

TRIBES AND PAYMENT PARTIES

DIRECT SETTLEMENT AGREEMENT

SEPTEMBER 17, 2025

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TRIBES AND PAYMENT PARTIES DIRECT SETTLEMENT AGREEMENT

This Tribes and Payment Parties Direct Settlement Agreement, dated as of September 17, 2025 (the “Agreement”), sets forth the terms of settlement between and among the Tribal Leadership Committee on behalf of the Tribes, the MDT, solely as of the Plan Effective Date,¹ with respect to Article 3, or otherwise as expressly set forth herein, the Sackler Parties Representative and the Payment Parties (as those terms are defined below). This Agreement will be binding on the Effective Date.

This Agreement addresses and resolves the Tribes’ alleged direct claims against the Shareholder Released Parties and claims against the Released Parties. However, it is only one part of a set of agreements addressed through the Plan. Party obligations and agreement terms are also addressed in the Plan and its related documents, including the Master Settlement Agreement and the governing documents of the Abatement Fund; provided, that (i) in the event of any conflict between this Agreement and the Abatement Fund’s governing documents, the terms of this Agreement shall govern; (ii) in the event of any conflict between this Agreement and the Master Settlement Agreement, relating to payment determinations pursuant to this Agreement, enforcement, and/or release terms set forth herein, the terms of this Agreement shall govern, (iii) in the event of any other conflict between this Agreement and the Master Settlement Agreement, the terms of the Master Settlement Agreement shall govern, and (iv) in the event of any conflict between this Agreement and the Plan or Confirmation Order (a) with respect to any matter affecting, or a dispute involving, a party that is not a Party or otherwise bound by this Agreement, the Plan or Confirmation Order shall govern, as applicable, and (b) with respect to all other matters, this Agreement shall govern. This Agreement shall not be enforced against any Person not party to or otherwise bound by this Agreement. The determination of whether there is any inconsistency between this Agreement and the Plan or Confirmation Order shall be made by the Bankruptcy Court.

ARTICLE 1 DEFINITIONS; INTERPRETATION PROVISIONS

Capitalized terms used but not otherwise defined herein shall have their respective meanings ascribed to such terms in the Master Settlement Agreement. Unless otherwise specified, the following definitions apply:

“85% Participation Threshold” means that the Tribal Leadership Committee delivers (or causes to be obtained and delivered) to the Sackler Parties’ Representative and the MDT or its designee the Tribal Participation Forms signed by Litigating Tribes representing at least 85% of Litigating Tribes, as determined by the Tribal Allocation Distribution Percentage set forth in the Tribal Allocation Matrix attached as Exhibit C, as adjusted to exclude Non-Litigating Tribes.

“Abatement Fund” means the Tribal Abatement Fund Trust I, a Delaware Statutory Trust to be formed in accordance with the Tribal Abatement Fund Trust I Trust Agreement, which shall provide for distributions to Participating Tribes to be used for Opioid Remediation, and into which Annual Tribal Payment Amounts received by the MDT are transferred by the MDT, which fund is intended to be classified as a “qualified settlement fund” within the meaning of 26 C.F.R. §§ 1.468B-1 *et seq.*

“Agreement” means this agreement, as set forth above. For the avoidance of doubt, this Agreement is inclusive of all exhibits.

¹ The MDT will sign this agreement no later than the Settlement Effective Date.

“Alleged Harms” means the alleged past, present, and future financial, societal, public nuisance, and other harms, as well as any expenditures related to the foregoing, arising out of the conduct, omission, or liability of the Debtors and relating to Covered Conduct, including the alleged use, misuse, and abuse of Products, non-exclusive examples of which are described in the documents listed on Exhibit B, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Shareholder Released Parties.

“Annual Fees Payment” means the amount of the Annual Tribal Payment Amount allocated and paid to the Tribal Attorney Fee Fund pursuant to Section 4.01, and not including the Annual Remediation Payment. For the avoidance of doubt, the Annual Fees Payment does not include amounts designated pursuant to Section 5.9(c) of the Plan as attorneys’ fees and costs based on Estate Distributions.

“Annual Reduction Amount” means, for any given Payment Date, the sum of the Reduction Amounts for such Payment Date.

“Annual Remediation Payment” means, for any given Payment Date, the Annual Tribal Payment Amount for that Payment Date minus the Annual Fees Payment for that Payment Date.

“Annual Tribal Payment Amount” means as of any given Payment Date, (a) the Maximum Annual Tribal Payment Amount for that Payment Date less (b) the Annual Reduction Amount for that Payment Date plus (c) any Tribal Top-Up Payments paid on such Payment Date.

“Authorized Action” has the meaning set forth in Section 8.19(c).

“Bankruptcy Cases” has the meaning set forth in the Master Settlement Agreement.

“Bankruptcy Code” has the meaning set forth in the Master Settlement Agreement.

“Business Day” means a day, other than Saturday, Sunday or a federal holiday.

“Cause of Action” has the meaning set forth in the Plan.

“Claim” has the meaning set forth in the Plan.

“Claim-Over” means a Cause of Action asserted by a Non-Shareholder Released Party against a Shareholder Released Party or, as applicable, 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 Releasor.

“Compensatory Restitution Amount” means the aggregate amount paid or incurred by or on behalf of any Payment Party hereunder for Opioid Remediation, which includes each Annual Remediation Payment and does not include amounts paid as attorneys’ fees and costs or identified pursuant to Article 4 as being used to pay attorneys’ fees, investigation costs or litigation costs, which shall be up to the amount of the Total Maximum Remediation Payment.

“Confirmation Order” has the meaning set forth in the Plan.

“Covered Conduct” has the meaning set forth in the Master Settlement Agreement.

“Cut-Off Date” means the date that is ninety (90) calendar days prior to the third anniversary of the Settlement Effective Date (i.e., the 90th calendar day before the fourth Payment Date), and includes such

90th calendar day, unless extended with the prior written consent of the Sackler Parties' Representative. The Sackler Parties' Representative may, in its sole discretion, extend the Cut-Off Date, provided that any such extension must be in writing and delivered to the TLC and the MDT prior to the Cut-Off Date.

"Debtors" means 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, 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").

"Designated Tribe" means the Muscogee (Creek) Nation.

"Directors" means the TAFT I Directors.

"Effective Date" means the later of:

(i) Five (5) Business Days after date on which the 85% Participation Threshold is achieved or waived by the Sackler Parties' Representative pursuant to Section 2.07; and

(ii) The Plan Effective Date unless it is extended by written agreement of the Sackler Parties' Representative and the MDT Advisory Council.

"Eligible Entities" means those Litigating Tribes and Non-Litigating Tribes set forth in Exhibit A-1 and Exhibit A-2.

"Estate Distributions" has the meaning set forth in the Plan.

"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 (as defined in the Plan) 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 (as defined in the MSA) 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 (as defined in the Plan) that the applicable Releasor does not have authority to release or bring or any Cause of Action against an Excluded Party (as defined in the Plan); (iv) any Cause of Action against any Person to the extent based on the actual conduct of such Person after the Settlement Effective Date (as defined in the MSA); (v) any Cause of Action against Persons or Entities who are not Released Parties or Shareholder Released Parties, or (vi) any Cause of Action belonging to private individuals or private entities; (vii) any claim arising under the Plan, the Master Settlement Agreement, or this Agreement for enforcement of the Plan, the Master Settlement Agreement, or this Agreement and (viii) any claim, potential claim or a cause of action held by a Domestic Governmental Entity (as defined under the Plan) against any (A) Co-Defendants or their insurers, including for the avoidance of doubt, any Settling Co-Defendant or their insurers, or any (B) pharmacy benefit manager (including any entity or third-party administrator of prescription drug programs) that is not a Shareholder Released Party.

"Fee Reimbursement 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* Dkt. No. 553 entered in the Bankruptcy Cases.

“Governmental Entity Settlement Agreement” or “GESA” means that certain Governmental Entity & Shareholder Settlement Agreement by and between the Payment Parties, the Settling States, the Master Disbursement Trust and the Participating Subdivisions as those terms are defined therein.

“Later Litigating Tribe” means a Tribe (or Tribe official asserting the right of or for the Tribe to recover for Alleged Harms to the Tribe and/or its members thereof) that is not a Litigating Tribe as of the Effective Date and that files a lawsuit bringing a Released Claim against any Released Party or Shareholder Released Party or that adds such a claim to a pre-existing lawsuit, after the Effective Date.

“Litigating Tribe” means a Tribe (or Tribe official asserting the right of or for the Tribe to recover for Alleged Harms to the Tribe and/or its members thereof) that has or is, in each case on or prior to the Effective Date:

- (i) Filed an opioid case in MDL No. 2804 or in a case pending in State court, regardless of whether they have specifically sued Purdue and/or any Released Party;
- (ii) Brought any Claim against any defendant (including any Debtor and Shareholder Released Party) in any jurisdiction or forum prior to the Effective Date that directly or indirectly is based on, arises out of, or in any way relates to or concerns the Covered Conduct, the Released Claims, and/or Alleged Harms;
- (iii) Filed a timely proof of claim against the Debtors in the Bankruptcy Cases pursuant to the applicable deadline set forth in the Order Establishing (I) 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, Case No., Purdue Pharma L.P. et al., 19-23649 (Bankr. S.D.N.Y. Feb. 3, 2020) Dkt. No. 800; and/or
- (iv) Was a “Litigating Tribe” or “Later Litigating Tribe” under any of the Prior Tribal Settlements.

Exhibit A-1 is intended to identify all Litigating Tribes, but to the extent there is any conflict between Exhibit A-1 and the definitions of Litigating Tribe and/or Non-Litigating Tribe, the definitions control.

“Master Disbursement Trust” or “MDT” has the meaning set forth in the Plan.

“Master Settlement Agreement” or “MSA” means that certain Master Settlement Agreement entered into by and among the MDT and each of the parties listed pursuant to the Exhibits A and B of the Master Settlement Agreement and PRA L.P. on or about the date hereof, as it may be amended or supplemented from time to time.

“Maximum Annual Tribal Payment Amount” means, for any given Payment Date, the total amount payable only with respect to “Tribal Direct Payments” by the Payment Groups in aggregate for that Payment Date, as specified in Exhibit G to this Agreement. For the avoidance of doubt, the Maximum Annual Tribal Payment Amount is the highest gross theoretical amount of payment to the Participating Tribes and is based on full participation by all Eligible Tribes and before applying any reductions, credits, offsets, adjustments or limitations pursuant to this Agreement or prepayments pursuant to the Master Settlement Agreement.

“MDL Court” means the United States District Court for the Northern District of Ohio, Eastern Division.

“MDT Advisory Council” has the meaning set forth in the Plan.

“Non-Litigating Tribe” means a Tribe that is not a Litigating Tribe or Later Litigating Tribe. Exhibit A-2 is intended to identify all Non-Litigating Tribes; provided, however, that to the extent there is any conflict between Exhibit A-2 and the definition of Non-Litigating Tribe, the definition shall control. Exhibit A-2 will be updated (including with any corrections) as necessary up to the Effective Date.

“Non-Participating Tribe” means (i) any Tribe that does not execute a Tribal Participation Form before the Cut-Off Date; (ii) any Tribe that, before the Cut-Off Date, affirmatively opt-outs of this Agreement by providing written notice to the TLC and the Sackler Parties’ Representative of its intent to litigate its Claims against any of the Released Parties and/or Shareholder Released Parties; or (iii) any Later Litigating Tribe.

“Non-Party Covered Conduct Claim” means a Cause of Action against any Non-Shareholder 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 Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Shareholder Released Party.

“Non-Shareholder Released Party” means an entity that is not a Shareholder Released Party or Released Party.

“Opioid Remediation” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products in the territory of the Participating Tribes, (2) treat or mitigate opioid use or related disorders in the territory of the Participating Tribes, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic in the territory of the Participating Tribes. The TAFT I Trust Agreement in the form attached hereto as Exhibit D, at Exhibit 4 Schedules B and D thereto provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses in connection with the above.

“Participating Tribe” means any Tribe that executes a Tribal Participation Form and uploads the Tribal Participation Form to the Portal before the Cut-Off Date. A Litigating Tribe shall not be deemed a Participating Tribe until, if applicable, dismissal with prejudice of any pending lawsuit against Released Parties and/or Shareholder Released Parties following the Effective Date.

“Participation Deadline” has the meaning set forth in Section 2.07.

“Parties” means the Payment Parties, the TLC and Participating Tribes and, solely as of the Effective Date, with respect to Article 4, or otherwise as expressly set forth herein, the MDT (each, a “Party”).

“Payment Date” means each date on which a payment is required to be made by a Payment Group pursuant to the terms of the Master Settlement Agreement.

“Payment Group” has the meaning set forth in the Master Settlement Agreement.

“Payment Group Tribal Payment Amount” means, with respect to a given Payment Group and Payment Date, the sum of (a) the Payment Group’s Pro Rata Share of the Maximum Annual Tribal Payment Amount for that Payment Date less (b) the Payment Group’s Pro Rata Share of the Annual Reduction

Amount for that Payment Date plus (c) the Payment Group's Pro Rata Share of any Tribal Top-Up Payments to be paid on such Payment Date.

"Payment Party" means an A-Side Payment Party or a B-Side Payment Party.

"Plan" refers to the chapter 11 plan filed by the Debtors and has the meaning set forth in the Master Settlement Agreement.

"Plan Effective Date" has the meaning set forth in the Master Settlement Agreement.

"Portal" means the Tribal opioid settlement portal set up by BrownGreer at the direction of the TAFT I Directors and the Special Master at which (a) the Tribal Participation Forms shall be received and maintained by the TLC for review and approval by the Sackler Parties' Representative and (b) the information related to the Tribal Allocation Distribution Percentage shall be maintained.

"Preliminary Payment Determination" has the meaning set forth in Section 3.04(c).

