	$ 975.00	$ 1,950.00	$ 4,308.20	$ 8,616.40	$ 1,250.00	$ 2,500.00
10	12"x90° BEND, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 2,242.00	$ 2,242.00	$ 1,445.00	$ 1,445.00	$ 1,684.80	$ 1,684.80	$ 2,350.00	$ 2,350.00
11	12"x45° BEND, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 1,400.00	$ 2,800.00	$ 2,138.00	$ 4,276.00	$ 1,440.00	$ 2,880.00	$ 1,519.90	$ 3,039.80	$ 2,350.00	$ 4,700.00
12	12"x45° VERTICAL BEND, MJ	EA	4.00	$ 3,500.00	$ 14,000.00	$ 1,900.00	$ 7,600.00	$ 2,138.00	$ 8,552.00	$ 1,655.00	$ 6,620.00	$ 1,785.70	$ 7,142.80	$ 2,950.00	$ 11,800.00
13	FIRE HYDRANT ASSEMBLY	EA	1.00	$ 5,500.00	$ 5,500.00	$ 6,500.00	$ 6,500.00	$ 6,078.00	$ 6,078.00	$ 4,825.00	$ 4,825.00	$ 6,723.40	$ 6,723.40	$ 4,950.00	$ 4,950.00
14	BORE & STEEL ENCASEMENT FOR 12" PIPE	LF	176.00	$ 200.00	$ 35,200.00	$ 510.00	$ 89,760.00	$ 465.00	$ 81,840.00	$ 805.00	$ 141,680.00	$ 715.90	$ 125,998.40	$ 500.00	$ 88,000.00
15	DISINFECTION & TESTING	LS	1.00	$ 7,500.00	$ 7,500.00	$ 1,200.00	$ 1,200.00	$ 4,358.00	$ 4,358.00	$ 4,295.00	$ 4,295.00	$ 4,388.30	$ 4,388.30	$ 1,500.00	$ 1,500.00
16	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 3,450.00	$ 3,450.00	$ 2,025.00	$ 2,025.00	$ 6,598.40	$ 6,598.40	$ 1,500.00	$ 1,500.00
17	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 3,500.00	$ 3,500.00	$ 18,069.00	$ 18,069.00	$ 2,315.00	$ 2,315.00	$ 7,879.70	$ 7,879.70	$ 2,500.00	$ 2,500.00
18	SOLID SLAB SODDING	SY	800.00	$ 10.00	$ 8,000.00	$ 6.00	$ 4,800.00	$ 10.00	$ 8,000.00	$ 5.50	$ 4,400.00	$ 11.70	$ 9,360.00	$ 6.50	$ 5,200.00
19	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 6,659.00	$ 6,659.00	$ 1,420.00	$ 1,420.00	$ 4,580.50	$ 4,580.50	$ 2,500.00	$ 2,500.00
20	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 12,000.00	$ 12,000.00	$ 15,000.00	$ 15,000.00	$ 22,370.00	$ 22,370.00	$ 20,150.00	$ 20,150.00	$ 5,860.00	$ 5,860.00
					TOTAL	$ 282,450.00		$ 341,726.00		$ 357,663.00		$ 403,351.00		$ 386,699.20		$ 306,840.00

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	PUBLIC WATER MAIN PLANS TO SERVE
	S.E. 29th STREET
	Water Bid Tabulation Page 2 0f 2
DATE	8/12/2025

				ENGR: BWR Design Group		Jordan Contracting		Patriot Construction		Timco-Services		United Trenching			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST		
1	12" PVC WATER LINE (C900)	LF	1,158.00	$ 100.00	$ 115,800.00	$ 150.00	$ 173,700.00	$ 121.52	$ 140,720.16	$ 135.00	$ 156,330.00	$ 164.00	$ 189,912.00		
2	6" PVC WATER LINE (C900)	LF	6.00	$ 75.00	$ 450.00	$ 200.00	$ 1,200.00	$ 94.02	$ 564.12	$ 97.50	$ 585.00	$ 65.00	$ 390.00		
3	12"x12" TAPPING SLEEVE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 3,500.00	$ 7,000.00	$ 5,218.88	$ 10,437.76	$ 4,565.00	$ 9,130.00	$ 8,000.00	$ 16,000.00		
4	12" TAPPING VALVE & BOX, MJ	EA	2.00	$ 3,000.00	$ 6,000.00	$ 4,000.00	$ 8,000.00	$ 4,488.54	$ 8,977.08	$ 9,173.00	$ 18,346.00	$ 4,200.00	$ 8,400.00		
5	12" GATE VALVE & BOX, MJ	EA	6.00	$ 3,000.00	$ 18,000.00	$ 4,000.00	$ 24,000.00	$ 3,994.17	$ 23,965.02	$ 6,705.00	$ 40,230.00	$ 4,200.00	$ 25,200.00		
6	6" GATE VALVE & BOX, MJ	EA	1.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 1,869.40	$ 1,869.40	$ 3,337.00	$ 3,337.00	$ 1,500.00	$ 1,500.00		
7	12"x12" TEE, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 1,500.00	$ 3,000.00	$ 2,659.77	$ 5,319.54	$ 3,595.00	$ 7,190.00	$ 1,300.00	$ 2,600.00		
8	12"x6" TEE, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 2,173.88	$ 2,173.88	$ 3,522.00	$ 3,522.00	$ 950.00	$ 950.00		
9	12" PLUG, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 750.00	$ 1,500.00	$ 1,098.57	$ 2,197.14	$ 2,475.00	$ 4,950.00	$ 550.00	$ 1,100.00		
10	12"x90° BEND, MJ	EA	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 2,154.72	$ 2,154.72	$ 3,153.00	$ 3,153.00	$ 1,000.00	$ 1,000.00		
11	12"x45° BEND, MJ	EA	2.00	$ 3,500.00	$ 7,000.00	$ 1,500.00	$ 3,000.00	$ 2,045.47	$ 4,090.94	$ 3,058.00	$ 6,116.00	$ 950.00	$ 1,900.00		
12	12"x45° VERTICAL BEND, MJ	EA	4.00	$ 3,500.00	$ 14,000.00	$ 1,500.00	$ 6,000.00	$ 2,465.47	$ 9,861.88	$ 3,058.00	$ 12,232.00	$ 980.00	$ 3,920.00		
13	FIRE HYDRANT ASSEMBLY	EA	1.00	$ 5,500.00	$ 5,500.00	$ 7,500.00	$ 7,500.00	$ 5,982.69	$ 5,982.69	$ 7,234.00	$ 7,234.00	$ 4,000.00	$ 4,000.00		
14	BORE & STEEL ENCASEMENT FOR 12" PIPE	LF	176.00	$ 200.00	$ 35,200.00	$ 500.00	$ 88,000.00	$ 511.10	$ 89,953.60	$ 458.00	$ 80,608.00	$ 425.00	$ 74,800.00		
15	DISINFECTION & TESTING	LS	1.00	$ 7,500.00	$ 7,500.00	$ 3,000.00	$ 3,000.00	$ 1,962.00	$ 1,962.00	$ 5,000.00	$ 5,000.00	$ 500.00	$ 500.00		
16	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00	$ 1,962.00	$ 1,962.00	$ 20,000.00	$ 20,000.00	$ 4,000.00	$ 4,000.00		
17	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00	$ 1,962.00	$ 1,962.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00		
18	SOLID SLAB SODDING	SY	800.00	$ 10.00	$ 8,000.00	$ 5.00	$ 4,000.00	$ 9.81	$ 7,848.00	$ 6.00	$ 4,800.00	$ 6.00	$ 4,800.00		
19	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 3,270.00	$ 3,270.00	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00		
20	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 7,500.00	$ 7,500.00	$ 3,270.00	$ 3,270.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00		
				TOTAL	$ 282,450.00		$ 360,400.00		$ 328,541.93		$ 412,263.00		$ 368,972.00		

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	PUBLIC WASTEWATER MAIN PLANS TO SERVE
	S.E. 29th STREET
	Sewer Bid Tabulation Page 1 0f 2
DATE	8/12/2025

				ENGR: BWR Design Group		4M Trenching		Brewer Construction		Cimarron Construction		Civil Builders		H&H Plumbing	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	8" SANITARY SEWER LINE (SDR-35)	LF	2,360.00	$ 60.00	$ 141,600.00	$ 43.00	$ 101,480.00	$ 44.00	$ 103,840.00	$ 74.00	$ 174,640.00	$ 54.60	$ 128,856.00	$ 45.00	$ 106,200.00
2	STANDARD 4-FT DIA. MANHOLE	EA	6.00	$ 5,000.00	$ 30,000.00	$ 5,000.00	$ 30,000.00	$ 2,476.00	$ 14,856.00	$ 3,330.00	$ 19,980.00	$ 5,075.00	$ 30,450.00	$ 4,500.00	$ 27,000.00
3	4-FT DIA. MANHOLE w/INSIDE DROP	EA	3.00	$ 500.00	$ 1,500.00	$ 8,400.00	$ 25,200.00	$ 3,020.00	$ 9,060.00	$ 5,715.00	$ 17,145.00	$ 7,675.90	$ 23,027.70	$ 5,900.00	$ 17,700.00
4	EXTRA DEPTH 4' DIA. MANHOLE	EA	21.00	$ 100.00	$ 2,100.00	$ 350.00	$ 7,350.00	$ 444.00	$ 9,324.00	$ 430.00	$ 9,030.00	$ 659.80	$ 13,855.80	$ 350.00	$ 7,350.00
5	WATER TIGHT MANHOLE LID	EA	4.00	$ 1,000.00	$ 4,000.00	$ 650.00	$ 2,600.00	$ 1,126.00	$ 4,504.00	$ 800.00	$ 3,200.00	$ 2,600.90	$ 10,403.60	$ 250.00	$ 1,000.00
6	CONNECTION TO EXISTING MANHOLE	EA	1.00	$ 500.00	$ 500.00	$ 4,000.00	$ 4,000.00	$ 2,434.00	$ 2,434.00	$ 3,245.00	$ 3,245.00	$ 3,742.80	$ 3,742.80	$ 1,500.00	$ 1,500.00
7	8" PVC SRD-35 TRENCH (0' - 6')	LF	1,376.00	$ 30.00	$ 41,280.00	$ 23.00	$ 31,648.00	$ 59.00	$ 81,184.00	$ 4.00	$ 5,504.00	$ 44.40	$ 61,094.40	$ 12.00	$ 16,512.00
8	8" PVC SRD-35 TRENCH (6' - 10')	LF	850.00	$ 50.00	$ 42,500.00	$ 38.00	$ 32,300.00	$ 68.00	$ 57,800.00	$ 8.00	$ 6,800.00	$ 82.50	$ 70,125.00	$ 14.00	$ 11,900.00
9	CRUSHED ROCK BEDDING	CY	44.00	$ 100.00	$ 4,400.00	$ 1.00	$ 44.00	$ 65.00	$ 2,860.00	$ 110.00	$ 4,840.00	$ 126.90	$ 5,583.60	$ 75.00	$ 3,300.00
10	BORE & STEEL ENCASEMENT FOR 8" LINE	LF	134.00	$ 200.00	$ 26,800.00	$ 420.00	$ 56,280.00	$ 401.00	$ 53,734.00	$ 685.00	$ 91,790.00	$ 723.20	$ 96,908.80	$ 450.00	$ 60,300.00
11	SERVICE LINE CONNECTION	EA	1.00	$ 1,000.00	$ 1,000.00	$ 400.00	$ 400.00	$ 1,264.00	$ 1,264.00	$ 960.00	$ 960.00	$ 1,332.20	$ 1,332.20	$ 500.00	$ 500.00
12	8"x4" WYE	EA	1.00	$ 500.00	$ 500.00	$ 135.00	$ 135.00	$ 351.00	$ 351.00	$ 250.00	$ 250.00	$ 222.00	$ 222.00	$ 250.00	$ 250.00
13	4"X1/8 BEND	EA	1.00	$ 500.00	$ 500.00	$ 15.00	$ 15.00	$ 239.00	$ 239.00	$ 80.00	$ 80.00	$ 57.10	$ 57.10	$ 75.00	$ 75.00
14	4" RISER PIPE (PVC SCD 40)	VF	10.00	$ 75.00	$ 750.00	$ 10.00	$ 100.00	$ 119.00	$ 1,190.00	$ 20.00	$ 200.00	$ 24.10	$ 241.00	$ 25.00	$ 250.00
15	4" SERVICE PIPE (PVC SCD 40)	LF	18.00	$ 75.00	$ 1,350.00	$ 40.00	$ 720.00	$ 117.00	$ 2,106.00	$ 35.00	$ 630.00	$ 30.50	$ 549.00	$ 30.00	$ 540.00
16	LEAKAGE TESTING	LS	1.00	$ 4,500.00	$ 4,500.00	$ 1,050.00	$ 1,050.00	$ 2,729.00	$ 2,729.00	$ 2,675.00	$ 2,675.00	$ 3,489.10	$ 3,489.10	$ 2,500.00	$ 2,500.00
17	DEFLECTION TEST	LS	1.00	$ 3,500.00	$ 3,500.00	$ 500.00	$ 500.00	$ 3,273.00	$ 3,273.00	$ 2,675.00	$ 2,675.00	$ 6,026.60	$ 6,026.60	$ 2,500.00	$ 2,500.00
18	MANHOLE TESTING	LS	1.00	$ 3,500.00	$ 3,500.00	$ 1,200.00	$ 1,200.00	$ 2,184.00	$ 2,184.00	$ 2,500.00	$ 2,500.00	$ 3,171.90	$ 3,171.90	$ 3,000.00	$ 3,000.00
19	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 3,450.00	$ 3,450.00	$ 1,745.00	$ 1,745.00	$ 6,978.10	$ 6,978.10	$ 2,000.00	$ 2,000.00
20	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 16,000.00	$ 16,000.00	$ 40,958.00	$ 40,958.00	$ 8,865.00	$ 8,865.00	$ 10,784.40	$ 10,784.40	$ 6,500.00	$ 6,500.00
21	SOLID SLAB SODDING	SY	1,100.00	$ 10.00	$ 11,000.00	$ 7.00	$ 7,700.00	$ 10.00	$ 11,000.00	$ 5.00	$ 5,500.00	$ 11.40	$ 12,540.00	$ 6.50	$ 7,150.00
22	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00	$ 13,570.00	$ 13,570.00	$ 2,245.00	$ 2,245.00	$ 6,343.80	$ 6,343.80	$ 3,200.00	$ 3,200.00
23	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 25,000.00	$ 25,000.00	$ 35,300.00	$ 35,300.00	$ 25,400.00	$ 25,400.00	$ 6,903.00	$ 6,903.00
24	CLEARING AND RESTORATION	LS	1.00	$ 5,000.00	$ 5,000.00	$ 91,000.00	$ 91,000.00	$ 125,000.00	$ 125,000.00	$ 90,248.00	$ 90,248.00	$ 22,203.10	$ 22,203.10	$ 22,000.00	$ 22,000.00
				TOTAL	$ 361,280.00		$ 438,222.00		$ 571,910.00		$ 490,047.00		$ 543,386.00		$ 310,130.00

Bryan Richards, P.E. - BWR Design Group, LLC

PROJECT DESCRIPTION	**PUBLIC WASTEWATER MAIN PLANS TO SERVE**
	S.E. 29th STREET
	Sewer Bid Tabulation Page 2 0f 2
DATE	**8/12/2025**

				ENGR: BWR Design Group		Jordan Contracting		Patriot Construction		Timco-Services		United Trenching			
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**
1	8" SANITARY SEWER LINE (SDR-35)	LF	2,360.00	$ 60.00	$ 141,600.00	$ 120.00	$ 283,200.00	$ 55.00	$ 129,800.00	$ 30.00	$ 70,800.00	$ 109.50	$ 258,420.00		
2	STANDARD 4-FT DIA. MANHOLE	EA	6.00	$ 5,000.00	$ 30,000.00	$ 3,000.00	$ 18,000.00	$ 2,919.00	$ 17,514.00	$ 11,005.00	$ 66,030.00	$ 2,300.00	$ 13,800.00		
3	4-FT DIA. MANHOLE w/INSIDE DROP	EA	3.00	$ 500.00	$ 1,500.00	$ 3,500.00	$ 10,500.00	$ 5,923.00	$ 17,769.00	$ 11,970.00	$ 35,910.00	$ 2,800.00	$ 8,400.00		
4	EXTRA DEPTH 4' DIA. MANHOLE	EA	21.00	$ 100.00	$ 2,100.00	$ 300.00	$ 6,300.00	$ 468.00	$ 9,828.00	$ 1,304.00	$ 27,384.00	$ 225.00	$ 4,725.00		
5	WATER TIGHT MANHOLE LID	EA	4.00	$ 1,000.00	$ 4,000.00	$ 350.00	$ 1,400.00	$ 1,590.00	$ 6,360.00	$ 2,175.00	$ 8,700.00	$ 400.00	$ 1,600.00		
6	CONNECTION TO EXISTING MANHOLE	EA	1.00	$ 500.00	$ 500.00	$ 750.00	$ 750.00	$ 10,000.00	$ 10,000.00	$ 2,585.00	$ 2,585.00	$ 3,000.00	$ 3,000.00		
7	8" PVC SRD-35 TRENCH (0' - 6')	LF	1,376.00	$ 30.00	$ 41,280.00	$ 30.00	$ 41,280.00	$ 46.00	$ 63,296.00	$ 62.00	$ 85,312.00	$ 10.00	$ 13,760.00		
8	8" PVC SRD-35 TRENCH (6' - 10')	LF	850.00	$ 50.00	$ 42,500.00	$ 40.00	$ 34,000.00	$ 47.00	$ 39,950.00	$ 105.00	$ 89,250.00	$ 10.00	$ 8,500.00		
9	CRUSHED ROCK BEDDING	CY	44.00	$ 100.00	$ 4,400.00	$ 60.00	$ 2,640.00	$ 125.00	$ 5,500.00	$ 185.00	$ 8,140.00	$ 50.00	$ 2,200.00		
10	BORE & STEEL ENCASEMENT FOR 8" LINE	LF	134.00	$ 200.00	$ 26,800.00	$ 400.00	$ 53,600.00	$ 518.00	$ 69,412.00	$ 269.00	$ 36,046.00	$ 380.00	$ 50,920.00		
11	SERVICE LINE CONNECTION	EA	1.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 2,745.00	$ 2,745.00	$ 2,500.00	$ 2,500.00	$ 200.00	$ 200.00		
12	8"x4" WYE	EA	1.00	$ 500.00	$ 500.00	$ 200.00	$ 200.00	$ 602.00	$ 602.00	$ 2,150.00	$ 2,150.00	$ 200.00	$ 200.00		
13	4"X1/8 BEND	EA	1.00	$ 500.00	$ 500.00	$ 20.00	$ 20.00	$ 485.00	$ 485.00	$ 2,163.00	$ 2,163.00	$ 50.00	$ 50.00		
14	4" RISER PIPE (PVC SCD 40)	VF	10.00	$ 75.00	$ 750.00	$ 5.00	$ 50.00	$ 52.00	$ 520.00	$ 1,102.00	$ 11,020.00	$ 15.00	$ 150.00		
15	4" SERVICE PIPE (PVC SCD 40)	LF	18.00	$ 75.00	$ 1,350.00	$ 5.00	$ 90.00	$ 55.00	$ 990.00	$ 125.00	$ 2,250.00	$ 30.00	$ 540.00		
16	LEAKAGE TESTING	LS	1.00	$ 4,500.00	$ 4,500.00	$ 1,500.00	$ 1,500.00	$ 1,962.00	$ 1,962.00	$ 12,000.00	$ 12,000.00	$ 500.00	$ 500.00		
17	DEFLECTION TEST	LS	1.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 1,962.00	$ 1,962.00	$ 10,000.00	$ 10,000.00	$ 200.00	$ 200.00		
18	MANHOLE TESTING	LS	1.00	$ 3,500.00	$ 3,500.00	$ 2,000.00	$ 2,000.00	$ 5,886.00	$ 5,886.00	$ 12,000.00	$ 12,000.00	$ 500.00	$ 500.00		
19	TRAFFIC CONTROL	LS	1.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 3,270.00	$ 3,270.00	$ 10,000.00	$ 10,000.00	$ 4,000.00	$ 4,000.00		
20	TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL	LS	1.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 1,962.00	$ 1,962.00	$ 10,000.00	$ 10,000.00	$ 8,000.00	$ 8,000.00		
21	SOLID SLAB SODDING	SY	1,100.00	$ 10.00	$ 11,000.00	$ 5.00	$ 5,500.00	$ 9.00	$ 9,900.00	$ 6.00	$ 6,600.00	$ 6.00	$ 6,600.00		
22	CONSTRUCTION STAKING	LS	1.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00		
23	MOBILIZATION	LS	1.00	$ 15,000.00	$ 15,000.00	$ 7,500.00	$ 7,500.00	$ 36,540.00	$ 36,540.00	$ 25,000.00	$ 25,000.00	$ 15,000.00	$ 15,000.00		
24	CLEARING AND RESTORATION	LS	1.00	$ 5,000.00	$ 5,000.00	$ 30,000.00	$ 30,000.00	$ 52,800.00	$ 52,800.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00		
				TOTAL	**$ 361,280.00**		**$ 516,030.00**		**$ 492,053.00**		**$ 570,840.00**		**$ 438,765.00**		

Bryan Richards, P.E. - BWR Design Group, LLC

MIDWEST CITY

Where the Spirit Flies High

NEW BUSINESS/ PUBLIC DISCUSSION

MIDWEST CITY

Where the Spirit Flies High

FURTHER INFORMATION

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

DATE August 5, 2025 - 5:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on August 5, 2025 at 5:00 p.m., with the following members present:

Commissioners present:	Jess Huskey Dean Hinton Russell Smith *Chairman* Rick Rice JD Collins Rick Dawkins Jim Smith
Commissioners absent:	none
Staff present:	Matthew Summers, Community Development Director Julie Shannon, Planner III Zamya Darthard, Planner II Brylee Hester, Planner I Don Maisch, City Attorney Patrick Menefee, City Engineer

A. CALL TO ORDER

The meeting was called to order by Chairperson Russell Smith at 5:00 p.m.

B. MINUTES

A motion was made by Husky seconded by Hinton, to approve the minutes of the July 1, 2025 Planning Commission meeting as presented.