"Prior Tribal Settlements" means each of (i) the October 26, 2022 Settlement Agreement concerning McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation; (ii) the July 11, 2022 Janssen Settlement Agreement; (iii) the November 14, 2022 Walmart Settlement Agreement; (iv) the December 16, 2022 Allergan Settlement Agreement; (v) the December 19, 2022 Teva Settlement Agreement; (vi) the December 2022 Walgreens Settlement Agreement; (vii) the December 22, 2022 CVS Settlement Agreement; and (viii) the August 16, 2023 McKinsey Settlement; (ix) the April 4, 2025 Alvogen Settlement Agreement; (x) the April 4, 2025 Amneal Settlement Agreement; (xi) the April 4, 2025 Apotex Settlement Agreement; (xii) the April 4, 2025 Hikma Settlement Agreement; (xiii) the April 4, 2025 Indivior Settlement Agreement; (xiv) the April 4, 2025 Mylan Settlement Agreement; (xv) the April 4, 2025 Sun Settlement Agreement; (xvi) the April 4, 2025 Zydus Settlement Agreement.

"Pro Rata Share" means, with respect to a given Payment Group and Payment Date, the percentage determined by computing (i) the "Tribal Direct Payment" of the Payment Group for such Payment Date, as set forth in Exhibit M-2 to the Master Settlement Agreement, divided by (ii) the Maximum Annual Tribal Payment Amount for such Payment Date; provided that, with respect to Tribal Top-Up Payments, the "Pro Rata Share" shall be calculated separately for each Tribal Top-Up Payment based on the Payment Date(s) associated with the Reduction Amount(s) included in that Tribal Top-Up Payment (e.g., a Tribal Top-Up Payment made on Payment Date 4 would be allocated among the Payment Groups based on each Payment Group's Pro Rata Share for Payment Date 1 (solely with respect to Reduction Amounts arising in connection with Payment Date 1), its Pro Rata Share for Payment Date 2 (solely with respect to Reduction Amounts arising in connection with Payment Date 2), and its Pro Rata Share for Payment Date 3 (solely with respect to Reduction Amounts arising in connection with Payment Date 3)).

"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, triazolam,

temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

“Purdue” means Purdue Pharma L.P.

“Reduction Amount” means, for any given Payment Date, and with respect to a Tribe that is not a Participating Tribe as of the applicable cutoff date for such Payment Date, an amount equal to (a) the Maximum Annual Tribal Payment Amount for that Payment Date multiplied by (b) such Tribe’s Tribal Allocation Distribution Percentage. For purposes of this definition, the applicable cutoff date means:

- (i) for any Payment Date occurring prior to the Cut-Off Date, the date that is ninety (90) calendar days prior to such Payment Date, and
- (ii) for any Payment Date occurring on or after the Cut-Off Date, the Cut-Off Date.

“Release” means a release in the Tribal Participation Form, attached hereto as Exhibit E.

“Released Claims” has the meaning set forth in the Release.

“Released Parties” means collectively, (i) the Debtors, and (ii) each of the Debtors’ Related Parties, solely in their respective capacities as such; provided, however, that, notwithstanding the foregoing or anything herein to the contrary, no Excluded Party (as defined in the Plan) or Shareholder Release Snapback Party (as defined in the Plan) 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. For the avoidance of doubt, “Released Party” shall not include any Co-Defendants or their insurers, including for the avoidance of doubt any Settling Co-Defendant or their insurers.

“Releasors” means the Tribe Releasors.

“Sackler Party” has the meaning set forth in the Master Settlement Agreement.

“Sackler Parties’ Representative” has the meaning set forth in the Master Settlement Agreement.

“Settlement Administrator” means BrownGreer PLC, or such other entity as may be engaged, prior to the Effective Date, pursuant to the Fee Reimbursement Order, or by the MDT from and after the Effective Date (in each case, subject to the reasonable consent of the Sackler Parties’ Representative), as a representative of the TAFT I that annually determines the Annual Remediation Payment, administers the Settlement Fund, and distributes amounts into the Remediation Accounts Fund, pursuant to this Agreement. References herein to the Settlement Administrator shall refer to the Settlement Administrator in its capacities as the representative of the Tribe Trust, the MDT or both, as context requires.

“Settlement Funds” means the Abatement Fund and the Tribal Attorney Fee Fund.

“Settlement Payment” has the meaning set forth in the Master Settlement Agreement.

“Settling Co-Defendants” has the meaning set forth in the Plan.

“Shareholder Released Claims” has the meaning set forth in the Release.

“Shareholder Released Party” or “Shareholder Released Parties” has the meaning set forth in the Plan.

“Special District” has the meaning set forth in the GESA.

“Special Master” means David R. Cohen appointed by the MDL Court in MDL No. 2804, who is designated to act similarly as a special master in all Prior Tribal Settlements.

“TAFT I” means the Abatement Fund.

“TAFT I Directors” means the individuals Mary Smith, Dean Kevin Washburn and Kathy Hannan, or their successors, appointed by the MDL Court in MDL No. 2804.

“TAFT I Trust Agreement” means the Tribal Abatement Fund Trust I Trust Agreement, to be effective as of the Effective Date in substantially in the form attached hereto as Exhibit D.

“TAFT I TDP” means the Trust Distribution Procedures set forth as Exhibit 4 of the TAFT I Trust Agreement.

“Tax Matters” has the meaning set forth in Section 8.01(a).

“Third-Party Payors” has the meaning set forth in the Plan.

“TLC” means the Tribal Leadership Committee appointed by the Court in MDL No. 2804.

“Tribal Allocation Appointees” means David R. Cohen and Layn Phillips who were appointed by the MDL Court to set the procedures by which the inter-tribal allocation was completed and who jointly determined the final inter-tribal allocation resulting in each Tribe’s Tribal Allocation Distribution Percentage.

“Tribal Allocation Distribution Percentage” means a Tribe’s percentage as shown on Exhibit C.

“Tribal Allocation Matrix” means the table attached as Exhibit C.

“Tribal Attorney Fee Fund” means a segregated fund within the TAFT I set aside to pay attorneys’ fees and reimburse attorneys’ costs in accordance with Section 6.01 of this Agreement.

“Tribal Participation Form” means the form attached hereto as Exhibit E. As used in this Agreement, an Eligible Tribe “delivers,” “returns,” “executes,” or otherwise submits its Tribal Participation Form by timely uploading a duly completed and signed form to the Portal by the relevant Payment Date. Such upload shall be deemed irrevocable.

“Tribal Top-Up Payment” has the meaning set forth in Section 3.03.

“Tribe” or “Tribes” means one or more Eligible Entities set forth in Exhibit A-1 or Exhibit A-2 of this Agreement, which include (1) all federally recognized tribes 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 (2) certain “tribal organizations,” as defined in 25 U.S.C. § 5304(I), and “intertribal consortia,” as defined in 25 U.S.C. § 5381(a)(5), that provide health care pursuant to contracts/compacts with the Indian Health Service.

“**Tribe Releasors**” means (1) each Participating Tribe; (2) without limitation and to the maximum extent of the power of each Participating Tribe to release Causes of Action, (a) the Participating Tribe’s departments, agencies, divisions, boards, commissions, subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, 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, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in a Participating Tribe, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Participating Tribe, whether or not any of them participate in this Agreement; (3) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts within the territory of a Participating Tribe; and (4) any of the Participating Tribe’s past and present executive departments, agencies, divisions, boards, commissions, and instrumentalities that have the authority to bring Shareholder Released Claims or Released Claims, whether or not any of them participate in the Agreement.

Section 1.01. Interpretation Provision.

(a) “The words “hereof,” “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Annexes and Exhibits are to the Articles, Sections, Annexes and Exhibits of this Agreement unless otherwise specified.

(c) All Exhibits and Annexes annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Annex but not otherwise defined therein shall have the meaning as defined in this Agreement.

(d) Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular, and words denoting either gender shall include both genders as the context requires. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import.

(f) The word “will” shall be construed to have the same meaning and effect as the word “shall.”

(g) The word “party” shall, unless the context otherwise requires, be construed to mean a party to this Agreement. Any reference to a party to this Agreement or any other agreement or document contemplated hereby shall include such party’s estate, legal and personal representatives, successors and permitted assigns.

(h) Any reference in this Agreement to an estate of a deceased individual or trust as a person or party shall, unless the context otherwise requires, be construed to be or include, as the

context may require, the personal representatives and trustees thereof, respectively, acting in their capacity as such personal representatives and trustees.

(i) Any reference in this Agreement to the rights and obligations of the estate of a deceased individual or a trust that does not have a separate legal personality under applicable law shall be construed as a reference to the rights and obligations of the personal representatives of such estate and the trustees of those trusts, respectively, in their capacity as such.

(j) All references to “\$” and dollars shall be deemed to refer to United States currency unless otherwise specifically provided.

(k) All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(l) Any reference to any contract shall be a reference to such agreement or contract, as amended, amended and restated, modified, supplemented or waived.

(m) A reference to any legislation or to any provision of any legislation shall include any modification, amendment, re-enactment thereof, any legislative provision substituted therefor and all rules, regulations and statutory instruments issued or related to such legislation.

(n) Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. No prior draft of this Agreement nor any course of performance or course of dealing shall be used in the interpretation or construction of this Agreement. No parol evidence shall be introduced in the construction or interpretation of this Agreement unless the ambiguity or uncertainty in issue is plainly discernable from a reading of this Agreement without consideration of any extrinsic evidence. Although the same or similar subject matters may be addressed in different provisions of this Agreement, the Parties intend that, except as reasonably apparent on the face of the Agreement or as expressly provided in this Agreement, each such provision shall be read separately, be given independent significance and not be construed as limiting any other provision of this Agreement (whether or not more general or more specific in scope, substance or content).

(o) Any reference in this Agreement, including in any exhibit or schedule, to a “maximum” scheduled amount refers to the highest (gross) theoretical amount before applying any reductions, credits, offsets, or limitations under this Agreement or any related document.

ARTICLE 2 PARTICIPATION BY TRIBES

Section 2.01. Presentation of Aggregated Settlement Offer, Informed Consent and Compliance with Ethical Rules.

The TLC, on behalf of the Tribes, negotiated the terms of this Agreement with the Sackler Parties’ Representative and believes the gross settlement amount and term of years (in each case, as adjusted pursuant to this Agreement and the Master Settlement Agreement) to be reasonable and recommend moving forward to present this Agreement and informed consent documentation to all Litigating Tribes identified on Exhibit A-1 and all Non-Litigating Tribes identified on Exhibit A-2, and if applicable, to their counsel. The Released Parties and Shareholder Released Parties and the TLC recognize the ultimate decision to settle rests with each Tribe. The TLC will work with all counsel to present the proposed aggregate settlement and allocation procedures to all Tribes and will use best efforts to secure 100% participation as

soon as is reasonably practicable. At all times, including in the roll out and presentation of this Agreement to the Tribes, each Tribe's attorney's duty of loyalty and disclosure is to his or her tribal clients.

Section 2.02. Notice to Unrepresented Tribes.

The Directors shall provide notice of the settlement to each Non-Litigating Tribe.

Section 2.03. Tribal Participation Form.

Attached hereto as Exhibit E is the Tribal Participation Form. A Tribe's executed Participation Form is evidence of its status as a Party to this Agreement, and the executed Participation Forms and their terms are incorporated herein by reference.

Section 2.04. Dismissal of Claims.

Each Participating Tribe that was a Litigating Tribe, either directly or through its counsel, shall provide a dismissal with prejudice of all Released Claims by that Tribe against Released Parties and Shareholder Released Parties. Dismissal of a Litigating Tribe's Claims against Released Parties and Shareholder Released Parties shall be filed only upon the occurrence of the Effective Date. The Parties will coordinate a streamlined dismissal process with the MDL Court that will allow for a bulk filing of the agreed dismissals.

Section 2.05. Eligible Entities.

Exhibits A-1 and A-2 together set forth all entities eligible to participate in this Agreement ("Eligible Entities"):

- (a) Each entity listed on Exhibit A-1 is a Litigating Tribe.
- (b) Each entity listed on Exhibit A-2 is a Non-Litigating Tribe.

Section 2.06. Calculating Tribal Allocation Voting Percentages for Tribal Health Organizations and Inter-Tribal Consortia.

(a) In Alaska: For purposes of determining whether the 85% Participation Threshold has been met, the full amount of the Tribal Allocation Voting Percentage as listed on Exhibit C shall be used for each litigating Alaska Tribal Health Organization, litigating Alaska inter-tribal consortium, or litigating Alaska Tribe which is participating in the Agreement. In the event that a litigating Alaska Tribe which is not listed in Exhibit C, and which is a member of a listed Alaska Tribal Health Organization or Alaska inter-tribal consortium, affirmatively decides not to participate in the Agreement, then the Tribal Allocation Voting Percentage, as computed pursuant to the footnote set forth in Exhibit C, of that nonparticipating Alaska Tribe shall be calculated and deducted from the Tribal Allocation Voting Percentage of its Tribal Health Organization or inter-tribal consortium for purposes of determining whether the 85% Participation Threshold has been met.

(b) Outside of Alaska: Litigating Tribal Health Organizations and inter-tribal consortia outside of Alaska have no Tribal Allocation Voting Percentage listed on Exhibit C and accordingly their participation in the Agreement shall not count toward the 85% Participation Threshold.

Section 2.07. Deadline for the 85% Participation Threshold.

If the 85% Participation Threshold has not been satisfied by the ninetieth (90th) calendar day prior to the second Payment Date (the “Participation Deadline”) or the Master Settlement Agreement is terminated, such that the Effective Date cannot occur, then no Payment Group shall make payments, this Agreement will terminate and have no further effect and all releases and other commitments or obligations contained herein will be void, provided, however, that the Sackler Parties’ Representative shall have the unilateral right in its sole discretion to extend the Participation Deadline to a date of its choosing and/or to waive the achievement of the 85% Participation Threshold as a condition of the Effective Date, and proceed with the Agreement even if the 85% Participation Threshold has not been satisfied.

ARTICLE 3

SETTLEMENT FUND PAYMENTS

Section 3.01. General Provisions and Payment Overview

(a) **Master Settlement Agreement.** The payment obligations addressed in this Agreement are a subset of the Payment Group obligations set out in the Master Settlement Agreement. The parties hereto acknowledge and agree that (i) the liability of each Payment Group with respect to the obligations of each other Payment Group are limited in the manner contemplated by this Agreement and the Master Settlement Agreement, and (ii) payment in full to the MDT by or on behalf of a Payment Group of its payment obligations under the Master Settlement Agreement shall satisfy in full all of such Payment Group’s payment obligations hereunder.

(b) **Payment Obligations.** On each Payment Date, each Payment Group shall pay its Payment Group Tribal Payment Amount due on that date. Each Payment Group shall be solely responsible for its own Payment Group Tribal Payment Amount, and shall not be responsible for the Payment Group Tribal Payment Amount of any other Payment Group. The Annual Tribal Payment Amount required to be made by the Payment Groups on any given Payment Date pursuant to the Master Settlement Agreement shall be determined pursuant to this Agreement; provided all payments determined under this Agreement shall be made to the MDT in the manner contemplated by the Master Settlement Agreement. The MDT shall make corresponding payments into the Abatement Fund, as required by this Agreement. The TAFT I Directors, in conjunction with the Settlement Administrator, shall in turn direct the payments from the Abatement Fund, as applicable, to the Participating Tribes in the manner contemplated hereby. The Maximum Annual Tribal Payment Amount for each Payment Date is set forth in Exhibit G to this Agreement.

(c) **Fees and Costs.** Tribal attorneys’ fees and costs are addressed separately in Articles 4 and 6.

Section 3.02. Payment Dates

If the Effective Date occurs on the Plan Effective Date, the first Annual Tribal Payment Amount shall be due no later than ten (10) Business Days after the occurrence of such Effective Date. If the Effective Date occurs after the Plan Effective Date, the first Annual Tribal Payment Amount shall be due ten (10) Business Days after the Sackler Parties’ Representative and MDT have received written notice from the TLC confirming that such Effective Date has occurred.

Following the Effective Date, each Payment Date shall occur as and when scheduled pursuant to the Master Settlement Agreement.

The payment to the MDT by the Payment Parties of the Annual Tribal Payment Amount for each Payment Date shall be determined as set forth in this Article 3 and made to the MDT pursuant to the Master Settlement Agreement.

Section 3.03. Tribal Top-Up Payments.

If an Eligible Tribe is not a Participating Tribe as of Payment Date 1 but becomes a Participating Tribe on or before the date that is ninety (90) calendar days prior to Payment Date 2, it shall be treated as a Participating Tribe for purposes of Payment Date 2. The Tribal Top-Up Payment corresponding to Payment Date 1 shall equal such Tribe's Reduction Amount for Payment Date 1 and shall be included in the Annual Tribal Payment Amount for Payment Date 2.

If an Eligible Tribe is not a Participating Tribe as of Payment Date 2 but becomes a Participating Tribe on or before the date that is ninety (90) calendar days prior to Payment Date 3, it shall be treated as a Participating Tribe for purposes of Payment Date 3. The Tribal Top-Up Payment corresponding to Payment Dates 1 and 2 shall equal the sum of such Tribe's Reduction Amounts for those Payment Dates and shall be included in the Annual Tribal Payment Amount for Payment Date 3.

If an Eligible Tribe is not a Participating Tribe as of Payment Date 3 but becomes a Participating Tribe on or before the Cut-Off Date, it shall be treated as a Participating Tribe for purposes of Payment Date 4. The Tribal Top-Up Payment corresponding to Payment Dates 1, 2 and 3 shall equal the sum of such Tribe's Reduction Amounts for those Payment Dates and shall be included in the Annual Tribal Payment Amount for Payment Date 4.

If an Eligible Tribe becomes a Participating Tribe after the deadline to qualify for a particular Payment Date but on or before the Cut-Off Date (including in any scenario described in this Section 3.03, or otherwise if the Cut-Off Date is extended pursuant to the terms hereof), it shall be treated as a Participating Tribe for the next Payment Date for which it satisfies the ninety (90) calendar day advance requirement. The Tribal Top-Up Payment corresponding to all prior Payment Dates shall equal the sum of such Tribe's Reduction Amounts for those prior Payment Dates and shall be included in the Annual Tribal Payment Amount for such Payment Date.

Eligible Tribes that do not become Participating Tribes on or before the Cut-Off Date shall not be treated as Participating Tribes for any Payment Date and shall not be entitled to any portion of the Annual Tribal Payment Amount or any Tribal Top-Up Payments.

Amounts included in the Annual Tribal Payment Amount on Payment Date 2, Payment Date 3 or Payment Date 4 that correspond to Reduction Amounts from prior Payment Dates and are payable with respect to Participating Tribes pursuant to this Section 3.03 are referred to as "Tribal Top-Up Payments."

A Tribal Top-Up Payment shall be payable by the Payment Groups responsible for the corresponding payment made on the original payment date, allocated based on their Pro Rata Shares of such corresponding payment.

The MDT shall, after receiving payment of the Annual Tribal Payment Amount that includes a Tribal Top-Up Payment, distribute any such Tribal Top-Up Payments to the TAFT I for payment to the applicable Tribes, net of any Annual Fees Payment attributable to such Tribal Top-Up Payment.

Section 3.04. Payment Determination Process

(a) To determine each Payment Date's Annual Tribal Payment Amount (which shall sum to the Annual Remediation Payment and Annual Fees Payment payable on such Payment Date), the Settlement Administrator shall use the necessary data to compute amounts under this Agreement as of ninety (90) calendar days prior to such Payment Date.

(b) For each Payment Date, the Settlement Administrator shall determine (i) the portion of the Annual Tribal Payment Amount attributable to each Participating Tribe (broken into the Annual Remediation Payment and the Annual Fees Payment) and (ii) each Payment Group's Payment Group Tribal Payment Amount. The portion of the Annual Tribal Payment Amount allocable to each Participating Tribe shall be calculated by multiplying the relevant amount determined pursuant to Section 3.04(a) by such Tribe's adjusted Tribal Allocation Distribution Percentage, which shall reflect the redistribution of percentages originally allocated to Non-Participating Tribes as of the applicable cutoff date for that Payment Date.

(c) Not later than fifty (50) calendar days prior to the applicable Payment Date, the Settlement Administrator shall give notice to the Sackler Parties' Representative, the Tribal Leadership Committee and the MDT Advisory Council of the amounts determined pursuant to 3.04(b) (such notice, a "Preliminary Payment Determination") and the following timeline shall apply:

(i) Within twenty-one (21) calendar days of the Preliminary Payment Determination provided by the Settlement Administrator, the Sackler Parties' Representative, the Tribal Leadership Committee or the MDT Advisory Council may dispute, in writing, the amounts provided by the Settlement Administrator. Such disputing party must provide a written notice of dispute to the Settlement Administrator, the MDT Advisory Council, the Tribal Leadership Committee and the Sackler Parties' Representative identifying the nature of the dispute, the amount of money that is disputed, and the Participating Tribe(s) and Payment Group(s) affected (a "Settlement Payment Dispute Notice"). If no Settlement Payment Dispute Notice is timely provided, then the Preliminary Payment Determination is deemed accepted for all purposes. Only matters included in a timely Settlement Payment Dispute Notice will be allowed to be the subject of any dispute regarding the Annual Remediation Amount payable on a given Payment Date.

(ii) Any party that received a Settlement Payment Dispute Notice may submit a response, in writing, to the Settlement Administrator, the MDT Advisory Council, the Tribal Leadership Committee, and the Sackler Parties' Representative identifying the basis for disagreement with the Payment Dispute Notice (a "Final Dispute Response Notice") within fourteen (14) calendar days that either:

(A) Agrees to one or more proposals in the Settlement Payment Dispute Notice; or

(B) Rejects one or more proposals in the Settlement Payment Dispute Notice and identifies the basis for disagreement. Any item within the Settlement Payment Dispute Notice that is rejected in the Final Dispute Response Notice will be deemed disputed.

(iii) If no party timely delivers a Final Dispute Response Notice, then the Settlement Payment Dispute Notice is accepted for all purposes, and the Settlement Administrator shall adjust amounts determined pursuant to Section 3.04(b) consistent with the Payment Dispute Notice.

(iv) If a Final Dispute Response Notice is timely provided to the Settlement Administrator, the Settlement Administrator shall notify the Sackler Parties' Representative of the

preliminary amount to be paid, in the aggregate and for each Payment Group, which shall be the greater of (i) the amount originally calculated by the Settlement Administrator or (ii) the amount that would be consistent with the Payment Dispute Notice, *provided, however*, that in no circumstances shall the preliminary amount determined for a Payment Group for a Payment Date be higher than the Maximum Annual Tribal Payment Amount for that Payment Group for a Payment Date. For the avoidance of doubt, a transfer of payments from the MDT Segregated Account for other Payment Dates, including Top-Up Payments, does not count toward determining whether the amount determined is higher than the Maximum Annual Tribal Payment Amount.

(v) The Settlement Administrator shall place any disputed amount of the preliminary amount paid by the Payment Groups in accordance with the Master Settlement Agreement into the MDT Segregated Account and shall disburse all undisputed amounts to each Participating Tribe. Upon resolution of a dispute after the Payment Date, amounts in the MDT Segregated Account related to that Payment Date shall be disbursed as follows: (i) to the Settlement Funds if determined to be required payments or (ii) to the applicable Payment Party (or Parties), as designated by the Sackler Parties' Representative, if determined not to be required payments.

(d) Disputes described in this Section 3.04 shall be resolved in accordance with the terms of Article 5.

ARTICLE 4

ALLOCATION AND USE OF SETTLEMENT PAYMENTS

Section 4.01. Use of Settlement Fund.

Within thirty (30) days after determining pursuant to Article 3 that any funds received by the MDT from the Payment Parties are payable to the Settlement Funds, the MDT shall transfer such funds as follows:

(a) **Annual Fees Payment.** An amount equal to 8.5% of the Annual Tribal Payment Amount payable in respect of the applicable Payment Date (the "Annual Fees Payment") shall be allocated and paid to the Tribal Attorney Fee Fund and disbursed in accordance with Article 6 and as set forth in Exhibit G.

(b) **Annual Remediation Payment.** The balance of such funds (i.e., the Annual Remediation Payment as set forth in Exhibit G), along with any portion of the Estate Distributions allocable to the Tribes for the relevant Payment Date for Opioid Remediation under the Plan, shall be allocated and paid to the Abatement Fund for distribution to Participating Tribes for use in Opioid Remediation in accordance with the TAFT I Trust Agreement and the TAFT I TDP, subject to Section 3.03 with respect to Tribal Top-Up Payments.

The Settlement Administrator shall promptly provide the Sackler Parties' Representative, following each Payment Date, with a breakdown of the Annual Tribal Payment Amount for that Payment Date, identifying the portions attributable to the Annual Fees Payment and the Annual Remediation Payment.

Section 4.02. Abatement.

In no event may less than 91.5% of the MDT payments to the TAFT I be spent on Opioid Remediation. For the avoidance of doubt, the 91.5% portion of such payments include any expenses, costs and fees that may be deducted for Directors' expenses, costs and fees pursuant to Sections 4.03 and 4.04 below. The Parties acknowledge and agree that the payments disbursed to the Tribes from TAFT I in

accordance with this Section 4.03 and the TAFT I Trust Agreement in the form attached hereto as Exhibit D, at Exhibit 4 Schedules B and D thereto, are exclusively for Opioid Remediation.

Section 4.03. Duties and Expenses of the Directors.

(a) The Directors shall have the duties set forth in this Agreement and in the TAFT I Trust Agreement.

(b) Any expenses, costs and fees associated with or arising out of the duties of the Directors shall be paid out of interest accrued on the Abatement Fund and from the principal in the Abatement Fund should such interest prove insufficient.

Section 4.04. Duties and Expenses of Tribal Allocation Appointees.

(a) 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, which shall also form the basis for the distributions to the Participating Tribes in accordance with this Article IV. A copy of these Tribal Allocation Distribution Percentages is attached hereto as Exhibit C. For the avoidance of doubt, the procedures implemented by the Tribal Allocation Appointees 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 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.

3. Unrepresented Participating Tribes had the same rights as the represented Participating Tribes within the settlement allocation process.

4. The Payment Parties acknowledge and expressly agree that they have no role whatsoever in determining the inter-tribal allocation.

(b) For the avoidance of doubt, any expenses, costs and fees associated with or arising out of the duties of the TAFT I Directors and David R. Cohen and their administrators (except with regard to the Attorney Fee Fund as set forth in Section 6.01(a)), including expenses of retaining experts or other professionals to assist with allocation and disbursement issues (including the Settlement Administrator and any trust counsel), shall be paid out of the interest accrued on the Abatement Fund. Thereafter, all such expenses, costs and fees shall be paid from the principal of that portion of the funds paid to the Abatement Fund, and the Payment Parties shall have no further obligation to pay such costs.

Section 4.05. Reserved.

Section 4.06. Provisions Regarding Abatement Fund.

(a) The funds distributed by TAFT I to each Participating Tribe shall be used solely for Opioid Remediation.

(b) The TAFT I Directors shall, in consultation with the TLC, design and implement a system of annual reporting by Participating Tribes relating to Opioid Remediation expenditures made using funds received from TAFT I. The TAFT I Directors shall provide an annual Tribal Opioid Abatement Report to the Sackler Parties' Representative and the Special Master, which annual report will be filed by the Special Master, in his discretion, with the MDL Court.