Voting Aye: Huskey, Hinton, R. Smith, Dawkins, J. Smith, Collins and Rice
Nay: none.
Motion carried.

C. ANNOUNCEMENTS

Community Development Director Matt Summers introduced new Planner II, Zamya Darthard.

D. NEW MATTERS

1. (PC-2220) Public hearing, discussion, consideration, and possible action to consider approval of the Final Plat of Cypress Village, for the property located at 1120 S. Post Road & 10100 SE 10th Street, Midwest City, Oklahoma.

Director Matt Summers introduced the staff report. Commissioner Huskey asked about cleaning out the drainage area.

Kaitlyn Turner spoke for the applicant. She stated that the preliminary plat had been approved in 2021 and that the neighborhood is higher than the other neighborhood who was questioning the drainage. The drainage area in question is not on the property.

Bryan Searcy from Lexi Court spoke about how his neighborhood abuts this addition and they were concerned about water backing up because the drainage areas were connected and needed to be cleaned out. City Engineer Patrick Menefee said that they would investigate any blockages with Code Enforcement and Cypress Village would have to maintain their part through their HOA.

Keith Morgill lives North of 10th Street and wanted to know what was being built and asked that a wall be built. Director Summers responded that seventy homes would be built and that a wall was part of the thoroughfare screening on the plans.

A motion was made by Dawkins to approve item subject to all staff comments, seconded by Hinton.

Voting aye: Huskey, Hinton, R. Smith, Collins, J. Smith, Dawkins and Rice.
Nay: None.
Motion Carried.

2. (PC-2221) Public hearing, discussion, consideration, and possible action to consider approval of a Special Use Permit (SUP) to allow *Eating Establishments: Sit-Down, Alcoholic Beverages Permitted* in the C-3 (Community Commercial District) for the property located at 2113 S. Air Depot Blvd, Midwest City, Oklahoma.

Director Summers introduced the staff report.

The applicant, Henry Pam said the facility has been asking for approvals since January. Commissioner Huskey asked if there was any relationship between this business and the business in Edmond that was raided by the police recently. The applicant said no. Mr. Huskey asked if the business would close at 2:00 am and the applicant responded yes.

A neighboring business owner, Paul Colter, who runs the adjacent Veterinary Hospital was concerned that there would be problems with noise and loitering. He stated the hospital is open 24 hours and provided critical care for sick animals who would be disturbed by the noise while they were trying to get treatment and recover. He was opposed to hours after 10:00 pm.

Jin Huang approached the podium to share that he feels it is unfair to be denied on the basis of a neighboring business.

A motion was made by Huskey, seconded by Rice to recommend denial of this item.

Voting aye: Huskey, J. Smith, Collins, Dawkins and Rice.
Nay: Hinton, R. Smith
Motion Carried.

3. (PC-2222) Public hearing, discussion, consideration, and possible action on an ordinance to redistrict from C-3 (Community Commercial District) to PUD (Planned Unit Development), for the property described as Lots 1, 2, 3, 24, 25, and 26 of Block 3 of Aviation Acres Addition, Oklahoma County, Oklahoma.

Director Summers introduced the staff report.

Chris Rogers from Quiddity Engineering was there to represent applicant and he had no concerns about the staff report.

A motion was made by Dawkins to recommend approval of the item subject to staff comments and seconded by J. Smith.

Voting aye: Huskey, Hinton, R. Smith, J. Smith, Collins, Dawkins and Rice.
Nay: None.
Motion Carried.

E. COMMISSION DISCUSSION: None.

F. PUBLIC DISCUSSION: None.

G. FURTHER INFORMATION:

1. (PC-2217) Public hearing, discussion, consideration, and possible action on a resolution to amend the Comprehensive Plan from Office/Retail to Commercial; and an ordinance to redistrict from C-3 (Community Commercial District) to PUD (Planned Unit Development), for the property located at 2300 and 2350 S. Midwest Blvd., Midwest City, Oklahoma.

2. Items will be heard at City Council on August 26, 2025.

3. City Attorney Maisch invited the Planning Commission to attend a presentation on the Sewer Master Plan by Freese and Nichols, Tuesday, August 12th at 5:00 pm.

H. ADJOURNMENT:

A motion to adjourn was made by Collins, Seconded by Rice.

Voting aye: Huskey, Hinton, R. Smith, Collins, J. Smith, Dawkins and Rice
Nay: None.
Motion Carried.

The meeting adjourned at 5:35 p.m.

Chairman Russell Smith (*Chair*)
(js)

MIDWEST CITY
Where the Spirit Flies High

Community Development
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Randall Fryar, Chief Building Official

DATE : September 23, 2025

SUBJECT : Monthly Residential and Commercial Building report for August, 2025

The monthly building report is now available for review. This document is essential for all stakeholders involved in tracking and managing permits.

On a national scale, recent statistics indicate a slight decline in new housing permits over the past year. This trend can be attributed to higher financing costs and increased prices for building materials, presenting significant challenges. It's worth noting that many cities within our region are facing these issues collectively, which may lead to renewed resilience and innovative solutions.

In comparison to last year, the number of new home permits remained stable compared to last year, indicating continued resilience in the market. Additionally, we are pleased to report a significant increase in permits for new duplexes, which underscores our ongoing commitment to growth and innovation in the housing sector.

If you have any questions or need further information, please feel free to reach out. Your engagement and understanding are crucial as we navigate these trends together.

Please let me know if you have any questions.

Sincerely,

Randall Fryar

Randall Fryar
Chief Building Official

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 8/1/2025 to 8/31/2025

Building - Commercial & Industrial

Count	Permit Type	Value
4	Com General Electrical Permit	$30,000.00
5	Com General Mechanical Permit	$495,891.00
5	Com General Plumbing Permit	$64,791.00
2	Com New Certificate of Occupancy	$230,000.00
1	Com New Const Bldg Permit	$1,200,000.00
2	Com New Const Plumbing Permit	
3	Com Remodel Bldg Permit	$251,500.00
9	Com Roofing Permit	$0.00
8	Com Sign Permit	$75,895.61
	Total Value of Building - Commercial & Industrial:	**2,348,077.61**

Building - Residential

Count	Permit Type	Value
6	Res Accessory Bldg Permit	$19,505.00
1	Res Carport Permit	$2,000.00
4	Res Demolition Permit	$35,500.00
8	Res Driveway Permit	$67,900.00
14	Res Duplex Remodel Bldg Permit	$490,000.00
1	Res Fence Permit	$3,000.00
24	Res General Electrical Permit	$139,717.00
19	Res General Mechanical Permit	$102,863.00
25	Res General Plumbing Permit	$95,615.53
1	Res Multi-Fam Remodel Bldg Permit	$46,000.00
15	Res New Const Electrical Permit	$6,000.00
12	Res New Const Mechanical Permit	$13,440.00
10	Res New Const Plumbing Permit	
1	Res Patio Cover Permit	$1,600.00
1	Res Retaining Wall Permit	$12,000.00
23	Res Roofing Permit	$334,711.00
1	Res Single-Fam New Const Bldg Permit	$430,000.00
2	Res Single-Fam Remodel Building Permit	$90,000.00
1	Res Solar Permit	$16,522.66
2	Res Storm Shelter Permit	$12,600.00
1	Res Swimming Pool / Hot Tub Permit	$142.00
	Total Value of Building - Residential:	**1,919,116.19**

Grand Total: **$4,267,193.80**

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 8/1/2025 to 8/31/2025

Building - Commercial & Industrial

Com General Electrical Permit

Issued	Location	Applicant	Case #	Value
8/12/25	433 PLANET CT, Midwest City, OK, 73110	Gary Morgan	B-25-1910	
8/12/25	7201 SE 29TH ST, 109 & 110 73110	Luis Reyes Hernandez	B-25-2108	$0.00
8/20/25	2824 PARKLAWN DR, Midwest City, OK, 73110	Chris Arnold	B-25-2199	
8/26/25	5855 SE 15TH ST, 73110	Lionis Wilson	B-25-2222	$30,000.00
				$30,000.00

Com General Mechanical Permit

Issued	Location	Applicant	Case #	Value
8/6/25	1200 S AIR DEPOT BLVD, M, 73110	Joshua Wilkerson	B-25-2052	
8/18/25	10011 SE 15TH ST, 73130	Jesus Elizondo	B-25-2124	$495,890.00
8/18/25	231 W MACARTHUR DR, 73110	Richard Vasquez	B-25-2159	$0.00
8/21/25	1401 S DOUGLAS BLVD, Midwest City, OK, 73130	Lisa Boyd	B-25-2203	$0.00
8/26/25	5855 SE 15TH ST, 73110	Mark Doolittle	B-25-2208	$1.00
				$495,891.00

Com General Plumbing Permit

Issued	Location	Applicant	Case #	Value
8/5/25	5855 SE 15TH ST, 73110	AKC Plumbing	B-25-2034	$63,000.00
8/13/25	5900 SE 15TH ST, Midwest City, OK, 73110	Joshua Cornelius	B-25-1873	$1,790.00
8/15/25	351 N AIR DEPOT BLVD, DD, 73110	Stacy Coe	B-25-2142	$0.00
8/18/25	1114 S AIR DEPOT BLVD, 4, Midwest City, OK, 73110	Daniel Chesnut	B-25-2152	$0.00
				$64,790.00

Com New Certificate of Occupancy

Issued	Location	Applicant	Case #	Value
8/14/25	140 S MIDWEST BLVD, C & D 73110	NATE NUGENT	B-25-1317	
8/18/25	1740 S SOONER RD, A&E, Midwest City, OK, 73110	Jefferson Palmer	B-25-2093	$230,000.00
				$230,000.00

Com New Const Bldg Permit

Issued	Location	Applicant	Case #	Value
8/5/25	9203 SE 15TH ST, 73130	Michael Davidson	B-25-0291	$1,200,000.00
				$1,200,000.00

Com New Const Plumbing Permit

Issued	Location	Applicant	Case #	Value
8/20/25	213 ELM ST, Midwest City, OK, 73110	Southwest Oklahoma Plumbing	B-25-2198	
8/27/25	13201 Red Oak Dr	barbara brown	B-25-2245	

Com Remodel Bldg Permit

Issued	Location	Applicant	Case #	Value
8/1/25	8713 E MAIN ST, 73110	Jennifer Diane Sudik	B-25-0045	$200,000.00
8/19/25	805 Jet Drive suite 3B	Good Guys Guns and Ammo LLC	B-25-1998	$1,500.00
8/27/25	1401 STONECROP DR, Midwest City, OK, 73110	David Schenck	B-25-1611	$50,000.00
				$251,500.00

Com Roofing Permit

Issued	Location	Applicant	Case #	Value
8/8/25	8401 E RENO AVE, Midwest City, OK, 73110	Vicki McHughes	B-25-2063	$0.00
8/8/25	8401 E RENO AVE, 73110	Mallard Construction	B-25-2075	$0.00
8/8/25	8401 E RENO AVE, 73110	Mallard Construction	B-25-2076	$0.00
8/8/25	8401 E RENO AVE, 73110	Mallard Construction	B-25-2077	$0.00
8/8/25	8401 E RENO AVE, 73110	Mallard Construction	B-25-2078	$0.00
8/8/25	8401 E RENO AVE, 73110	Mallard Construction	B-25-2079	$0.00
8/8/25	8401 E RENO AVE, 73110	Mallard Construction	B-25-2080	$0.00
8/8/25	8401 E RENO AVE, 73110	Mallard Construction	B-25-2081	$0.00
8/8/25	8401 E RENO AVE, 73110	Mallard Construction	B-25-2082	$0.00
				$0.00

Com Sign Permit

Issued	Location	Applicant	Case #	Value
8/4/25	116 N AIR DEPOT BLVD, Midwest City, OK, 73110	Casey Butner	B-25-1520	$5,000.00
8/6/25	6120 E RENO AVE, 73110	Charles Neurohr	B-25-1984	$21,095.61
8/7/25	2911 S AIR DEPOT BLVD, 73110	METRO SIGN	B-25-1894	$22,000.00
8/7/25	351 N AIR DEPOT BLVD, Z, 73110	Joe Perez	B-25-1968	$2,800.00
8/21/25	2321 S AIR DEPOT BLVD, MIDWEST CITY, OK, 0	LORI CONSTRUCTION WORTHINGTON	B-25-2114	$5,000.00
8/21/25	2321 AIR DEPOT	LORI WORTHINGTON	B-25-2115	$5,000.00
8/26/25	7351 E RENO AVE, Midwest City, OK, 73110	Alicia Walton - Springfield Sign	B-25-1934	$0.00
8/27/25	7515 SE 15TH ST, 73110	CRUNCH FITNESS	B-25-1028	$15,000.00
				$75,895.61

Building - Residential

Res Accessory Bldg Permit

Issued	Location	Applicant	Case #	Value
8/1/25	905 W MITCHELL DR, Midwest City, OK, 73110	Robin Balentine	B-25-1942	$3,900.00
8/6/25	1808 N MIDWEST BLVD, 73141	SHARP, JERRY DON	B-25-2017	$2,905.00
8/12/25	410 MONRONEY DR, 73110	Jose Burciaga	B-25-2051	$900.00
8/25/25	1326 DAMRON DR, Midwest City, OK, 73110	John L Ashford	B-25-2192	$6,000.00
8/27/25	3425 n Glenvalley dr, Midwest city, ok 73110	Charles Wallace	B-25-2213	$2,800.00
8/27/25	1804 RULANE DR, Midwest City, OK, 73110	Tamara Tillman	B-25-2166	$3,000.00
				$19,505.00

Res Carport Permit

Issued	Location	Applicant	Case #	Value
8/4/25	219 KENDRA DR, Midwest City, OK, 73110	Sergio Padilla	B-25-1876	$2,000.00

$2,000.00

Res Demolition Permit

Issued	Location	Applicant	Case #	Value
8/4/25	10604 TUMILTY TER, 73130	Kimmie Dawn Jackson	B-25-1937	$15,000.00
8/8/25	2201 SAINT MARK, Midwest City, OK, 73141	James McAlister	B-25-1189	$2,000.00
8/19/25	5813 SE 9TH ST, Midwest City, OK, 73110	MIDWEST WRECKING CO	B-25-2118	$9,500.00
8/25/25	1100 N RED BUD DR, Midwest City, OK, 73110	Michelle Jackson	B-25-0694	$9,000.00

$35,500.00

Res Driveway Permit

Issued	Location	Applicant	Case #	Value
8/11/25	112 BROOK LN, Midwest City, OK, 73130	Bimrose Thomas James	B-25-2098	$4,400.00
8/13/25	713 PROCTER PL, Midwest City, OK, 73110	Howard J Hudson Jr	B-25-2119	$3,500.00
8/19/25	2906 TREIGHT CREEK LN, Midwest City, OK, 73110	Marco melendez	B-25-2165	$10,000.00
8/19/25	2910 TREIGHT CREEK LN, Midwest City, OK, 73110	Marco melendez	B-25-2167	$10,000.00
8/19/25	2914 TREIGHT CREEK LN, Midwest City, OK, 73110	Marco melendez	B-25-2168	$10,000.00
8/20/25	2904 TREIGHT CREEK LN, Midwest City, OK, 73110	Marco melendez	B-25-2184	$10,000.00
8/20/25	2908 TREIGHT CREEK LN, Midwest City, OK, 73110	Marco melendez	B-25-2185	$10,000.00
8/20/25	2912 TREIGHT CREEK LN, Midwest City, OK, 73110	Marco melendez	B-25-2186	$10,000.00

$67,900.00

Res Duplex Remodel Bldg Permit

Issued	Location	Applicant	Case #	Value
8/27/25	8415 WATERLEAF CT, Midwest City, OK, 73110	David Schenck	B-25-1326	$35,000.00
8/27/25	8412 WATERLEAF CT, Midwest City, OK, 73110	David Schenck	B-25-1328	$35,000.00
8/27/25	8410 WATERLEAF CT, Midwest City, OK, 73110	David Schenck	B-25-1329	$35,000.00
8/27/25	8408 WATERLEAF CT, Midwest City, OK, 73110	David Schenck	B-25-1330	$35,000.00
8/27/25	8406 WATERLEAF CT, Midwest City, OK, 73110	David Schenck	B-25-1331	$35,000.00
8/27/25	8404 WATERLEAF CT, Midwest City, OK, 73110	David Schenck	B-25-1332	$35,000.00
8/27/25	8402 WATERLEAF CT, Midwest City, OK, 73110	David Schenck	B-25-1333	$35,000.00
8/27/25	8401 COTTAGE PARK DR, Midwest City, OK, 73110	David Schenck	B-25-1334	$35,000.00
8/27/25	8403 COTTAGE PARK DR, Midwest City, OK, 73110	David Schenck	B-25-1335	$35,000.00
8/27/25	8411 COTTAGE PARK DR, Midwest City, OK, 73110	David Schenck	B-25-1339	$35,000.00
8/27/25	8417 WATERLEAF CT, Midwest City, OK, 73110	David Schenck	B-25-1327	$35,000.00
8/27/25	8405 COTTAGE PARK DR, Midwest City, OK, 73110	David Schenck	B-25-1336	$35,000.00
8/27/25	8407 COTTAGE PARK DR, Midwest City, OK, 73110	David Schenck	B-25-1337	$35,000.00

8/27/25	8409 COTTAGE PARK DR, Midwest City, OK, 73110	David Schenck	B-25-1338	$35,000.00

$490,000.00

Res Fence Permit

Issued	Location	Applicant	Case #	Value
8/11/25	10738 PAINTED TURTLE WAY, Midwest City, OK, 73130	Home Creations	B-25-2050	$3,000.00

$3,000.00

Res General Electrical Permit

Issued	Location	Applicant	Case #	Value
8/4/25	10621 SONGBIRD LN, Midwest City, OK, 73130	James Hagan	B-25-1995	$9,906.00
8/4/25	3405 MOCKINGBIRD LN, Midwest City, OK, 73110	James Hagan	B-25-1996	$11,685.00
8/5/25	517 W RICKENBACKER DR, 73110	joshua anderson	B-25-2044	$3,000.00
8/6/25	3121 ROBIN RD, Midwest City, OK, 73110	Maxey Trey	B-25-2046	$14,000.00
8/6/25	1619 N DOUGLAS BLVD, #13 73130	James Hagan	B-25-2027	$3,000.00
8/6/25	2904 ROBIN RD, Midwest City, OK, 73110	Maxey Trey	B-25-2030	$9,000.00
8/7/25	2129 TURNER DR, Midwest City, OK, 73110	kiam construction	B-25-2038	$15,000.00
8/7/25	2420 APPLE WAY, Midwest City, OK, 73130	anthony woods	B-25-2070	
8/12/25	3304 MEADOWBROOK DR, Midwest City, OK, 73110	James Hagan	B-25-2060	$13,361.00
8/12/25	411 RUSSELL DR, Midwest City, OK, 73110	James Hagan	B-25-2088	$33,065.00
8/12/25	518 ROSELAWN AVE, 73130	Brandon Pitts	B-25-2087	$0.00
8/13/25	600 LLOYD AVE, Midwest City, OK, 73130	Michele Hartman	B-25-2116	$5,000.00
8/13/25	316 E FAIRCHILD DR, 73110	Roderick Mcgary	B-25-2117	
8/15/25	10301 SE 29TH ST, 705, 73130	David Krag	B-25-2130	
8/15/25	10301 SE 29TH ST, 606, 73130	David Krag	B-25-2129	
8/18/25	800 LOTUS AVE, Midwest City, OK, 73130	Marina martinez	B-25-2141	
8/20/25	612 N PINE ST, Midwest City, OK, 73130	kevin larrison	B-25-2173	$8,000.00
8/20/25	1805 WINDSONG DR, Midwest City, OK, 73130	Michael Barnett	B-25-2157	
8/21/25	5720 SE 8TH ST, Midwest City, OK, 73110	kevin larrison	B-25-2194	$8,000.00
8/21/25	708 S DOUGLAS BLVD, Midwest City, OK, 73130	Chris Wagner	B-25-2204	$3,400.00
8/22/25	721 N POPLAR LN, SHOP Midwest City, OK, 73130	Chris Wagner	B-25-2210	$3,000.00
8/22/25	8817 NE 10TH ST, Midwest City, OK, 73110	McGee Electric	B-25-2209	
8/26/25	608 W RICKENBACKER DR, 73110	Wesley Baxter Buzz Electric llc	B-25-2228	$300.00
8/29/25	3912 PARKWOODS LN, Midwest City, OK, 73110	Jarod Crisswell	B-25-2272	$0.00

$139,717.00

Res General Mechanical Permit

Issued	Location	Applicant	Case #	Value
8/6/25	331 BLUE SPRUCE DR, Midwest City, OK, 73130	Ward Christopher	B-25-2049	$21,000.00
8/6/25	10824 SARA CT, Midwest City, OK, 73130	INTERSTATE HEATING AND AIR CONDITIONING	B-25-2053	$0.00

8/6/25	10820 SARA CT, Midwest City, OK, 73130	INTERSTATE HEATING AND AIT CONDITIONING	B-25-2054	
8/6/25	9120 OAK CREEK DR, Midwest City, OK, 73130	Jon Hill	B-25-2024	$0.00
8/6/25	9324 HARMONY DR, Midwest City, OK, 73130	Jon Hill	B-25-2011	
8/7/25	9104 OAKWOOD DR, Midwest City, OK, 73130	travis	B-25-2073	$11,000.00
8/12/25	12411 ELIZABETH DR, 73130	wendy thompson	B-25-2089	
8/12/25	10101 SE 14TH ST, Midwest City, OK, 73130	Rita Wiggins	B-25-2083	$5,295.00
8/12/25	3000 MEADOWOOD DR, Midwest City, OK, 73110	Rita Wiggins	B-25-2086	$11,917.00
8/12/25	701 W BLUERIDGE DR, Midwest City, OK, 73110	Rita Wiggins	B-25-1931	$10,850.00
8/12/25	413 DOVER RD, Midwest City, OK, 73130	wendy thompson	B-25-2090	
8/19/25	122 FRIENDLY RD, MIDWEST CITY, OK, 0	MARK J VINCENT	B-25-2172	
8/19/25	11037 CANTERBURY LN, 73130	MARIAN BENDER	B-25-2177	$13,627.00
8/21/25	2012 ALBERT DR, Midwest City, OK, 73130	Kevin Talley	B-25-2110	
8/26/25	620 MORAINE AVE, Midwest City, OK, 73130	STACY RIEMER/PASCHAL HOME SERVICES	B-25-2215	$8,000.00
8/26/25	633 E FROLICH DR, Midwest City, OK, 73110	STACY RIEMER	B-25-2216	$10,280.00
8/26/25	12821 FOREST GLEN DR, 73020	Liz Andrews	B-25-2221	$1,400.00
8/28/25	1520 MARYDALE AVE, 73130	mike lyda	B-25-2270	
8/28/25	1213 THREE OAKS CIR, Midwest City, OK, 73130	Rita Wiggins	B-25-2162	$9,494.00
				$102,863.00