Section 4.07. Nature of Payment.

(a) The Payment Parties and the TLC, on behalf of the Tribes, each acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Shareholder Released Claims and such other Claims released pursuant to the Release:

(i) They have entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

(ii) The Tribes sought compensatory restitution and remediation for alleged damage or harm caused by the potential violation of a law (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i)) as damages for the Alleged Harms allegedly suffered by the Tribes;

(iii) the Compensatory Restitution Amount is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Tribes; and

(iv) the portion of the Compensatory Restitution Amount received by each Tribe is less than or equal to the amount of the Alleged Harms allegedly suffered by such Tribe;

(b) The payment of the Compensatory Restitution Amount by or on behalf of the Payment Groups constitutes, and is paid for, compensatory restitution and remediation for alleged damage or harm caused by the potential violation of a law (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i)) in order to restore, in whole or in part, the Participating Tribes, and persons to the same position or condition that they would be in had the Participating Tribes, and persons not suffered the Alleged Harms, and constitutes compensatory restitution and remediation for alleged damage or harm allegedly caused by the potential violation of a law; and

(c) For the avoidance of doubt: (i) the entire Compensatory Restitution Amount is properly characterized as described in this Section 4.07, (ii) no portion of the Compensatory Restitution Amount represents reimbursement to any Tribe or other person or entity for the fees or costs of any investigation or litigation, including without limitation attorneys' fees, (iii) no portion of the Total Direct Settlement Amount constitutes the disgorgement of any allegedly ill-gotten gains, and (iv) no portion of the Total Direct Settlement Amount is paid for, is in place of, or is properly characterized as the payment of any fine, penalty, punitive damages, or other punitive assessments.

ARTICLE 5 DISPUTE RESOLUTION.

Any disputes arising out of this Agreement shall be heard before Special Master David Cohen (or another person or persons mutually agreed between the Sackler Parties' Representative and the Tribal Leadership Committee) as the arbitrator designated by the parties to resolve disputes through binding arbitration. The foregoing shall not affect the dispute resolution and remedy provisions set forth in the Master Settlement Agreement related to the payment obligations of the Payment Parties.

ARTICLE 6
ATTORNEY FEES AND COSTS

Section 6.01. Procedures.

- (a) The process and procedures to allocate and disburse the Tribal Attorney Fee Fund shall be conducted by the Special Master in a manner consistent with those for the Prior Tribal Settlements and with the terms of this Agreement, including Article 3 of this Agreement. The MDT and Payment Parties shall not be parties to this process. Any costs incurred in allocating and disbursing the Tribal Attorney Fee Fund shall be borne by the Tribal Attorney Fee Fund.
- (b) The Participating Tribes are not subject to the terms of Exhibit R to the GESA, except that according to the terms of Exhibit R “Attorneys representing Tribes are eligible for Common Benefit Fund consideration provided the Tribal Settlement Agreement becomes effective under its terms and provides for contribution of required amounts into the Common Benefit Fund as determined by the MDL Court.” Accordingly, this Agreement requires contribution of amounts into the Common Benefit Fund (as defined by Exhibit R) as determined by the MDL Court and attorneys representing Participating Tribes may be eligible for Common Benefit Fund consideration as set forth in Exhibit R to the GESA. Of the total amount of funds paid to the Tribal Attorney Fee Fund, 60% shall be paid to the Common Benefit Fund pursuant to Exhibit R of the GESA, and 40% shall be paid to the Tribal Contingency Fee Fund established by the MDL Court for payment of contingency fees and costs for Tribal attorneys, as set forth in Exhibit G.

Section 6.02. Limitation.

An attorney representing the Participating Tribes may not receive any payment from the Tribal Attorney Fee Fund unless such attorney presents this settlement to each tribal opioid client in good faith and uses best efforts to secure participation in accordance with Article 2.

ARTICLE 7
RELEASE

Section 7.01. Delivery of Release.

Each Participating Tribe shall deliver to the Portal a Tribal Participation Form pursuant to this Agreement, which contains that Participating Tribe’s Release. Releases shall be effective upon the occurrence of the Effective Date, provided that such Releases may be subject to the pursuit by the MDT of a Release Remedy (as defined in the Master Settlement Agreement) under the Master Settlement Agreement Section 9.02(a)(ii)(B) with respect to a Payment Party.

Section 7.02. Claim-Over and Non-Party Settlement.

- (a) It is the intent of the Parties that:
 - (i) Shareholder Released Parties and Released Parties should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Agreement;
 - (ii) the payments made under the Master Settlement Agreement shall be the sole payments made by the Shareholder Released Parties to the Releasers involving, arising out of, or

related to Shareholder Released Claims (or conduct that would give rise to a Shareholder Released Claim if engaged in by a Shareholder Released Party);

(iii) a Cause of Action by Releasors against non-Parties should not result in additional payments by Shareholder Released Parties, whether through contribution, indemnification or any other means; and

(iv) this Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a Shareholder Released Party's liability to any other parties.

The provisions of this Section 6.02 are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

(b). No Shareholder Released Party shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or 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. For the avoidance of doubt, nothing herein shall prohibit a Shareholder Released Party or Released Party from recovering amounts owed pursuant to insurance contracts.

(c). To the extent that, on or after the Effective Date, any Releasor 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 Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will 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 and Released Parties substantially equivalent to that required from the Shareholder Released Parties in Section 7.02(b), or a release from such Non-Shareholder Released Party in favor of the Shareholder Released Parties and Released Parties (in a form equivalent to the releases contained in this Agreement, including the Release) of any Claim-Over. Each Releasor 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 and the Released Parties. Such agreement is a material term to this Agreement.

(d). In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Shareholder Released Party that does not contain a prohibition like that described in Section 10.02(c) or any Releasor files a Non-Party Covered Conduct Claim against a Non-Shareholder Released Party in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section 7.02(c), and such Non-Shareholder Released Party asserts a Claim-Over against a Shareholder Released Party or Released Party, the Shareholder Released Party shall be relieved of the prohibition in Section 7.02(b) with respect to that Non-Shareholder Released Party and that Releasor 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 to Releasors or to Non-Shareholder Released Parties than the amounts owed under this Settlement Agreement by Payment Groups:

(i). The Sackler Parties' Representative shall notify that Releasor 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 of this Settlement Agreement, whichever is later;

(ii). The Sackler Parties' Representative and that Releasor shall meet and confer concerning the means to hold Shareholder Released Parties as applicable, harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by the Payment Groups under this Agreement;

(iii). That Releasor and the Sackler Parties' Representative shall take steps sufficient and permissible under the law of the state of the Releasor 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 Payment Groups under this 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 the Releasors in response to any claim filed in litigation or arbitration;

(B) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Shareholder Released Party by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Shareholder Released Party;

(C) Placement into escrow of funds paid by the Non-Shareholder Released Parties such that those funds are available to satisfy the Claim-Over;

(D) Return of monies paid by Payment Groups to that Releasor under this Settlement Agreement to permit satisfaction of a judgment against or settlement with the Non-Shareholder Released Party to satisfy the Claim-Over;

(E) Payment of monies to Shareholder Released Parties by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Shareholder Released Party;

(F) Credits to Payment Groups under this Agreement to reduce the overall amounts to be paid under this Agreement such that they are held harmless from the Claim-Over; and

(G) Such other actions as that Releasor, the Payment Parties, and the Sackler Parties' Representative may devise to hold Shareholder Released Parties harmless from the Claim-Over.

(iv). The actions taken pursuant to paragraph (iii) must, in combination, ensure that Payment Groups are not required to pay more with respect to Covered Conduct than the amounts owed by them under this Agreement.

(v). In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph ((iii)), that Releasor and the Sackler Parties' Representative may seek review by the MDL Court.

(vi). The MDL Court shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph (iii) sufficient to hold Shareholder

Released Parties fully harmless in accordance with this Section 7.02. In the event that the MDL Court's actions do not result in Shareholder Released Parties being held fully harmless in accordance with Section 7.02, the Shareholder Released Parties shall have a claim for breach of this Agreement by Releasers, with the remedy being payment of sufficient funds to hold the Shareholder Released Parties harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that the Shareholder Released Parties or Payment Parties may have.

(vii). To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section 7.02(d) 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 Participating Tribes, to the extent permitted by applicable law, in the event that any of these types of Non-Shareholder Released Party asserts a Claim-Over arising out of contractual indemnity against it.

Section 7.03. General Release.

In connection with the releases provided for in this Agreement (including the Release), each Participating Tribe (for itself and its Releasers) 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:

A GENERAL RELEASE DOES NOT EXTEND TO A CAUSE OF ACTION 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 AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

A Releaser 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 and such other Claims released pursuant to the Release, but each Participating Tribe (for itself and its Releasers) hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims and such other Claims pursuant to the Release that may exist as of such date but which Releasers 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 Participating Tribe's decision to enter into this Agreement.

Section 7.04. Assigned Interest Waiver.

To the extent that any Participating Tribe has any direct or indirect interest in any rights of a third-party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Shareholder Released Party or Released Party (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, the Participating Tribe waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Shareholder Released Party or Released Party, as applicable.

Section 7.05. Res Judicata.

Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect of this Agreement, and/or other judgment entered on this Agreement, gives rise to under applicable law.

Section 7.06. Effectiveness.

The releases set forth in this Agreement (including the Release) shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.

Section 7.07. Cooperation.

Releasors (1) will not encourage any person or entity to bring or maintain any Shareholder Released Claim against any Shareholder Released Party or any other Claims released pursuant to the Release against any Released Parties and (2) will reasonably cooperate with and not oppose any effort by a Shareholder Released Party or Released Party, as applicable, to secure the prompt dismissal of any and all Shareholder Released Claims or any other Claims released pursuant to the Release against any Released Parties, including suits brought by non-Releasors based on Shareholder Released Claims or any other Claims released pursuant to the Release against any Released Parties. Applicable Releasors will meet and confer and make reasonable efforts to resolve any action that is filed by a Tribe against any Shareholder Released Party or Released Party as soon as is reasonably practicable. This provision shall not require a Participating Tribe to make any monetary payment or adjustment to allocation or incur other obligation.

Section 7.08. Non-Released Claims.

Notwithstanding the foregoing or anything herein or in any definition of Released Claims to the contrary (either in this Agreement or in the Plan), neither this Agreement nor the Release shall waive, release or limit any Excluded Claims.

ARTICLE 8

Section 8.01. Tax Cooperation and Reporting.

(a) Subject to the limitations set forth herein, upon the reasonable written request by the Sackler Parties' Representative or PRA LP to the Designated Tribe, the Designated Tribe agrees to cooperate in good faith with the Sackler Parties' Representative or PRA LP, as the case may be, to timely provide such further information and documents in its possession or reasonably available to it or the Participating Tribes, and use reasonable efforts to timely execute and deliver such further documents in its possession or in the possession of the Participating Tribes as may be reasonably necessary for Payment Parties or PRA LP to establish the statements set forth in Section 4.07 to the reasonable satisfaction of their tax advisors and their independent financial auditors, including as contemplated by Section 162(f) of the Internal Revenue Code of 1986, as amended, and 26 C.F.R § 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance, or that are reasonably necessary with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding with the Internal Revenue Service or other governmental authority relating to such matters ("Tax Matters"). All requests must reasonably detail the purpose for requesting the documents or other information at that time.

(b) Without limiting the generality of Section 8.01(a), (i) each Participating Tribe shall cooperate in good faith with the Designated Tribe with respect to (x) the obligations of the Designated Tribe under Section 8.01(a) and (y) the Designated Tribe shall cooperate in good faith with the Sackler Parties' Representative and PRA LP with respect to any Tax Matters.

(c) Nothing in this Section 8.01 shall require the Designated Tribe or any Participating Tribe to (i) provide any information or document that has been filed with the Bankruptcy Court or otherwise made publicly available by the public posting of such information or document; (ii) retain information or records other than in accordance with any applicable retention policy except with respect to reasonable written requests by the Sackler Parties' Representative made to the Designated Tribe; (iii) provide information or documents that have been previously provided to the Sackler Parties' Representative; (iv) search and/or produce e-mail or physical records, except to the extent reasonably necessary to identify information or documents relevant to any reasonable request made hereunder; (v) provide information or documents that would result in a violation of applicable law; (vi) provide information or documents that are privileged; (vii) bear any out-of-pocket costs or expenses; or (viii) provide information or documents that would result in a breach of a confidentiality agreement or obligation. In each such case where the Designated Tribe or a Participating Tribe does not provide a document or other information solely pursuant to the preceding sentence, the Designated Tribe or Participating Tribe shall inform the Sackler Parties' Representative, to the extent legally permissible, of the basis on which information was not provided. Other than with respect to Sections 4.01, 4.02, 4.03 and 4.07, and notwithstanding anything else herein to the contrary, the Participating Tribes shall have no obligation to trace funds received pursuant to this Agreement or the Master Settlement Agreement; and no Participating Tribe shall have any obligation or responsibility for any other Participating Tribe under this Section 8.01.

(d) Pursuant to 26 C.F.R. § 1.6050X-1(a) and (b), the Designated Tribe, on behalf of all Participating Tribes shall designate one of its officers or employees to act as the "appropriate official" within the meaning of 26 C.F.R. § 1.6050X- 1(f)(1)(ii)(B) (the "Appropriate Official"). The Designated Tribe shall use reasonable best efforts to direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Parties, an IRS Form 1098-F substantially similar to the form attached as Exhibit U to the GESA with respect to PRA LP and the Payment Parties and (ii) any legally required forms, returns or amended returns with any applicable governmental authority, or any returns reasonably requested by PRA LP or a Payment Party, and (b) provides the Sackler Parties' Representative a copy of (i) the IRS Form 1098-F filed with respect to PRA LP or such Payment Party and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such forms, returns, or statements shall be prepared and filed in a manner fully consistent with Section 4.07 and as set forth in Section 8.01(e).