Res General Plumbing Permit

Issued	Location	Applicant	Case #	Value
8/1/25	3317 N RIDGEWOOD DR, 73110	HERMAN'S PLUMBING/MARIAN BENDER	B-25-2023	$2,223.00
8/4/25	1828 LULLABY LN, 73130	WEST SHORE HOME	B-25-2031	$12,500.00
8/4/25	2129 TURNER DR, Midwest City, OK, 73110	Steven G Jackson	B-25-2021	$6,500.00
8/4/25	324 E KEY BLVD, Midwest City, OK, 73110	scott wiggy	B-25-2045	
8/6/25	3121 ROBIN RD, Midwest City, OK, 73110	Holly Ray	B-25-2055	$7,884.69
8/7/25	2335 BOX TURTLE WAY, Midwest City, OK, 73130	Rita Wiggins	B-25-2025	$2,789.00
8/7/25	212 E ERCOUPE DR, 73110	Richard Smith	B-25-2072	$3,000.00
8/7/25	9711 NAWASSA DR, 73130	MARIAN BENDER	B-25-2067	$2,763.00
8/7/25	113 N MARSHALL DR, Midwest City, OK, 73110	Richard Heintzelman	B-25-2047	$2,610.00
8/8/25	9613 SE 4TH ST, 73130	MARIAN BENDER	B-25-2084	$4,865.00
8/12/25	326 CEDAR BEND DR, 73130	Rita Wiggins	B-25-1979	$2,993.00
8/12/25	3517 MEADOWBROOK DR, Midwest City, OK, 73110	Holly Ray	B-25-2074	$5,698.55
8/12/25	10608 LE JEAN DR, Midwest City, OK, 73130	Holly Ray	B-25-2097	$3,171.24
8/12/25	1225 THREE OAKS CIR, 73130	MARIAN BENDER	B-25-2111	$2,393.05
8/18/25	7111 SE 15TH ST, 73110	Michael Watson	B-25-2153	$0.00
8/20/25	608 W RICKENBACKER DR, Midwest City, OK, 73110	Daniel Chesnut	B-25-2188	$0.00
8/20/25	9300 NE 13TH PL, 73130	MARIAN BENDERR	B-25-2191	$475.00
8/20/25	612 N PINE ST, Midwest City, OK, 73130	Gerald Convery Jr	B-25-2155	$750.00

8/20/25	5720 SE 8TH ST, 73110	Gerald Convery Jr	B-25-2189	$750.00
8/20/25	4021 CRAB TREE CV, Midwest City, OK, 73110	Holly Ray	B-25-2163	$2,750.00
8/21/25	3607 MOCKINGBIRD LN, Midwest City, OK, 73110	WEST SHORE HOME	B-25-2085	$8,500.00
8/21/25	1404 REDWOOD TER, 73110	Bridgette m Curtis m Curtis	B-25-2176	$6,500.00
8/27/25	222 HIGHLAND RD, Midwest City, OK, 73110	Holly Ray	B-25-2229	$16,500.00
8/27/25	8727 ST GEORGE WAY	MCDANIEL, GERALD WAYNE	B-25-2247	$0.00
				$95,615.53

Res Multi-Fam Remodel Bldg Permit

Issued	Location	Applicant	Case #	Value
8/20/25	1312 N MIDWEST BLVD, 73110	steven rojo	B-25-2123	$46,000.00
				$46,000.00

Res New Const Electrical Permit

Issued	Location	Applicant	Case #	Value
8/6/25	524 E GRUMMAN DR, Midwest City, OK, 73110	Jeff Karber	B-25-1546	$0.00
8/7/25	10036 PRIMROSE LN, Midwest City, OK, 73130	Dakota Costanzo	B-25-2069	
8/7/25	104 E NORTHRUP DR, 73110	Michele Hartman	B-25-1871	$6,000.00
8/12/25	2907 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-2094	
8/12/25	2909 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-2095	$0.00
8/12/25	2917 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-2096	$0.00
8/12/25	2931 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-1955	$0.00
8/12/25	2929 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-1956	
8/12/25	2926 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-1957	$0.00
8/12/25	2934 TREIGHT CREEK LN, 73110	JUSTIN SEATON	B-25-1958	
8/18/25	9077 NE 13TH ST, 21, 73130	Doyle Kelso	B-25-2136	
8/19/25	308 HUDSON PL, Midwest City, OK, 73110	josh	B-25-2158	$0.00
				$6,000.00

Res New Const Mechanical Permit

Issued	Location	Applicant	Case #	Value
8/6/25	3309 PLEASANT DR, Midwest City, OK, 73110	Prudhom Mechanical	B-25-1997	
8/7/25	10907 GREEN TURTLE CIR, Midwest City, OK, 73130	David Polk	B-25-2026	
8/18/25	13205 RED OAK DR, 73020	Jackson, Jonathan	B-25-2143	
8/18/25	2918 TREIGHT CREEK LN, 73110	Alphonse Carollo	B-25-2145	$3,360.00
8/18/25	2920 TREIGHT CREEK LN, 73110	Alphonse Carollo	B-25-2146	$3,360.00
8/18/25	2916 TREIGHT CREEK LN, 73110	Alphonse Carollo	B-25-2144	$3,360.00
8/18/25	2922 TREIGHT CREEK LN, 73110	Alphonse Carollo	B-25-2147	$3,360.00
8/19/25	2708 SNAPPER LN, Midwest City	David Polk	B-25-2160	
8/19/25	118 FRIENDLY RD, Midwest City, OK, 73130	MARK J VINCENT	B-25-2171	
8/26/25	2557 TURTLE WAY, Midwest City, OK, 73130	David Polk	B-25-2219	
8/28/25	1338 S DOUGLAS BLVD, 73130	A-Better Heating & Air Conditioning	B-25-2205	
8/29/25	308 HUDSON PL, Midwest City, OK, 73110	melvin haynes	B-25-2273	
				$13,440.00

Res New Const Plumbing Permit

Issued	Location	Applicant	Case #	Value
8/12/25	2919 TREIGHT CREEK LN, Midwest City, OK, 73110	Colter R Nolan	B-25-2099	

8/12/25	2921 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-2100	
8/12/25	2923 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-2101	
8/12/25	2925 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-2102	
8/12/25	2927 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-2103	
8/12/25	2929 TREIGHT CREEK LN, 73110	Colter R Nolan	B-25-2104	
8/27/25	8748 PATRIOT DR, Midwest City, OK, 73110	Brent Reid	B-25-2231	
8/27/25	8750 PATRIOT DR, Midwest City, OK, 73110	Brent Reid	B-25-2232	
8/27/25	8754 PATRIOT DR, Midwest City, OK, 73110	Brent Reid	B-25-2233	
8/27/25	8756 PATRIOT DR, Midwest City, OK, 73110	Brent Reid	B-25-2234	

Res Patio Cover Permit

Issued	Location	Applicant	Case #	Value
8/7/25	317 E RIDGEWOOD DR, Midwest City, OK, 73110	Dawn Prather	B-25-2028	$1,600.00
				$1,600.00

Res Retaining Wall Permit

Issued	Location	Applicant	Case #	Value
8/18/25	2310 Red Oak Dr.	Brik Filippo, IDEAL HOMES	B-25-2107	$12,000.00
				$12,000.00

Res Roofing Permit

Issued	Location	Applicant	Case #	Value
8/4/25	936 LOCUST LN, Midwest City, OK, 73110	Tamie Kiezel	B-25-2019	$10,500.00
8/4/25	649 E FROLICH DR, Midwest City, OK, 73110	Debra Potter	B-25-2033	$15,000.00
8/5/25	2040 WEBSTER ST, Midwest City, OK, 73130	CANTRELL EXTERIOR FINISHES LLC	B-25-2036	$21,000.00
8/6/25	705 W SILVER MEADOW DR, Midwest City, OK, 73110	Mallard Construction	B-25-2059	$0.00
8/6/25	11545 CARLTON CT, Midwest City, OK, 73130	Red River Roofing	B-25-2004	$20,674.00
8/6/25	10508 HERBERT DR, Midwest City, OK, 73130	Elliott Roofing	B-25-2041	$19,910.00
8/6/25	10405 SE 23RD ST, 73130	Drew Cruz	B-25-2064	$33,000.00
8/6/25	200 BELL DR, Midwest City, OK, 73110	HEINTZELMAN CONSTRUCTION & ROOFING LLC	B-25-2061	$13,000.00
8/6/25	404 CEDAR BEND DR, Midwest City, OK, 73130	HEINTZELMAN CONSTRUCTION & ROOFING LLC	B-25-2062	$20,000.00
8/13/25	9521 NAWASSA DR, 73130	Rod Vernon	B-25-2113	$40,000.00
8/15/25	413 W FAIRCHILD DR, Midwest City, OK, 73110	Tamie Kiezel	B-25-2121	$17,000.00
8/18/25	3013 N PEEBLY DR, Midwest City, OK, 73110	Parker Brothers Construction and Roofing inc.	B-25-2125	$9,390.00
8/18/25	620 LOTUS AVE, Midwest City, OK, 73130	Parker Brothers Construction and Roofing inc.	B-25-2126	$14,998.00
8/18/25	2520 SHADY NOOK WAY, Midwest City, OK, 73141	Parker Brothers Construction and Roofing inc.	B-25-2127	$4,300.00
8/19/25	100 VILLAGE OAKS DR, Midwest City, OK, 73130	SANDRA HEINTZELMAN	B-25-2169	$0.00
8/21/25	5913 SE 10TH ST, Midwest City, OK, 73110	Ryan Baker	B-25-2183	$6,000.00

8/21/25	9216 PEPPERDINE, Midwest City, OK, 73130	Mitchell Construction & Renovations	B-25-2170	$13,000.00
8/21/25	9407 PEACHTREE LN, Midwest City, OK, 73130	Parker Brothers Construction and Roofing inc.	B-25-2206	$14,623.00
8/21/25	2036 WESTBURY DR, Midwest City, OK, 73130	Parker Brothers Construction and Roofing inc.	B-25-2207	$26,316.00
8/21/25	3307 BLUEBIRD CT, Midwest City, OK, 73110	Parker Brothers Construction and Roofing inc.	B-25-2212	$0.00
8/26/25	805 HEDGE DR, Midwest City, OK, 73110	John Baker	B-25-2197	$12,000.00
8/26/25	733 GENERAL SENTER DR, Midwest City, OK, 73110	Amy Rutherford	B-25-2201	$18,000.00
8/28/25	517 W RICKENBACKER DR, 73110	Christie Reed	B-25-2250	$6,000.00
				$334,711.00

Res Single-Fam New Const Bldg Permit

Issued	Location	Applicant	Case #	Value
8/14/25	10037 PRIMROSE LN, Midwest City, OK, 73130	Swm Sons	B-25-1992	$430,000.00
				$430,000.00

Res Single-Fam Remodel Building Permit

Issued	Location	Applicant	Case #	Value
8/6/25	316 E FAIRCHILD DR, Midwest City, OK, 73110	MONICA SILVA	B-25-1941	$10,000.00
8/20/25	2716 TROSPER DR, Midwest City, OK, 73141	Miguel Altamira	B-25-1961	$80,000.00
				$90,000.00

Res Solar Permit

Issued	Location	Applicant	Case #	Value
8/28/25	1405 RIVERWIND DR, Midwest City, OK, 73130	Riley Zoby	B-25-2150	$16,522.66
				$16,522.66

Res Storm Shelter Permit

Issued	Location	Applicant	Case #	Value
8/6/25	410 N WESTMINSTER RD, Midwest City, OK, 73130	Donna Aaron	B-25-2037	$7,000.00
8/7/25	1905 SHIRLEY DR, 73020	Drew Abney	B-25-2016	$5,600.00
				$12,600.00

Res Swimming Pool / Hot Tub Permit

Issued	Location	Applicant	Case #	Value
8/7/25	1407 MAPLE DR, Midwest City, OK, 73110	Elizabeth Alvarez	B-25-2032	$142.00
				$142.00

Grand Total: $4,267,192.80

100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 8/1/2025 to 8/31/2025

Inspection Description	Count
Accessory Bldg Inspection	3
Building/Electrical General Inspection	7
Buildings - CO Inspection & Sign Off	5
Com Building Final Inspection	6
Com Building Final Reinspection	1
Com Duct Smoke Detector Test/Inspection (Building)	1
Com Duct Smoke Detector Test/Inspection (Fire Marshal)	1
Com Electrical Ceiling Inspection	2
Com Electrical Final Inspection	2
Com Electrical Ground Inspection	6
Com Electrical Ground Reinspection	1
Com Electrical Wall Inspection	4
Com Footing & Building Setback Inspection	1
Com Framing Inspection	6
Com Framing Reinspection	1
Com Gas Meter Reinspection	1
Com Gas Piping Inspection	4
Com Grease Trap Final Inspection	2
Com Grease Trap Rough Inspection (Line Maintenance)	1
Com Light Test Inspection	1
Com Mechanical Ceiling Inspection	2
Com Mechanical Final Inspection	1
Com Mechanical Rough-in Inspection	1
Com Oil Separator Rough Inspection (Building)	1
Com Oil Separator Rough Reinspection (Line Maintenance)	2
Com Plumbing Final Inspection	2
Com Plumbing Ground Inspection	4
Com Plumbing Rough-in Inspection	4
Com Roofing Inspection	10
Com Sewer Service Inspection	3
Com Sewer Service Reinspection	1
Com Water Service Line Inspection	2
Commercial Meter Tap Inspection	1
Commercial Meter Tap Reinspection	1
Electrical Generator Inspection	1
Engineering Site Inspection (1-2 Residential)	1
Fire - CO Inspection & Sign Off	10
Fire Marshal General Inspection	1
General Inspection	6
Hot Water Tank Inspection	8
Hot Water Tank Reinspection	1
Line Maintenance General Inspection	1
Mechanical Change Out Inspection	12
Mechanical Change Out Reinspection	3
Planning - CO Inspection & Sign Off	14

Planning General Inspection	2
Plumbing/Mechanical General Inspection	1
Pre-Con Site Inspection/Meeting	4
Res Building Final Inspection	12
Res Building Final Reinspection	3
Res Carport Inspection	2
Res Drainage1 Inspection	4
Res Drainage1 Reinspection	2
Res Drainage2 Inspection	4
Res Drainage2 Reinspection	2
Res Drainage3 Inspection	6
Res Drainage3 Reinspection	2
Res Drainage4 Inspection	6
Res Drainage4 Reinspection	5
Res Drainage5 Inspection	7
Res Driveway Inspection	8
Res Electrical Final Inspection	20
Res Electrical Final Reinspection	5
Res Electrical Rough-in Inspection	24
Res Electrical Rough-in Reinspection	10
Res Electrical Service Inspection	29
Res Electrical Service Reinspection	5
Res Fence Inspection	1
Res Footing & Building Setback Inspection	10
Res Framing Inspection	19
Res Framing Reinspection	4
Res Gas Meter Inspection	4
Res Gas Piping Inspection	11
Res Gas Piping Reinspection	3
Res Insulation Inspection	5
Res Mechanical Final Inspection	10
Res Mechanical Final Reinspection	1
Res Mechanical Rough-in Inspection	18
Res Mechanical Rough-in Reinspection	1
Res Plumbing Final Inspection	23
Res Plumbing Final Reinspection	4
Res Plumbing Ground Inspection	7
Res Plumbing Ground Reinspection	1
Res Plumbing Rough-in Inspection	11
Res Plumbing Rough-in Reinspection	1
Res Retaining Wall Final Inspection	1
Res Retaining Wall Reinspection	1
Res Roofing Inspection	14
Res Roofing Reinspection	2
Res Sewer Service Inspection	9
Res Solar Final Inspection	1
Res Solar Final Reinspection	1
Res Storm Shelter Inspection	5
Res Temporary Electrical Pole Inspection	3
Res Temporary Electrical Pole Reinspection	1
Res Termite Inspection	5
Res Water Service Line Inspection	9
Residential Meter Tap Inspection	15
Sewer Cap Inspection	3
Sewer Cap/Cave Inspection	6
Stormwater Site Inspection (Residential)	5
Utilities - CO Inspection & Sign Off	10

Utilities Site Inspection (Residential)	3
Utilities Site Reinspection (Residential)	4
Total Number of Inspections:	544

Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: September 23, 2025

RE: Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager.

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of August 2025, which is the second (2) period of FY 2025/2026.

Troy Bradley, Human Resources Director

FISCAL YEAR 2025-2026	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
PLAN INCOME												
Projected Budgeted (MTD)	968,983	968,983	968,983	968,983	968,983	968,983	968,983	968,983	968,983	968,983	968,983	968,983
Actual (MTD)	925,863	946,617										
Projected Budgeted (YTD)	968,983	1,937,966	2,906,949	3,875,932	4,844,915	5,813,898	6,782,881	7,751,864	8,720,847	9,689,830	10,658,813	11,627,796
Actual (YTD)	925,863	1,872,480										
PLAN CLAIMS/ADMIN COSTS	**Jul-24**	**Aug-24**	**Sep-24**	**Oct-24**	**Nov-24**	**Dec-24**	**Jan-25**	**Feb-25**	**Mar-25**	**Apr-25**	**May-25**	**Jun-25**
Projected Budgeted (MTD	885,720	885,720	1,107,150	885,720	885,720	1,107,150	885,720	885,720	1,107,150	885,720	885,720	1,107,150
Actual (MTD)	823,840	1,321,553										
Projected Budgeted (YTD)	885,720	1,771,440	2,878,590	3,764,310	4,650,030	5,757,180	6,642,900	7,528,620	8,635,770	9,521,490	10,407,210	11,514,360
Actual (YTD)	823,840	2,145,393										
EXCESS INCOME vs. EXPENDITURES	**Jul-24**	**Aug-24**	**Sep-24**	**Oct-24**	**Nov-24**	**Dec-24**	**Jan-25**	**Feb-25**	**Mar-25**	**Apr-25**	**May-25**	**Jun-25**
Projected Budgeted (MTD)	83,263	83,263	-138,167	83,263	83,263	-138,167	83,263	83,263	-138,167	83,263	83,263	-138,167
Actual (MTD)	102,023	-374,936										
Projected Budgeted (YTD)	83,263	166,526	28,359	111,622	194,885	56,718	139,981	223,244	85,077	168,340	251,603	113,436
Actual (YTD)	102,023	-272,913										
FISCAL YEAR 2024-2025	**Jul-24**	**Aug-24**	**Sep-24**	**Oct-24**	**Nov-24**	**Dec-24**	**Jan-25**	**Feb-25**	**Mar-25**	**Apr-25**	**May-25**	**Jun-25**
PLAN INCOME												
Projected Budgeted (MTD)	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681	963,681
Actual (MTD)	1,438,404	897,547	910,732	1,029,474	983,958	906,254	898,970	902,636	950,624	876,782	927,455	935,273
Projected Budgeted (YTD)	963,681	1,927,362	2,891,043	3,854,724	4,818,405	5,782,086	6,745,767	7,709,448	8,673,129	9,636,810	10,600,491	11,564,172
Actual (YTD)	1,438,404	2,335,951	3,246,683	4,276,157	5,260,115	6,166,369	7,065,339	7,967,975	8,918,599	9,795,381	10,722,836	11,658,109
PLAN CLAIMS/ADMIN COSTS	**Jul-24**	**Aug-24**	**Sep-24**	**Oct-24**	**Nov-24**	**Dec-24**	**Jan-25**	**Feb-25**	**Mar-25**	**Apr-25**	**May-25**	**Jun-25**
Projected Budgeted (MTD	1,066,931	853,545	1,066,931	853,545	853,545	1,066,931	853,545	853,545	1,066,931	853,545	853,545	1,066,931
Actual (MTD)	739,422	896,199	1,040,618	888,177	960,024	1,039,942	979,095	929,105	938,811	808,945	1,028,454	922,187
Projected Budgeted (YTD)	1,066,931	1,920,476	2,987,407	3,840,952	4,694,497	5,761,428	6,614,973	7,468,518	8,535,449	9,388,994	10,242,539	11,309,470
Actual (YTD)	739,422	1,635,621	2,676,239	3,564,416	4,524,440	5,564,382	6,543,477	7,472,582	8,411,393	9,220,338	10,248,792	11,170,979
EXCESS INCOME vs. EXPENDITURES	**Jul-24**	**Aug-24**	**Sep-24**	**Oct-24**	**Nov-24**	**Dec-24**	**Jan-25**	**Feb-25**	**Mar-25**	**Apr-25**	**May-25**	**Jun-25**
Projected Budgeted (MTD)	-103,250	110,136	-103,250	110,136	110,136	-103,250	110,136	110,136	-103,250	110,136	110,136	-103,250
Actual (MTD)	698,982	1,348	-129,886	141,297	23,934	-133,688	-80,125	-26,469	11,813	67,837	-100,999	13,086
Projected Budgeted (YTD)	-103,250	6,886	-96,364	13,772	123,908	20,658	130,794	240,930	137,680	247,816	357,952	254,702
Actual (YTD)	698,982	700,330	570,444	711,741	735,675	601,987	521,862	495,393	507,206	575,043	474,044	487,130

August 2/FY 2026: $2,555,329
August 2/FY 2025: $3,041,444
August 2/FY 2024: $2,509,184
August 2/FY 2023: $2,351,523

*** HAD FIVE MONDAYS WITH REPORTED MEDICAL CLAIMS PAID***

Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
tcromar@midwestcityok.org
Office: 405-739-1245
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director/ City Treasurer

DATE: September 23, 2025

SUBJECT: Review of the City Manager's Report for the month of August 2025.