(e) Any form, return, amended return, or written statement filed or provided pursuant to Section 8.01(d), and any similar document, shall be prepared and filed in a manner consistent with reporting on IRS Form 1098-F. If the Designated Tribe or Appropriate Official shall be required to file any form, return, amended return, or written statement contemplated by this Section 8.01 other than an IRS Form 1098-F substantially similar to the form attached as Exhibit U to the GESA, the Designated Tribe shall use reasonable best efforts to direct and ensure that the Appropriate Official provides to the Sackler Parties' Representative a draft of such form, return, amended return, or written statement in respect of the Payment Parties or PRA LP no later than sixty (60) calendar days prior to the due date thereof, and shall accept and reflect any reasonable revisions from or on behalf of the Sackler Parties' Representative on the return, amended return, or written statement in respect of the Payment Parties or PRA LP.

(f) For the avoidance of doubt, neither the Payment Parties nor the Designated Tribe make any warranty or representation to any Payment Party or Releasor as to the tax consequences of the payment

of the Compensatory Restitution Amount (or any portion thereof), and nothing in this Agreement shall impose on the Participating Tribes any liability with respect to any tax or related obligation of the Shareholder Released Parties, or obligation to indemnify, defend, or otherwise hold harmless any Shareholder Released Party for any tax or other obligations.

Section 8.02. Third-Party Beneficiaries.

Except as expressly provided in this Agreement or the Master Settlement Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the MDT, a Participating Tribe (to the extent expressly set forth herein), the Sackler Parties' Representative, Shareholder Released Party, or a Released Party. The Participating Tribes may not assign or otherwise convey any right to enforce any provision of this Agreement.

Section 8.03. Calculation.

Any figure or percentage referred to in this Agreement shall be carried to seven decimal places; provided, that no change shall be made to any amounts specified in Exhibit M to the Master Settlement Agreement that would affect the aggregate obligations of the Payment Groups with respect to the Payment Group Tribal Payment Amounts.

Section 8.04. Construction.

None of the Parties and no Participating Tribe shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

Section 8.05. Cooperation and Best Efforts.

Each Party and each Participating Tribe agrees to use its best efforts and to cooperate with the other Parties and Participating Tribes to cause this Agreement to become effective, to obtain all necessary approvals, consents, and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Tribe agrees that it will not, directly or indirectly, assist or encourage any challenge to this Agreement by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Master Settlement Agreement. Each Party and each Participating Tribe further agrees to use its good faith efforts and to cooperate with the other Parties and Participating Tribes to meet the deadlines set forth in this Agreement in a timely manner and without requiring extensions.

Section 8.06. Entire Agreement.

This Agreement, including its exhibits and any other attachments, and together with the Master Settlement Agreement, embodies the entire agreement and understanding between and among the Parties and Participating Tribes relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.

Section 8.07. Execution.

This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature. The Payment Parties and MDT may execute their counterpart signature pages to this Agreement in a similar manner (e.g., on separate counterparts and by means of .pdf electronic transmission).

Section 8.08. Good Faith and Voluntary Entry.

Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and Participating Tribes warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties and Participating Tribes state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.

Section 8.09. No Prevailing Party.

The Parties and Participating Tribes each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties and Participating Tribes have reached a good faith settlement.

Section 8.10. Non-Admissibility.

The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Tribes in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.

Section 8.11. Notices.

All notices or other communications under this Agreement shall be in writing (including, but not limited to, electronic communications) and shall be given to the recipients indicated below:

For the Tribal Leadership Committee:

Lloyd Miller/Don Simon/Whitney Leonard
Sonosky, Chambers, Sachse, Miller & Monkman, LLP
510 L Street, Suite 310
Anchorage, AK 99501
lloyd@sonosky.net
dsimon@sonosky.com
whitney@sonosky.net
(907) 258-6377

Geoffrey Strommer/Caroline Mayhew/Edmund Goodman
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Portland, OR 97204

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(612) 349-8500

Lynn Sarko
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lsarko@kellerrohrback.com
(206) 623.1900

Roe Frazer
Frazer PLC
30 Burton Hills Blvd, Suite 450
Nashville, TN 37215
roe@frazer.law
(615) 647-6464

Peter Mougey
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Buchanan, O'Brien, Barr & Mougey, P.A.
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Pensacola, FL 32502-5996
pmougey@levinlaw.com
(850) 435-7068

Elizabeth J. Cabraser/Dan Drachler/Eric Fastiff
Lieff Cabraser Heimann & Bernstein LLP
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San Francisco, CA 94111
ecabraser@lchb.com
ddrachler@lchb.com
efastiff@lchb.com
(415) 956-1000

Steve Skikos/Mark Crawford
Skikos, Crawford, Skikos & Joseph LLP
One Sansome Street, Suite 2830
San Francisco, CA 94104
sskikos@skikos.com
mccrawford@skikos.com
(415) 546.7300

For the Payment Parties and the Sackler Parties' Representative:

Garrett Lynam
Kokino LLC
201 Tresser Boulevard, 3rd Floor
Stamford, CT 06901
Phone: (203) 595 4552
Email: glynam@kokino.com

Frank S. Vellucci
Summer Road LLC
207 6th Street
West Palm Beach, FL 33401
Phone: (561) 473-5060
Email: fsv@srllc.com

Leslie J. Schreyer
Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, NY 10019-6022
Phone: +1 (212) 408-5335
Email: les.schreyer@nortonrosefulbright.com

Jonathan G. White
Inpendra Limited
2nd Floor, Eaton House
9 Seaton Place
St Helier, Jersey JE2 3QL
Phone: +44 1534 280360
Email: jonathan.white@inpendra.com

With a copy (which shall not constitute notice) to

Milbank LLP
55 Hudson Yards
New York, NY 10001
Attn: Robert Kennedy
Tel: (212) 530-5087
e-mail: rkennedy@milbanmk.com
and

Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
Attn: Jasmine Ball
Tel: (212) 909-6845
e-mail: jball@debevoise.com

For the MDT: As shall be set forth in the Master Settlement Agreement, subject to the last sentence of this Section 8.11.

Any Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section 8.11.

Section 8.12. No Waiver.

The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

Section 8.13. Preservation of Privilege.

Nothing contained in this Agreement, and no act required to be performed pursuant to this Agreement, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

Section 8.14. Successors.

This Agreement shall be binding upon, and inure to the benefit of, the Payment Parties and their respective successors and assigns. To the extent a party to the Master Settlement Agreement may assign rights or obligations thereunder, or may be added or removed as a party thereto, such party may assign rights or obligations, or may be added or removed as a party, to this Agreement.

Section 8.15. Modification, Amendment, Alteration.

Any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by the Sackler Parties' Representative and the TLC.

Section 8.16. Termination.

- (a) Unless otherwise agreed to by each of the Sackler Parties' Representative and the TLC, this Agreement and all of its terms (except Section 8.10 and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated, and the Agreement and all orders issued by the courts pursuant to the Agreement shall become null and void and of no effect, if (i) the Master Settlement Agreement is executed and delivered by the parties thereto and thereafter terminates prior to the Settlement Effective Date in accordance with its terms or (ii) if the Master Settlement Agreement is not executed and delivered by the parties thereto prior to March 1, 2026 or such later date as the Sackler Parties Representative shall determine in its sole discretion.
- (b) Unless the Sackler Parties' Representative and the MDT Advisory Council agree otherwise, this Agreement shall terminate as to all Parties as of Payment Date 16, provided that the Payment Parties have performed their respective payment obligations under the Agreement as of that date. Notwithstanding any other provision in this Section 8.16(b) or in this Agreement, all releases under this Agreement, including under the Release, will remain effective despite any termination under this Section 8.16(b).

- (c) Nothing in this Section 8.16 shall affect the rights of the parties to terminate this Agreement on the terms and subject to the conditions set forth elsewhere in this Agreement or under the Master Settlement Agreement.
- (d) If the Release Remedy (as defined in the Master Settlement Agreement) is exercised pursuant to the terms thereto or this Agreement is terminated pursuant to Section 8.16(a), then with respect to the applicable parties against which the Release Remedy is exercised in accordance with the Master Settlement Agreement:
 - a. Any applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date of this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that the applicable Released Parties and applicable Shareholder Released Parties and the Participating Tribe in question shall be in the same position with respect to the statute of limitation as they were on September 15, 2019; and
 - b. The Sackler Parties' Representative and the Participating Tribe in question shall jointly move the relevant court of competent jurisdiction for an order reinstating the applicable actions and claims impacted by the exercise of such Release Remedy dismissed pursuant to the terms of this agreement governing dismissal, with the effect that applicable Released Parties and applicable Shareholder Released Parties and the Tribe in question shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.

Section 8.17. Governing Law

Except as (1) otherwise provided in this Agreement or (2) as necessary to promote uniformity of interpretation for matters, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio without regard to the conflict of law rules of such State. Notwithstanding any other provision in this subsection on governing law, the United States District Court for the Northern District of Ohio shall retain jurisdiction to enforce this Agreement.

Section 8.18. Severability

In the event any one or more immaterial provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

Section 8.19. Sackler Parties' Representative.

(a) Designation. Subject to the terms and conditions of this Section 8.19, the Sackler Parties' Representative is hereby designated as the representative of the Payment Parties with respect to the matters set forth in this Agreement, and solely to the extent set forth therein, and the other documents or agreements contemplated hereby or thereby to be performed by the Payment Parties.

(b) Authority. By the approval of this Agreement, each of the Payment Parties hereby irrevocably constitutes and appoints the Sackler Parties' Representative as the representative, agent, proxy and attorney-in-fact for each of the Payment Parties for all purposes authorized under this Agreement, including the full power and authority on behalf of the Payment Parties to (i) take all other actions to be taken by or on behalf of each Payment Party (or the Payment Parties collectively) in connection herewith and (ii) do each and every act and exercise any and all rights which each Payment Party (or the Payment Parties collectively) is

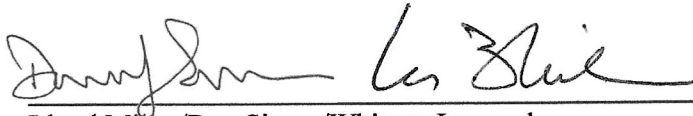
permitted or required to do or exercise under this Agreement or any other agreement contemplated hereby. Each of the Payment Parties agrees that such agency and proxy are coupled with an interest, are therefore irrevocable without the written consent of the Sackler Parties' Representative and shall survive the bankruptcy, dissolution, liquidation, death or incapacity of any Payment Party. All decisions and actions by the Sackler Parties' Representative (to the extent authorized by this Agreement) shall be binding upon each of the Payment Parties, and no Payment Party shall have the right to object, dissent, protest or otherwise contest the same.

(c) Reliance. Each Payment Party agrees that the other Parties shall be entitled to rely on any action taken by the Sackler Parties' Representative on behalf of such Payment Party and its Payment Group (an "Authorized Action"), and that each Authorized Action shall be binding on each Payment Party and Payment Group as fully as if such Payment Party and Payment Group had taken such Authorized Action.

(d) Limitation of Liability. Each Sackler Party (including but not limited to each Payment Party) acknowledges and agrees that the Sackler Parties' Representative shall have no liability to, and shall not be responsible for any costs or expenses, judgments, fines, losses, claims, damages or liabilities of, any Party or to or of any of their respective officers, directors, employees, affiliates and/or agents in connection with any actions taken or omitted to be taken by the Sackler Parties' Representative under or in respect of this Agreement, except to the extent resulting from fraud or willful misconduct by the Sackler Parties' Representative.

(e) Survival. All of the immunities and powers granted to the Sackler Parties' Representative hereunder shall survive the termination of this Agreement.

For the Tribal Leadership Committee:



Lloyd Miller/Don Simon/Whitney Leonard
Sonosky, Chambers, Sachse, Miller & Monkman, LLP

Steve Skikos/Mark Crawford
Skikos, Crawford, Skikos & Joseph LLP

Geoffrey Strommer/Caroline Mayhew/Edmund Goodman
Hobbs, Straus, Dean & Walker, LLP

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Robins Kaplan LLP

Lynn Sarko
Keller Rohrback, L.L.P.

Roe Frazer
Frazer PLC

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Levin, Papantonio, Rafferty, Proctor,
Buchanan, O'Brien, Barr & Mougey, P.A.

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Lief Cabraser Heimann & Bernstein LLP

Richard Fields
Fields, Han & Cuniff LLC

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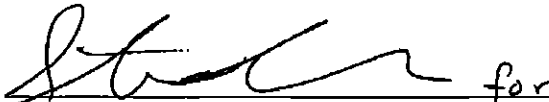
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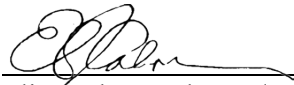
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Elizabeth J. Cabraser/Dan Drachler/Eric Fastiff
Lieff Cabraser Heimann & Bernstein LLP

Richard Fields
Fields, Han & Cuniff LLC

For the Payment Parties:

[To follow]

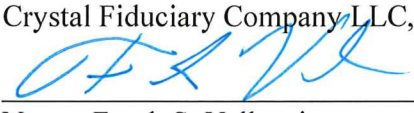
For the MDT:

[To follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

IRREVOCABLE DECLARATION OF TRUST
DATED JULY 2, 2019 (AR IRREVOCABLE
TRUST)

By: Crystal Fiduciary Company LLC, as trustee

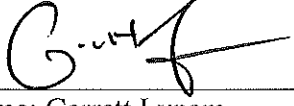
By: 

Name: Frank S. Vellucci

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

CHINA SEA COMPANY, INC.

By: 
Name: Garrett Lynam
Title: Vice President

By: _____
Name: Frank S. Vellucci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

CHINA SEA COMPANY, INC.