The funds in August that experienced a significant change in fund balance from the July report are as follows:

L & H Benefits (240) decreased due to the large amounts of health claims of $691,347 in August.

MWC Hospital Authority (425) activities for August:

Compounded Principal (9010) - unrealized gain on investment	$1,707,335
Discretionary (9050) - unrealized gain on investment	$799,827

Tiatia Cromar
Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending August, 2025
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2025 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	10,843,042	(17,607)	10,698,872	584,115	(457,552)	126,563	10,825,435
10	GENERAL	15,230,159	(151,776)	14,881,696	7,853,030	(7,656,343)	196,686	15,078,382
13	STREET AND ALLEY FUND	2,125,571	-	2,116,708	79,049	(70,186)	8,863	2,125,571
14	TECHNOLOGY FUND	850,070	-	799,731	259,248	(208,909)	50,339	850,070
15	STREET LIGHT FEE	650,754	-	695,053	102,776	(147,075)	(44,299)	650,754
16	REIMBURSED PROJECTS	1,447,620	(1,600)	902,307	561,551	(17,838)	543,713	1,446,020
20	MWC POLICE DEPARTMENT	16,315,836	(4,092)	16,248,268	3,391,325	(3,327,849)	63,477	16,311,745
21	POLICE CAPITALIZATION	2,590,043	-	2,321,559	496,462	(227,978)	268,484	2,590,043
25	JUVENILE FUND	123,135	-	125,414	6,504	(8,784)	(2,279)	123,135
30	POLICE STATE SEIZURES	85,606	-	85,949	520	(862)	(342)	85,606
31	SPECIAL POLICE PROJECTS	93,134	-	92,543	591	-	591	93,134
35	EMPLOYEE ACTIVITY FUND	17,321	-	17,660	243	(582)	(339)	17,321
36	JAIL	302,652	-	313,658	15,524	(26,530)	(11,006)	302,652
37	POLICE IMPOUND FEE	153,694	-	153,924	6,028	(6,258)	(230)	153,694
40	MWC FIRE DEPARTMENT	10,505,050	(175)	10,334,533	2,640,461	(2,470,120)	170,341	10,504,874
41	FIRE CAPITALIZATION	3,203,459	-	3,122,389	156,320	(75,250)	81,070	3,203,459
45	MWC WELCOME CENTER	631,448	-	669,719	49,276	(87,547)	(38,271)	631,448
46	CONV / VISITORS BUREAU	965,728	-	911,480	90,664	(36,416)	54,248	965,728
60	CAPITAL DRAINAGE IMP	280,281	-	283,841	80,459	(84,018)	(3,559)	280,281
61	STORM WATER QUALITY	1,541,077	-	1,595,559	169,086	(223,568)	(54,482)	1,541,077
65	STREET TAX FUND	2,470,140	-	2,588,874	112,080	(230,813)	(118,734)	2,470,140
70	EMERGENCY OPER FUND	1,871,307	-	1,926,358	226,090	(281,142)	(55,051)	1,871,307
75	PUBLIC WORKS ADMIN	1,434,678	-	1,214,464	502,471	(282,257)	220,214	1,434,678
80	INTERSERVICE FUND	702,735	-	641,874	636,954	(576,094)	60,860	702,735
81	SURPLUS PROPERTY	855,195	(641,653)	207,245	13,129	(6,833)	6,297	213,542
115	ACTIVITY FUND	442,980	(4,169)	466,020	20,181	(47,390)	(27,209)	438,811
123	PARK & RECREATION	3,860,983	(12,764)	3,615,005	354,985	(121,770)	233,215	3,848,219
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	102,880	(102,880)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	282,486	-	301,962	27,128	(46,604)	(19,476)	282,486
143	GRANT FUNDS	61,289	(1,289)	60,000	64,432	(64,432)	-	60,000
157	CAPITAL IMPROVEMENTS	10,000,921	(190,094)	9,616,479	899,738	(705,389)	194,349	9,810,827
172	CAP. WATER IMP-WALKER	1,811,551	-	1,655,017	228,802	(72,268)	156,534	1,811,551
178	CONST LOAN PAYMENT REV	6,167,452	(5,216)	5,898,441	363,076	(99,281)	263,795	6,162,236
184	SEWER BACKUP FUND	179,320	-	164,471	14,849	-	14,849	179,320
186	SEWER CONSTRUCTION	4,917,567	(6,489)	4,727,583	307,343	(123,848)	183,495	4,911,078

City of Midwest City
Financial Summary by Fund
for Period Ending August, 2025
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2025 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
187	UTILITY SERVICES	1,660,196	(924)	1,560,388	279,616	(180,732)	98,884	1,659,272
188	CAP. SEWER IMP.-STROTH	2,852,353	-	2,702,775	167,735	(18,158)	149,577	2,852,353
189	UTILITIES CAPITAL OUTLAY	3,491,795	(107,244)	3,309,134	75,417	-	75,417	3,384,551
190	MWC SANITATION DEPARTMENT	8,811,940	-	8,406,772	1,659,246	(1,254,078)	405,168	8,811,940
191	MWC WATER DEPARTMENT	9,506,159	(3,285,149)	5,939,110	1,790,980	(1,509,079)	281,901	6,221,010
192	MWC SEWER DEPARTMENT	8,079,687	(42)	7,641,806	1,867,522	(1,429,683)	437,838	8,079,645
193	MWC UTILITIES AUTHORITY	1,387,067	-	1,382,263	6,804	(2,000)	4,804	1,387,067
194	DOWNTOWN REDEVELOPMENT	383,379	(1,172)	380,048	2,327	(169)	2,159	382,207
195	HOTEL/CONFERENCE CENTER	441,389	(1,032,307)	(523,944)	517,664	(584,638)	(66,974)	(590,918)
196	HOTEL 4% FF&E	979,602	-	967,216	12,386	-	12,386	979,602
197	JOHN CONRAD REGIONAL GOLF	1,886,985	(10,573)	1,723,950	490,775	(338,314)	152,461	1,876,411
201	URBAN RENEWAL AUTHORITY	2,589,788	-	2,554,079	35,719	(11)	35,709	2,589,788
202	RISK MANAGEMENT	614,921	(37)	1,678,061	322,799	(1,385,976)	(1,063,177)	614,885
204	WORKERS COMP	3,448,242	-	3,642,975	167,662	(362,395)	(194,733)	3,448,242
220	ANIMALS BEST FRIEND	150,731	(2,000)	141,209	14,273	(6,751)	7,522	148,731
225	HOTEL MOTEL FUND	-	-	-	151,550	(151,550)	-	-
230	CUSTOMER DEPOSITS	1,538,832	(1,538,832)	-	9,380	(9,380)	-	-
235	MUNICIPAL COURT	98,003	(98,003)	-	585	(585)	-	-
240	L & H BENEFITS	2,614,333	(51,743)	2,835,074	1,872,909	(2,145,393)	(272,484)	2,562,590
250	CAPITAL IMP REV BOND	1,976,079	(28,148,904)	(26,472,617)	2,053,163	(1,753,371)	299,792	(26,172,825)
270	2018 ELECTION G.O. BOND	1,970,102	-	2,266,069	29,216	(325,182)	(295,966)	1,970,102
271	2018 G.O. BONDS PROPRIETARY	307,152	-	305,288	1,864	-	1,864	307,152
272	2022 ISSUE G.O. BOND	909,473	-	906,819	5,529	(2,875)	2,654	909,473
310	DISASTER RELIEF	8,324,997	(231,590)	8,091,790	82,851	(81,234)	1,616	8,093,407
340	REVENUE BOND SINKING FUND	-	-	-	438,343	(438,343)	-	-
350	G. O. DEBT SERVICES	2,823,454	(14,576)	2,817,853	57,722	(66,696)	(8,975)	2,808,878
352	SOONER ROSE TIF	1,736,264	-	1,589,915	149,848	(3,500)	146,348	1,736,264
353	ECONOMIC DEV AUTHORITY	59,755,066	(50,349,377)	9,355,019	275,253	(224,584)	50,669	9,405,689
354	NORTHSIDE TIF	27,944	(267,076)	(239,301)	170	-	170	(239,132)
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	116,169,644	(4,126)	115,727,316	2,839,992	(2,401,786)	438,207	116,165,523
425-9050	MWC HOSP AUTH-DISCRETIONARY	26,323,876	(1,084)	23,574,323	2,992,793	(244,325)	2,748,468	26,322,791
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	11,322,765	(32,613)	11,304,646	5,033	(19,528)	(14,494)	11,290,152
425-9080	MWC HOSP AUTH GRANTS	1,149,439	-	569,062	580,377	-	580,377	1,149,439
425-9090	MWC HOSP AUTH OPIOID SETTLEMENT	1,420,871	(4,359)	1,407,942	8,655	(84)	8,571	1,416,513
	TOTAL	387,772,839	(86,218,655)	295,005,722	39,383,531	(32,835,065)	6,548,465	301,554,187

MIDWEST CITY

Where the Spirit Flies High

MUNICIPAL AUTHORITY

AGENDA

MIDWEST CITY

Where the Spirit Flies High

CONSENT AGENDA

MUNICIPAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

September 23, 2025 – 6:01 PM

Presiding members: Chairman Matthew Dukes		City Staff:
Trustee Susan Eads	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rita Maxwell	Trustee Rick Favors	Authority Attorney Don Maisch

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s) or if there is not a unanimous consent, then the item(s) will be removed and heard in regular order.

1. Discussion, consideration and possible action to approve the meeting minutes for August 26, 2025. (Secretary - S. Hancock)

2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2025-2026, increase: Golf Fund, expenditures/Equipment (47) $5,161.

3. Discussion, consideration, and possible action of declaring various equipment, vehicles, and office furniture as outlined in the memo from the Public Works Department as surplus and authorizing their disposal by sealed bid, public auction or by other means as necessary. (Public Works - R. Paul Streets)

C. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.

D. ADJOURNMENT.

Notice for the Midwest City Municipal Authority meeting was filed for the calendar year with the City Clerk of Midwest. Public notice of this agenda was accessible at least 24 hours before the meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Municipal Authority Minutes

August 26, 2025

This meeting was held in the City Hall Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 8:24 PM with the following member present:

	Trustee Marc Thompson	Assistant General Manager Vaughn Sullivan
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rita Maxwell	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Trustee Susan Eads

CONSENT AGENDA. Bana made a motion to approve the consent agenda, seconded by Favors. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Absent: Eads. Motion Carried.

1. Discussion, consideration and possible action to approve the meeting minutes for July 22, 2025.

2. Discussion, consideration and possible action to approve the minutes of the August 12, 2025, special meeting.

3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2025-2026, increase: Sanitation Department Fund, revenue/Transfers In (41) $589,496; Sewer Department Fund, revenue/Transfers In (00) $107,501; Water Department Fund, revenue/Transfers In (00) $175,279. Sewer Construction Fund, revenue/Transfers In (00) $2,130,673. Stormwater Quality Fund, revenue/Transfers In (00) $346,808. Capital Drainage Fund, revenue/Transfers In (00) $250,943.

4. Discussion, consideration, and possible action of making a matter of record Permit No. WL000055250197 from the Oklahoma Department of Environmental Quality for the construction of the Timber Ridge Elevated Storage Tank and High Service Pump Station project, Midwest City, Oklahoma.

5. Discussion, consideration, and possible action approving a contract with the Central Oklahoma Master Conservancy District to establish a rate and allocation for the acquisition of flood waters from Lake Thunderbird, upon request.

6. Discussion, consideration, and possible action of declaring miscellaneous parts and equipment as outlined in the memo from the Public Works Department as surplus and authorizing their disposal by sealed bid, public auction or by other means as necessary.

7. Discussion, consideration, and possible action of amending a contract with Brewer Construction Oklahoma LLC to include Change Order No. 1 to the agreement to provide all necessary services to complete the Starview Service Line Connections project in an increased amount of $60,485.00.

8. Discussion, consideration, and possible action of declaring (10) pieces of equipment from the Public Works Department, Sanitation Division, as surplus and authorizing their disposal by sealed bid, public auction or by other means as necessary.

9. Discussion, consideration, and possible action of declaring miscellaneous lawn equipment from the Water Resource Recovery Facility as surplus and authorizing disposal by sealed bid, public auction, or by other means as necessary.

DISCUSSION ITEMS.

1. **Discussion, consideration, and possible action of awarding the bid to and approving a contract with H & H Plumbing & Utilities, Inc., for $616,970.00 and 90 Calendar Days for the S.E. 29th Street and Douglas Boulevard Water Line and Sanitary Sewer Improvement project and authorizing the General Manager to execute the contract.**

Thompson made a motion to approve the bid and contract, seconded by Maxwell. Voting Aye: Byrne, Maxwell, Thompson, Bana, Favors and Dukes. Nay: none. Absent: Eads. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:25 PM.

ATTEST:

_____
MATTHEW D DUKES II, Chairman

_____
SARA HANCOCK, Secretary

Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
tcromar@midwestcity.org
Office: 405-739-1245
www.midwestcityok.org

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: September 23, 2025

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2025-2026, increase: Golf Fund, expenditures/Equipment (47) $5,161.

The supplement is needed to increase budget for purchase of two Toro Hybrid green mowers for the John Conrad Municipal Golf Course.

Tiatia Cromar
Tiatia Cromar
Finance Director

SUPPLEMENTS

September 23, 2025

Fund Golf (197)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
47	Equipment (472601)			5,161	
		0	0	5,161	0

Explanation:

To increase budget for purchase of two Toro Hybrid green mowers for John Conrad Golf Course.
Funding to come from Fund balance.

Public Works Administration
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
Public Works Director
pstreets@midwestcityok.org
(405) 739-1061
Assistant Public Works Director
cevenson@midwestcityok.org
(405) 739-1062
www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: September 23, 2025

Subject: Discussion, consideration, and possible action of declaring various equipment, vehicles, and office furniture as outlined in the memo from the Public Works Department as surplus and authorizing their disposal by sealed bid, public auction or by other means as necessary.

The Public Works Department has various equipment, vehicles, and office furniture as described below that have been replaced, removed from service, and/or have no other operational value or application. As such, we recommend declaring these items surplus property and authorizing disposal by sealed bid, public auction, or other means, as necessary.

- 43-02-16, 1998 Chevy S-10 Pickup, VIN # 1GCCS14X9WK129663
- 42-02-04, 1996 Chevy S-10 Pickup, VIN # 1GCS14X0TK211986
- 42-02-18, 2004 Chevy ½ Ton Pickup, VIN # 1GCEC14T74E253199
- 43-03-19, 2005 Chevy 1 Ton Pickup, VIN # 1GBJC34U25E296003
- 42-02-12, 2004 Chevy ¾ Ton Pickup, VIN # 1GCHC24U04E249426
- 42-02-22, 2005 Chevy Colorado, VIN # 1GBDS146X58234885
- 43-03-19, 2005 Chevy 1 Ton Pickup, VIN # 1GBJC34U25E296003
- 43-09-24, Sewer Rod Motor 9.0 Briggs and Stratton
- 43-09-09, Sewer Rod Motor 3.5 Briggs and Stratton
- 43-09-08, Sewer Rod Motor 3.5 Briggs and Stratton
- 43-09-28, Sewer Rod Motor 5.5 Briggs and Stratton
- 43-09-12, Sewer Rod Motor 3.5 Briggs and Stratton
- 43-09-11, Sewer Rod Motor 3.5 Briggs and Stratton
- 07-00-14 Kawasaki 5000-Watt Generator
- 43-6-12 Dayton 4000-Watt Generator
- 42-6-8 Dayton 4000-Watt Generator
- 43-6-19 TQ 3200-Watt Generator
- 07-00-2 Honda Gas Powered Fan
- 07-00-52 Honda Gas Powered Fan
- 07-00-03 Honda Gas Powered Fan
- 43-5-3 Dayton 20-Gal air compressor
- 43-9-18 Tecumseh Engine Gasoline Sewer Tapping Power Head
- 43-11-10 Golden Eagle Fogger

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- 42-9-45 Honda 3" Trash Pump
- Tripp-Lite SB-1000B Battery Backup
- 1 ½"-2" Hydraulic Pipe Bender
- Pneumatic Sewer Tapping Power Head
- Two 8"-6" Sewer Tapping Cradle
- Two 8" Flanged Water Main Gate Valves
- Two 8" Flanged Check Valves
- Boxes of 8" Tee-Bolts and gaskets
- Misc. Sewer Saw Skids and Sewer Saw Cutter Heads
- Five Hydraulic Hand Pumps for Cast Iron Chain Breakers
- Five Chain Breaker Heads and Chains for Cast Iron Pipe
- Sewer Smoke Testing Blower 3.0 Briggs and Stratton
- Vibravac Water Extractor with 3 Wands and Hoses
- Silver Beauty Battery Charger
- Rigid 1/4" Sewer Snake
- Mueller B101 Water Main Tapping Machine with Three Boxes of Misc. Parts
- MetroTech Line Locator
- Pneumatic Powered Chisel
- Ditch Witch Active Piercing tool
- Misc. Wrenches and Spanners
- Air Dryer
- Three Snow Shovels
- John Deere Weedeater
- Compression Style Sewer Line Chain Breakers
- Roller Style Sewer Line Chain Breakers
- Stihl Walk Behind Quickie Saw Attachment
- Trindl Electric Pipe Thawer
- 6", 8" Pipe Tongs
- Watts Check Valve Tester
- Box of Misc. Mueller Drill and Tap Bits and Shell Cutters
- Wind Meter
- Coil Tester
- Motorolla CM200 Radio
- Five Weir Flow Measuring Devices
- 5 Lug 13" Chrome Wheel
- Misc. Electric Foot Pedal
- Misc. 4" Charting Machine
- Plantronics Phone Headset
- Two Speakers
- Three Radio Antennas
- Minolta K800SAF Video Recorder with Two Minolta VHS Recorders
- Four Empty First Aid Boxes
- 8'x8" Aluminum Vactor Tube
- 5'x8" Flexible Vactor Tube
- RS Technical Sewer Camera Unit with Misc. Parts
- Misc. 4" Steel Pipe with flanges
- Extension Cord Reel
- Two 1"x 3' Hydraulic Lines
- Mueller Power Head
- Ten 1414 12VDC 6AH Batteries, Battery Charger, Sampler Device
- Two Amber Rotating Beacons
- 16", 14" Stihl Chainsaw Bars
- Marsh-McBirney Flow Logger with ½" Clear Tubing
- NEC Multisync LT80 Projector
- Beseler Vu-Graph II
- Space Heater
- Three TVs
- Envirosight Verisight Pro Push Camera

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- Aries Push Camera
- Panasonic Alarm/AM FM Radio
- Sony DVD Player
- Fold Star VHS Player, JVC VHS Player
- Seven Office Chairs
- Two Quark Boards
- Limitorque Water Main Valve Gearbox
- Ready Heater Deisel Heater
- Three Office Desks
- Roll up Tarp for Dump truck
- Table with legs, Tabletop
- Eighty Two Sensus ¾" iPerl Water Meters
- Six Sensus 1" iPerl Water Meters
- Twelve Sensus ¾" Ally Water Meters
- Misc. Tee-Bolts and Nuts
- Misc. Water and Sewer Main Line Gaskets 4"-16"
- 4 Wheeled Wire Cart
- Pallet of metal shelving
- Pallet of miscellaneous gland rings
- Pallet of miscellaneous water well fittings.
- Approximately 2000 pounds of scrap copper and brass
- Miscellaneous fire hydrant tops (approx 100 units)
- Sensus water meters and components
  - 787 MXU's
  - 88 iperl meters
  - 12 Ally meters
  - 437 Omni meter chambers
- Small computer desk
- Office table
- 4-drawer file cabinet, qty = 2

Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets
Public Works Director

MIDWEST CITY

Where the Spirit Flies High

NEW BUSINESS/ PUBLIC DISCUSSION

MIDWEST CITY

Where the Spirit Flies High

HOSPITAL AUTHORITY

AGENDA

MIDWEST CITY

Where the Spirit Flies High

DISCUSSION ITEMS

MEMORIAL HOSPITAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

September 23, 2025 – 6:02 PM

Presiding members: Chairman Matthew Dukes		City Staff:
Trustee Susan Eads	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rita Maxwell	Trustee Rick Favors	Authority Attorney Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion, consideration and possible action to approve the meeting minutes for August 26, 2025. (Secretary - S. Hancock)

2. Discussion, consideration and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - T. Cromar)

C. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.

D. ADJOURNMENT.

Notice for the Midwest City Memorial Hospital Authority meeting was filed for the calendar year with the City Clerk of Midwest City. Public notice of this meeting was accessible 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Memorial Hospital Authority Minutes

August 26, 2025

This meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 8:25 PM with following members present:

Trustee Susan Eads (returned)	Trustee Marc Thompson	Assistant GM Vaughn Sullivan
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rita Maxwell	Trustee Rick Favors	Authority Attorney Don Maisch

CONSENT AGENDA. Bana made a motion to approve the consent agenda, seconded by Eads. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Motion Carried.

1. Discussion, consideration and possible action to approve the meeting minutes for July 22, 2025.

2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2025-2026, increase: Hospital Authority Fund, expenses/Hospital Authority (90) $5,565,557.

3. Discussion, consideration and possible action of approving a request for a six (6) month extension to expend Grant funds from the 2023 Grant approval for Blue Light Phones.

DISCUSSION ITEMS.

1. **Discussion, consideration and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.**

   No Action Taken.

2. **Discussion, consideration, and possible action of awarding the bid to and approving a contract with H & H Plumbing & Utilities, Inc., for $616,970.00 and 90 Calendar Days for the S.E. 29th Street and Douglas Boulevard Water Line and Sanitary Sewer Improvement project and authorizing the General Manager to execute the contract.**

Eads made a motion to approve the bid and contract, seconded by Bana. Voting Aye: Eads, Byrne, Maxwell, Thompson, Bana, Favors, and Dukes. Nay: none. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:26 PM.

ATTEST:

_____
MATTHEW D DUKES II, Chairman

_____
SARA HANCOCK, Secretary

Memorial Hospital Authority
General Manager/Administrator, Tim Lyon
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
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MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: September 23, 2025

Subject: Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

This item is on each agenda in the event that the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed, or changes need to be made to the Statement of Investment Policy on short notice.

Tiatia Cromar
Finance Director

MIDWEST CITY

Where the Spirit Flies High

NEW BUSINESS/ PUBLIC DISCUSSION