By: _____

Name: Garrett Lynam

Title: Vice President



By: _____

Name: Frank S. Vellucci

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

G3A LLC

By:



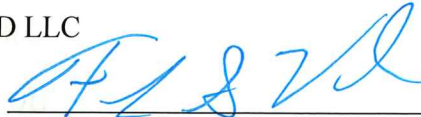
Name: Frank S. Vellucci

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

G3D LLC

By:



Name: Frank S. Vellucci

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

G3R LLC

By: 

Name: Frank S. Vellucci

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

HUDSON RIVER PARTNERS

By: 
Name: Garrett Lynam
Title: Vice President

By: _____
Name: Frank S. Velluci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

HUDSON RIVER PARTNERS

By: _____

Name: Garrett Lynam

Title: Vice President

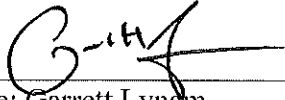
By:  _____

Name: Frank S. Velluci

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

MERIDIAN INTERNATIONAL, LTD.

By: 
Name: Garrett Lynam
Title: Vice President

By: _____
Name: Frank S. Vellucci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

MERIDIAN INTERNATIONAL, LTD.

By: _____

Name: Garrett Lynam

Title: Vice President

By: _____

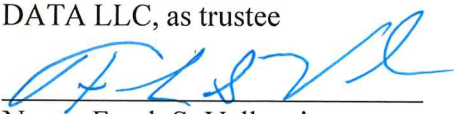
Name: Frank S. Vellucci

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

IRREVOCABLE DECLARATION OF TRUST
1 DATED DECEMBER 23, 1989 FBO THE
ISSUE OF RICHARD S. SACKLER, M.D
(RAYMOND R. SACKLER TRUST 1 DTD
12/23/89)

By: DATA LLC, as trustee

By: 

Name: Frank S. Vellucci

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

IRREVOCABLE DECLARATION OF TRUST
1B DATED DECEMBER 23, 1989 FBO THE
ISSUE OF RICHARD S. SACKLER, M.D
(RAYMOND R. SACKLER TRUST 1B DTD
12/23/89)

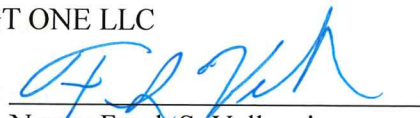
By: DATA LLC, as trustee

By: 
Name: Frank S. Vellucci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

RGT ONE LLC

By:



Name: Frank S. Vellucci

Title: Assistant Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

RGT THREE LLC

By:

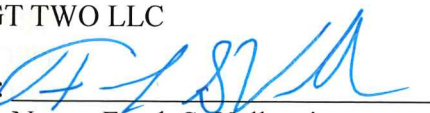


Name: Frank S. Vellucci

Title: Assistant Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

RGT TWO LLC

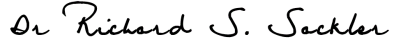
By: 

Name: Frank S. Vellucci

Title: Assistant Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

DR. RICHARD S. SACKLER

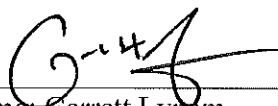
Signed by:

ECC6BDB68B6D49C...

This signature is delivered in escrow and will be considered released by the undersigned upon, and only upon, the execution by the undersigned of the Master Settlement Agreement (and related Credit Support Annex) consistent with the terms of the Stipulation Agreement dated August 1, 2025 among the undersigned and certain other members of the undersigned's Payment Group.

[Signature Page to Settlement Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

ROSEBAY MEDICAL COMPANY, INC.

By: 
Name: Garrett Lynam
Title: Vice President

By: _____
Name: Frank S. Vellucci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

ROSEBAY MEDICAL COMPANY, INC.

By: _____

Name: Garrett Lynam

Title: Vice President

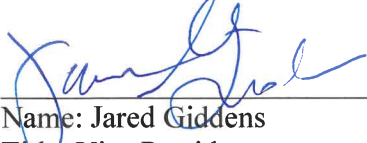
By:  _____

Name: Frank S. Vellucci

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

CEDAR CLIFF FIDUCIARY MANAGEMENT INC.,
as trustee of the Trust U/A 11/5/74 fbo Beverly Sackler

By: 

Name: Jared Giddens

Title: Vice President

DR. RICHARD S. SACKLER,
as trustee of the Trust U/A 11/5/74 fbo Beverly Sackler

By: _____

Name: Dr. Richard S. Sackler

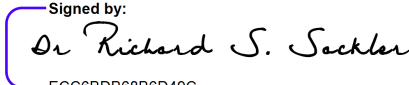
Title: Trustee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

CEDAR CLIFF FIDUCIARY MANAGEMENT INC.,
as trustee of the Trust U/A 11/5/74 fbo Beverly Sackler

By: _____
Name: Jared Giddens
Title: Vice President

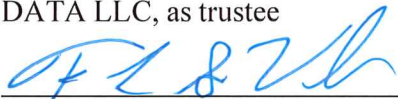
DR. RICHARD S. SACKLER,
as trustee of the Trust U/A 11/5/74 fbo Beverly Sackler

By:  _____
Name: Dr. Richard S. Sackler
Title: Trustee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TRUST UNDER AGREEMENT DATED
DECEMBER 23, 1980 F/B/O RICHARD S.
SACKLER (XPC TRUST A)

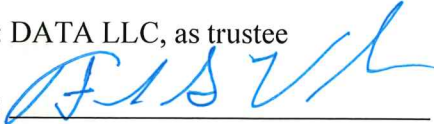
By: DATA LLC, as trustee

By: 
Name: Frank S. Vellucci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TRUST UNDER AGREEMENT DATED
DECEMBER 3, 1979 F/B/O RICHARD S.
SACKLER (BRP TRUST A)

By: DATA LLC, as trustee

By: 

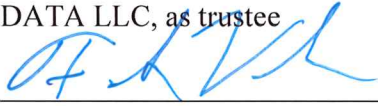
Name: Frank S. Vellucci

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TRUST UNDER AGREEMENT DATED
JUNE 16, 1980 F/B/O RICHARD S.
SACKLER (FPC TRUST A)

By: DATA LLC, as trustee

By: 

Name: Frank S. Vellucci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

CORNICE FIDUCIARY MANAGEMENT LLC,
as trustee of the AJ Irrevocable Trust

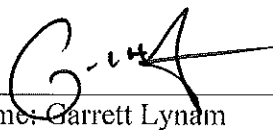
By: 

Name: Jeffrey A. Robins
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

IJM LLC

By: _____

A handwritten signature in black ink, appearing to read "Garrett Lynam", is written over a horizontal line.

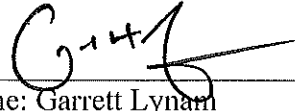
Name: Garrett Lynam

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

2JM LLC

By: _____

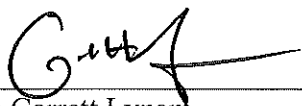
A handwritten signature in black ink, appearing to read "G-141", is written over a horizontal line.

Name: Garrett Lynam

Title: Vice President

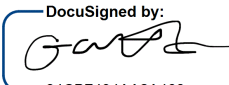
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

3JM LLC

By: 
Name: Garrett Lynam
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

ESTATE OF JONATHAN D. SACKLER

By: 
 84CB7434AA2A468...
Name: Garrett Lynam
Title: Executor

Each of the parties to this Agreement acknowledge and agree that the Estate of Jonathan Sackler is intended to become a Payment Party only after final probate court approval is obtained. Until then, this signature pages is held in escrow to permit solicitation of the Tribes settlement, but shall not be released until such probate court approval is obtained.

[Signature Page to Settlement Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

CORNICE FIDUCIARY MANAGEMENT LLC,
as trustee of the Hudson Trust

By: 

Name: Jeffrey A. Robins

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

MENLO PARK INVESTORS INC.

By: _____

Name: Garrett Lynam

Title: Vice President

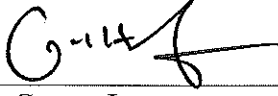
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

CORNICE FIDUCIARY MANAGEMENT LLC,
as trustee of the JDS Revocable Pourover Trust

By: 
Name: Jeffrey A. Robins
Title: Vice President

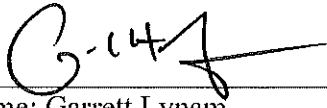
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

JGT ONE LLC

By: 
Name: Garrett Lynam
Title: Vice President

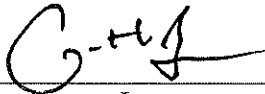
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

JGT THREE LLC

By: 
Name: Garrett Lynam
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

JGT TWO LLC

By: 
Name: Garrett Lynam
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

CORNICE FIDUCIARY MANAGEMENT LLC,
as trustee of the Raymond R. Sackler Trust 2 dtd
12/23/89

By: 
Name: Jeffrey A. Robins
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

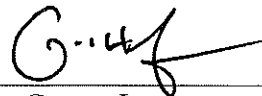
CORNICE FIDUCIARY MANAGEMENT LLC,
as trustee of the Raymond R. Sackler Trust 2B dtd
12/23/89

By: 

Name: Jeffrey A. Robins
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TEMAGAMI LLC

By: 
Name: Garrett Lynam
Title: Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

CORNICE FIDUCIARY MANAGEMENT LLC,
as trustee of the Trust under agreement dated
December 23, 1980 f/b/o Jonathan D. Sackler

By: 
Name: Jeffrey A. Robins
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

CORNICE FIDUCIARY MANAGEMENT LLC,
as trustee of the Trust under agreement dated
December 3, 1979 f/b/o Jonathan D. Sackler

By: 
Name: Jeffrey A. Robins
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

CORNICE FIDUCIARY MANAGEMENT LLC,
as trustee of the Trust under agreement dated June
16, 1980 f/b/o Jonathan D. Sackler

By: _____

Name: Jeffrey A. Robins

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

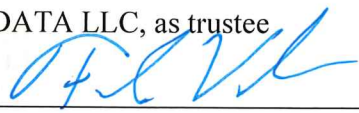
DAVID A. SACKLER

DocuSigned by:
By: 
885ECE362B2746D...
Name: David A. Sackler

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TRUST UNDER AGREEMENT DATED
AUGUST 29, 2003 F/B/O THE ISSUE OF
RICHARD S. SACKLER (PRAH TRUST)

By: DATA LLC, as trustee

By: 

Name: Frank S. Vellucci

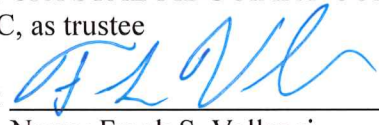
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

IRREVOCABLE DECLARATION OF TRUST
DATED MAY 1, 2015 FBO BS AND RSS (74
AR TRUST)

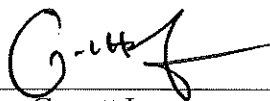
By: CRYSTAL FIDUCIARY COMPANY
LLC, as trustee

By:


Name: Frank S. Vellucci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

BRJ FIDUCIARY MANAGEMENT LLC, as
trustee of the Trust B U/A 11/5/74 FBO Beverly
Sackler

By: 
Name: Garrett Lynam
Title: Vice President

BRJ FIDUCIARY MANAGEMENT LLC, as
trustee of the Trust B U/A 11/5/74 FBO Beverly
Sackler

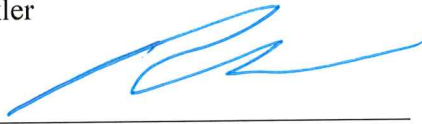
By: _____
Name: Frank S. Vellucci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

BRJ FIDUCIARY MANAGEMENT LLC, as
trustee of the Trust B U/A 11/5/74 FBO Beverly
Sackler

By: _____
Name: Garrett Lynam
Title: Vice President

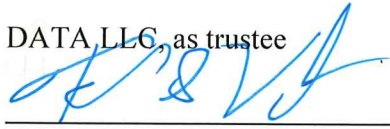
BRJ FIDUCIARY MANAGEMENT LLC, as
trustee of the Trust B U/A 11/5/74 FBO Beverly
Sackler

By:  _____
Name: Frank S. Vellucci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TRUST UNDER AGREEMENT DATED
AUGUST 25, 1992 F/B/O THE ISSUE OF
RICHARD S. SACKLER (RICHARD S.
SACKLER TRUST U/A 8/25/92)

By: DATA LLC, as trustee

By: 

Name: Frank S. Vellucci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

IRREVOCABLE DECLARATION OF
TRUST DATED DECEMBER 31, 2012
(RSS 2012 FAMILY TRUST)

By: CRYSTAL FIDUCIARY COMPANY
LLC, as trustee

By:



Name: Frank S. Vellucci

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

ROCKPOINT LAND TRUST
DECLARATION OF TRUST DATED
FEBRUARY 2, 2023
(ROCKPOINT LAND TRUST)

By: CRYSTAL FIDUCIARY COMPANY
LLC, as trustee

By:



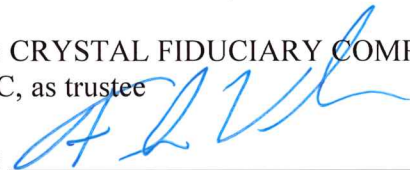
Name: Frank S. Vellucci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

ROCKPOINT RESIDENCE TRUST
DECLARATION OF TRUST DATED
FEBRUARY 2, 2023 (ROCKPOINT
RESIDENCE TRUST)

By: CRYSTAL FIDUCIARY COMPANY
LLC, as trustee

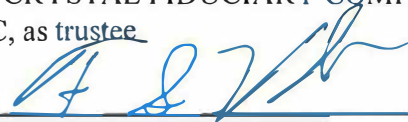
By:


Name: Frank S. Vellucci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

IRREVOCABLE DECLARATION OF TRUST
DATED JULY 27, 2022 (RICHARD S.
SACKLER LIFE INSURANCE TRUST)

By: CRYSTAL FIDUCIARY COMPANY
LLC, as trustee

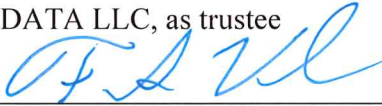
By: 

Name: Frank S. Vellucci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TRUST UNDER AGREEMENT 1 DATED
DECEMBER 20, 1989 FBO DAS (DAS
GALLO 1)

By: DATA LLC, as trustee

By: 

Name: Frank S. Vellucci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TRUST UNDER AGREEMENT DATED
JANUARY 27, 2012 F/B/O DAS (DAVID A.
SACKLER 2012 TRUST)

By: CRYSTAL FUDICARY COMPANY
LLC, as trustee

By: 
Name: Frank S. Vellucci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TRUST UNDER AGREEMENT 2 DATED
DECEMBER 20, 1989 FBO DAS (DAS
GALLO 2)

By: CRYSTAL FUDICARY COMPANY
LLC, as trustee

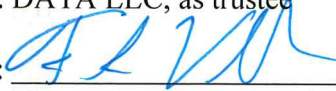
By: 

Name: Frank S. Vellucci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TRUST UNDER AGREEMENT 3 DATED
DECEMBER 20, 1989 FBO DAS (DAS
GALLO 3)

By: DATA LLC, as trustee

By: 

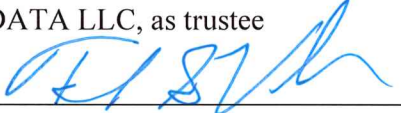
Name: Frank S. Vellucci

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TRUST UNDER AGREEMENT 1 DATED
DECEMBER 21, 1989 FBO MRS (MRS
GALLO 1)

By: DATA LLC, as trustee

By: 

Name: Frank S. Vellucci

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TRUST UNDER AGREEMENT DATED
JANUARY 27, 2012 F/B/O MRS
(MARIANNA R. SACKLER 2012 TRUST)

By: CRYSTAL FIDUCIARY COMPANY
LLC, as trustee

By: 

Name: Frank S. Vellucci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TRUST UNDER AGREEMENT 2 DATED
DECEMBER 21, 1989 FBO MRS (MRS
GALLO 2)

By: CRYSTAL FIDUCIARY COMPANY
LLC, as trustee

By:



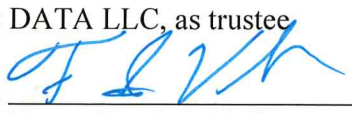
Name: Frank S. Vellucci

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TRUST UNDER AGREEMENT 3 DATED
DECEMBER 21, 1989 FBO MRS (MRS
GALLO 3)

By: DATA LLC, as trustee

By: 

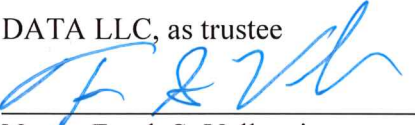
Name: Frank S. Vellucci

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TRUST UNDER AGREEMENT 1 DATED
DECEMBER 22, 1989 FBO RKS (RKS
GALLO 1)

By: DATA LLC, as trustee

By: 

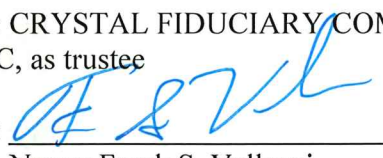
Name: Frank S. Vellucci

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TRUST UNDER AGREEMENT DATED
JANUARY 27, 2012 F/B/O RKS (REBECCA
K. SACKLER 2012 TRUST

By: CRYSTAL FIDUCIARY COMPANY
LLC, as trustee

By: 

Name: Frank S. Vellucci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TRUST UNDER AGREEMENT 2 DATED
DECEMBER 22, 1989 FBO RKS (RKS
GALLO 2)

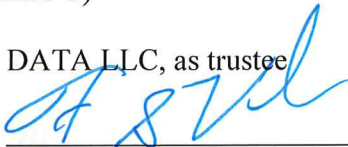
By: CRYSTAL FIDUCIARY COMPANY
LLC, as trustee

By: 
Name: Frank S. Vellucci
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TRUST UNDER AGREEMENT 3 DATED
DECEMBER 22, 1989 FBO RKS (RKS
GALLO 3)

By: DATA LLC, as trustee

By: 

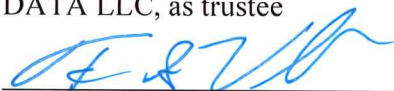
Name: Frank S. Vellucci

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

IRREVOCABLE DECLARATION OF TRUST
DATED SEPTEMBER 19, 1995 (RSS 1995
LANDING TRUST)

By: DATA LLC, as trustee

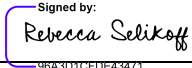
By: 

Name: Frank S. Vellucci

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TRUST UNDER AGREEMENT DATED
DECEMBER 30, 2020 (SELIKOFF FAMILY
INVESTMENT TRUST)

By: 
Signed by:
96A3D1CFDE43471...
Name: Rebecca K. Selikoff
Title: Trustee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

ESTATE OF BEVERLY SACKLER

By: ^{Signed by:} Dr Richard S. Sackler
ECC6BDB68B6D49C...
Name: Richard S. Sackler, M.D.
Title: Executor

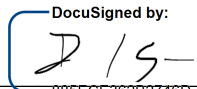
By: _____
Name: David Sackler
Title: Executor

Each of the parties to this Agreement acknowledge and agree that the Estate of Beverly Sackler is intended to become a signatory or Payment Party only after certain tax issues are resolved and final probate court approval is obtained. Until then, this signature page is held in escrow to permit solicitation of the Tribes settlement, but shall not be released until such tax issues are addressed and finally resolved and such probate court approval is obtained.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

ESTATE OF BEVERLY SACKLER

By: _____
Name: Richard S. Sackler, M.D.
Title: Executor

By:  _____
Name: David Sackler
Title: Executor

Each of the parties to this Agreement acknowledge and agree that the Estate of Beverly Sackler is intended to become a signatory or Payment Party only after certain tax issues are resolved and final probate court approval is obtained. Until then, this signature page is held in escrow to permit solicitation of the Tribes settlement, but shall not be released until such tax issues are addressed and finally resolved and such probate court approval is obtained.

[Signature Page to Settlement Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

BEVERLY SACKLER REVOCABLE TRUST

Signed by:
By: Dr Richard S. Sackler
ECC0BDB08B0D49C...
Name: Richard S. Sackler, M.D.
Title: Trustee

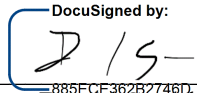
By: _____
Name: David Sackler
Title: Trustee

Each of the parties to this Agreement acknowledge and agree that the Estate of Beverly Sackler is intended to become a signatory or Payment Party only after certain tax issues are resolved and final probate court approval is obtained with respect to the Estate of Beverly Sackler. Until then, this signature page for the Beverly Sackler Revocable Trust is held in escrow to permit solicitation of the Tribes settlement, but shall not be released until such tax issues are addressed and finally resolved and such probate court approval is obtained

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

BEVERLY SACKLER REVOCABLE TRUST

By: _____
Name: Richard S. Sackler, M.D.
Title: Trustee

By:  _____
Name: David Sackler
Title: Trustee

Each of the parties to this Agreement acknowledge and agree that the Estate of Beverly Sackler is intended to become a signatory or Payment Party only after certain tax issues are resolved and final probate court approval is obtained with respect to the Estate of Beverly Sackler. Until then, this signature page for the Beverly Sackler Revocable Trust is held in escrow to permit solicitation of the Tribes settlement, but shall not be released until such tax issues are addressed and finally resolved and such probate court approval is obtained

[Signature Page to Settlement Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

AGS 2024 TRUST

Signed by:
By: Dr Richard S. Sackler
Name: Dr. Richard S. Sackler
Title: Trustee

By: _____
Name: Lin Gao
Title: Trustee

By: _____
Name: Jeffrey A. Robins
Title: Trustee

This signature is delivered in escrow and will be considered released by the undersigned upon, and only upon, the execution by the undersigned of the Master Settlement Agreement (and related Credit Support Annex) consistent with the terms of the Stipulation Agreement dated August 1, 2025 among the undersigned and certain other members of the undersigned's Payment Group.

[Signature Page to Settlement Agreement]

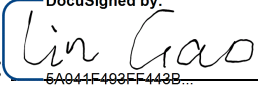
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

AGS 2024 TRUST

By: _____

Name: Dr. Richard S. Sackler

Title: Trustee

By:  _____
5A041F403FF443B...

Name: Lin Gao

Title: Trustee

By: _____

Name: Jeffrey A. Robins

Title: Trustee

This signature is delivered in escrow and will be considered released by the undersigned upon, and only upon, the execution by the undersigned of the Master Settlement Agreement (and related Credit Support Annex) consistent with the terms of the Stipulation Agreement dated August 1, 2025 among the undersigned and certain other members of the undersigned's Payment Group.

[Signature Page to Settlement Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

AGS 2024 TRUST

By: _____
Name: Dr. Richard S. Sackler
Title: Trustee

By: _____
Name: Lin Gao
Title: Trustee

By:  _____
Name: Jeffrey A. Robins
Title: Trustee

This signature is delivered in escrow and will be considered released by the undersigned upon, and only upon, the execution by the undersigned of the Master Settlement Agreement (and related Credit Support Annex) consistent with the terms of the Stipulation Agreement dated August 1, 2025 among the undersigned and certain other members of the undersigned's Payment Group.

[Signature Page to Settlement Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

LGS 2024 TRUST

Signed by:
By: Dr Richard S. Sackler
Name: Richard S. Sackler, M.D
Title: Trustee

This signature is delivered in escrow and will be considered released by the undersigned upon, and only upon, the execution by the undersigned of the Master Settlement Agreement (and related Credit Support Annex) consistent with the terms of the Stipulation Agreement dated August 1, 2025 among the undersigned and certain other members of the undersigned's Payment Group.

[Signature Page to Settlement Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

MCM FIDUCIARY MANAGEMENT LLC,
as trustee of the 1974 Irrevocable Trust FBO BS
and JDS

By: 
Name: Brian Olson
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

MCM FIDUCIARY MANAGEMENT LLC, as
trustee of the Jonathan D. Sackler Life Insurance
Trust

By: 
Name: Brian Olson
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

CORNICE FIDUCIARY MANAGEMENT LLC,
as trustee of Trust dated August 29, 2003 f/b/o the
Issue of Jonathan Sackler

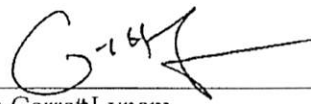
By: 

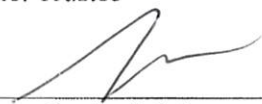
Name: Jeffrey A. Robins

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

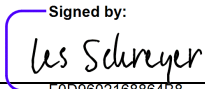
Trust under Declaration of Trust dated December
17, 1991 f/b/o Jonathan D. Sackler and the Issue of
Jonathan D. Sackler

By: 
Name: Garrett Lynam
Title: Trustee

By: 
Name: Leslie J. Schreyer
Title: Trustee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

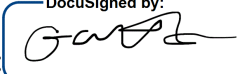
TRUST UNDER AGREEMENT DATED
MARCH 14, 2012 (MARIANNA R.
SACKLER CAPTAIN TRUST)

By:  Signed by:
Name: Leslie J. Schreyer
Title: Trustee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

SACKLER PARTIES'
REPRESENTATIVE:

PLERUS AB LLC

By: 
84CB7434AA2A468...
Name: Garrett Lynam
Title: Manager

CHELSEA TRUST COMPANY LIMITED,
as trustee of the Theresa E. Sackler 1988 Trust

By:  _____
Name: Jonathan White
Title: Director

CHELSEA TRUST COMPANY LIMITED,
as trustee of the Theresa E. Sackler 2008 Trust

By:  _____
Name: Jonathan White
Title: Director

CHELSEA TRUST COMPANY LIMITED,
as trustee of the Millennium Trust

By:  _____
Name: Jonathan White
Title: Director

TENZIN TRUST COMPANY LIMITED,
as trustee of the Perelle Bay Trust

By:  _____

Name: Jonathan White

Title: Director

Theresa E. Sackler

Theresa E. Sackler

STONE FIDUCIARY MANAGEMENT INC.,
as trustee of the Rosetta Trust

By: Jeffrey Robins

Name: Jeffrey Robins

Title: Officer

KAS 2010 FAMILY TRUST

Leslie J. Schreyer

Leslie J. Schreyer, solely in his capacity as trustee of
the KAS 2010 Family Trust

Jeffrey Robins

Jeffrey Robins, solely in his capacity as trustee of the
KAS 2010 Family Trust

Kathe A. Sackler Mrs.

Kathe A. Sackler

FLAT CREEK FIDUCIARY MANAGEMENT LLC,
as trustee of the Ilene S. Lefcourt Trust 88

By:  _____
Name: Jonathan White
Title: Officer

FLAT CREEK FIDUCIARY MANAGEMENT LLC,
as trustee of the ISL 2010 Family Trust

By:  _____
Name: Jonathan White
Title: Officer

FLAT CREEK FIDUCIARY MANAGEMENT LLC,
as trustee of the ISL 2011 Family Trust

By:  _____
Name: Jonathan White
Title: Officer

CHELSEA TRUST COMPANY LIMITED,
as trustee of the Ilene S. Lefcourt Trust 96

By:  _____

Name: Jonathan White

Title: Director

Ilene Sackler Lefcourt

Ilene Sackler Lefcourt

MDAS INVESTMENT TRUST

Christopher Minton

Christopher Minton, Trustee

CHELSEA TRUST COMPANY,
as trustee of the Mortimer DA Sackler Trust 1996

By:  _____

Name: Jonathan White

Title: Director

FLAT CREEK FIDUCIARY MANAGEMENT LLC,
as trustee of the MDAS 2010 Family Trust

By:  _____
Name: Jonathan White
Title: Officer

FLAT CREEK FIDUCIARY MANAGEMENT LLC,
as trustee of the MDAS 2011 Family Trust

By:  _____
Name: Jonathan White
Title: Officer

FLAT CREEK FIDUCIARY MANAGEMENT LLC,
as trustee of the MDAS Children's Trust 2012

By:  _____
Name: Jonathan White
Title: Officer

NIXIE TRUST

Leslie J. Schreyer

Leslie J. Schreyer, Trustee

TRUST UNDER AGREEMENT DATED 11th DAY
OF MAY 2005

A handwritten signature in cursive script, appearing to read "Mort Sackler", written in black ink.

Mortimer D.A. Sackler, Trustee

A handwritten signature in black ink, appearing to read "Mort Sackler", positioned above a horizontal line.

Mortimer D.A. Sackler

CHELSEA TRUST COMPANY LIMITED,
as trustee of the MDS 2006 Trust

By:  _____
Name: Jonathan White
Title: Director

CHELSEA TRUST COMPANY LIMITED,
as trustee of the MDS 1992 Trust

By:  _____
Name: Jonathan White
Title: Director

CHELSEA TRUST COMPANY LIMITED,
as trustee of the MDS Beacon 2010 Trust

By:  _____
Name: Jonathan White
Title: Director

CHELSEA TRUST COMPANY LIMITED,
as trustee of the MDS Beacon 2011 Trust

By:  _____
Name: Jonathan White
Title: Director

CHELSEA TRUST COMPANY LIMITED,
as trustee of the MDS Family Trust 2010

By:  _____
Name: Jonathan White
Title: Director

FLAT CREEK FIDUCIARY MANAGEMENT LLC,
as trustee of the MTS 2013 Family Trust

By:  _____
Name: Jonathan White
Title: Officer

FLAT CREEK FIDUCIARY MANAGEMENT LLC,
as trustee of the MTS Beacon 2013 Trust

By:  _____
Name: Jonathan White
Title: Officer

FLAT CREEK FIDUCIARY MANAGEMENT LLC,
as trustee of the MTS Beacon 2014 Trust

By:  _____
Name: Jonathan White
Title: Officer

FLAT CREEK FIDUCIARY MANAGEMENT LLC,
as trustee of the MTS Beacon 2015 Trust

By:  _____
Name: Jonathan White
Title: Officer

CHELSEA TRUST COMPANY LIMITED,
as trustee of the MTS 2016 Trust

By:  _____
Name: Jonathan White
Title: Director

CHELSEA TRUST COMPANY LIMITED,
as trustee of the MTS Beacon 2010 Trust

By:  _____
Name: Jonathan White
Title: Director

CHELSEA TRUST COMPANY LIMITED,
as trustee of the MTS Beacon 2011 Trust

By:  _____
Name: Jonathan White
Title: Director

CHELSEA TRUST COMPANY LIMITED,
as trustee of the MTS Beacon 2012 Trust

By:  _____
Name: Jonathan White
Title: Director

CHELSEA TRUST COMPANY LIMITED,
as trustee of the MTS Family 2010 Trust

By:  _____
Name: Jonathan White
Title: Director

CHELSEA TRUST COMPANY LIMITED,
as trustee of the SDS 1992 Trust

By:  _____
Name: Jonathan White
Title: Director

CHELSEA TRUST COMPANY LIMITED,
as trustee of the SDS Beacon 2011 Trust

By:  _____
Name: Jonathan White
Title: Director

CHELSEA TRUST COMPANY LIMITED,
as trustee of the SDS Family Trust 2010

By:  _____
Name: Jonathan White
Title: Director

CHELSEA TRUST COMPANY LIMITED,
as trustee of the Millennium Trust

By:  _____
Name: Jonathan White
Title: Director

TENZIN TRUST COMPANY LIMITED,
as trustee of the Perelle Bay Trust

By:  _____

Name: Jonathan White

Title: Director

EXHIBIT A-1

Federally Recognized Tribe/Entity Name	Law Firm	Case No. (if applicable)
<i>Agdaagux Tribe of King Cove*</i>		
<i>Akiak Native Community</i>	Sonosky Chambers; Leiff Cabraser	1:18-op-46309-DAP
Alaska Native Tribal Health Consortium	Hobbs Straus Dean & Walker	1:18-op-46293-DAP
Aleutian Pribilof Islands Association	Hobbs Straus Dean & Walker	1:19-op-45024-DAP
<i>Alutiiq Tribe of Old Harbor [previously listed as Native Village of Old Harbor and Village of Old Harbor]</i>		
Apache Tribe of Oklahoma	The Bruehl Law Firm, PLLC	1:19-op-46119-DAP
Arctic Slope Native Association	Sonosky Chambers; Leiff Cabraser	1:18-op-46268-DAP
Aroostook Band of Micmacs	Greene Ketchum Farrell Bailey & Tweel LLP	1:19-op-45349-DAP
<i>Asa'carsarmiut Tribe</i>	Sonosky Chambers; Leiff Cabraser	1:18-op-46309-DAP
Bad River Band of the Lake Superior Tribe of Chippewa Indians of the Bad River Reservation, Wisconsin	Frazer PLC	1:19-op-45256-DAP 1:19-op-45270-DAP 1:19-op-45297-DAP
Bay Mills Indian Community, Michigan	Skikos	1:19-op-45287-DAP
Bear River Band of the Rohnerville Rancheria, California	Lieff Cabraser Heimann & Bernstein, LLP	1:18-op-46362-DAP
Big Sandy Rancheria of Western Mono Indians of California	Ceiba Legal, LLP	1:18-op-45923-DAP
Big Valley Band of Pomo Indians of the Big Valley Rancheria, California	Ceiba Legal, LLP	1:18-op-45922-DAP
Blackfeet Tribe of the Blackfeet Indian Reservation of Montana	Powell & Majestro, PLLC	1:18-op-45749-DAP, 1:19-op-45264-DAP
Bristol Bay Area Health Corporation	Hobbs Straus Dean & Walker	1:19-op-46175-DAP
Burns Paiute Tribe		

Cahto Tribe of the Laytonville Rancheria	Frazer PLC	1:19-op-45038-DAP
Catawba Indian Nation	Fields PLLC	1:20-op-45234-DAP
Cayuga Nation	Robins Kaplan LLP	1:20-op-45153-DAP
<i>Central Council of the Tlingit & Haida Indian Tribes</i>		
<i>Ceesh-Na Tribe [previously listed as Native Village of Chistochina]</i>		
Cher-Ae Heights Indian Community of the Trinidad Rancheria, California	Frazer PLC	1:19-op-45038-DAP
Cherokee Nation	Boies Schiller Whitten Burrage Fields law Filed	1:18-op-45695-DAP, 1:18-op-46325-DAP
Cheyenne and Arapaho Tribes, Oklahoma	Frazer PLC	1:19-op-45231-DAP
Cheyenne River Sioux Tribe of the Cheyenne River Reservation, South Dakota	Domina Law Group	1:19-op-45114-DAP
Chickasaw Nation	Whitten Burrage	1:19-op-45066-DAP 1:20-op-45201-DAP
Chicken Ranch Rancheria of Me-Wuk Indians of California	Frazer PLC	
<i>Chignik Bay Tribal Council [previously listed as Native Village of Chignik]</i>		
<i>Chilkat Indian Village (Klukwan)</i>		
Chippewa Cree Indians of the Rocky Boy's Reservation, Montana	Skikos	1:19-op-45395-DAP
Chitimacha Tribe of Louisiana	Frazer PLC	1:18-op-45825-DAP
Choctaw Nation of Oklahoma	Whitten Burrage	1:19-op-45065-DAP 1:20-op-45202-DAP
Chugachmiut	Sonosky Chambers; Leiff Cabraser	1:18-op-46268-DAP
Citizen Potawatomi Nation, Oklahoma	The Bruehl Law Firm, PLLC	1:19-op-46013-DAP

Cloverdale Rancheria of Pomo Indians of California	Robins Kaplan LLP	1:18-op-46241-DAP
Coeur D'Alene Tribe	Skikos	1:19-op-45115-DAP
Comanche Nation, Oklahoma	Skikos	1:19-op-45442-DAP
Confederated Salish and Kootenai Tribes of the Flathead Reservation	Sonosky, Chambers, Sachse, Endreson & Perry LLP	1:19-op-45364-DAP
Confederated Tribes and Bands of the Yakama Nation	Askman Law Firm LLC	1:18-op-46202-DAP
Confederated Tribes of the Colville Reservation	Skikos	1:19-op-45312-DAP
Confederated Tribes of the Goshute Reservation, Nevada and Utah	Frazer PLC	1:19-op-45972-DAP
Confederated Tribes of the Grand Ronde Community of Oregon	Sonosky, Chambers, Sachse, Endreson & Perry LLP	1:19-op-45097-DAP
Confederated Tribes of the Umatilla Indian Reservation	Skikos	1:18-op-45541-DAP
Confederated Tribes of the Warm Springs Reservation of Oregon	Skikos	1:19-op-45069-DAP
Consolidated Tribal Health Project, Inc.	Ceiba Legal, LLP; Beggs & Lane	1:18-op-45919-DAP
Copper River Native Association	Sonosky Chambers; Leiff Cabraser	1:18-op-46268-DAP
Coquille Indian Tribe	Frazer PLC	1:19-op-45970-DAP
Coushatta Tribe of Louisiana	Levin Papantonio	1:19-op-45438-DAP
Cow Creek Band of Umpqua Tribe of Indians	Robins Kaplan LLP	1:18-op-45417-DAP
Coyote Valley Band of Pomo Indians of California	Ceiba Legal, LLP	1:18-op-45918-DAP
<i>Craig Tribal Association [previously listed as Craig Community Association]</i>		
Delaware Nation, Oklahoma	The Bruehl Law Firm, PLLC	1:19-op-46011-DAP
Dry Creek Rancheria Band of Pomo Indians, California	Skikos	1:20-op-45147-DAP

Eastern Aleutian Tribes	Sonosky Chambers; Lieff Cabraser	1:18-op-46268-DAP, 1:19-op-45836-DAP
Eastern Band of Cherokee Indians	Baron & Budd	1:18-op-45098-DAP, 1:19-op-45264-DAP
Eastern Shoshone Tribe of the Wind River Reservation, Wyoming	Skikos	1:19-op-45412-DAP
Eklutna Native Village		
Ely Shoshone Tribe of Nevada	Frazer PLC	1:18-op-46003-DAP
Ewiiapaayp Band of Kumeyaay Indians, California	Frazer PLC	1:19-op-45038-DAP
Eyak Native Village		
Feather River Tribal Health, Inc.	Berkey Williams; Lieff Cabraser	1:19-op-45334-DAP
Flandreau Santee Sioux Tribe of South Dakota	Robins Kaplan LLP	1:18-op-45095-DAP
Fond du Lac Band of the Minnesota Chippewa Tribe, Minnesota	Frazer PLC	1:18-op-46146-DAP 1:18-op-46295-DAP 1:20-op-45250-DAP
Forest County Potawatomi Community, Wisconsin	Robins Kaplan LLP	1:18-op-46342-DAP
Fort Belknap Indian Community of the Fort Belknap Reservation of Montana	Sonosky, Chambers, Sachse, Endreson & Perry LLP	1:19-op-45364-DAP
Gila River Indian Community of the Gila River Indian Reservation, Arizona	Sonosky, Chambers, Sachse, Endreson & Perry LLP	1:19-op-45366-DAP
Grand Traverse Band of Ottawa and Chippewa Indians, Michigan	Sonosky, Chambers, Sachse, Endreson & Perry LLP	1:19-op-45078-DAP
Guidiville Rancheria of California	Ceiba Legal, LLP	1:18-op-45917-DAP
Ho-Chunk Nation of Wisconsin	Frazer PLC	1:19-op-45076-DAP
Hoopa Valley Tribe, California	Lieff Cabraser Heimann & Bernstein, LLP	1:18-op-46361-DAP
Hopi Tribe of Arizona	Keller Rohrback LLP	1:20-op-45204-DAP

Hopland Band of Pomo Indians, California	Ceiba Legal, LLP	1:18-op-45913-DAP
Houlton Band of Maliseet Indians	Farrell Law	1:19-op-45315-DAP, 1:19-op-45264-DAP
Hualapai Indian Tribe of the Hualapai Indian Reservation, Arizona	Robins Kaplan LLP	1:19-op-45004-DAP
Indian Health Council	Hobbs Straus Dean & Walker	1:18-op-46316-DAP
Iowa Tribe of Kansas and Nebraska	Skikos	1:20-op-45099-DAP
Jamestown S'Klallam Tribe	Hobbs Straus Dean & Walker	1:18-op-45271-DAP
Jicarilla Apache Nation, New Mexico	Skikos	1:19-op-45385-DAP
Kenaitze Indian Tribe	Sonosky Chambers; Leiff Cabraser	1:18-op-46309-DAP
Keweenaw Bay Indian Community	Cooper Elliott	1:20-op-45150-DAP
Kickapoo Traditional Tribe of Texas	Frazer PLC	1:20-op-45104-DAP
Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas	Skikos	1:19-op-45381-DAP
Kiowa Indian Tribe of Oklahoma	The Bruehl Law Firm, PLLC	
Klamath Tribes	Weitz & Luxenberg	1:19-op-45786-DAP
Kodiak Area Native Association	Hobbs Straus Dean & Walker	1:18-op-46260-DAP
Koi Nation of Northern California	Frazer PLC	1:19-op-45038-DAP
Kootenai Tribe of Idaho	Robins Kaplan LLP	1:18-op-46153-DAP
La Posta Band of Diegueno Mission Indians of the La Posta Indian Reservation, California	Skikos	1:19-op-45397-DAP
Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin	Frazer PLC	1:18-op-45932-DAP
Lac du Flambeau Band of Lake Superior Chippewa Indians of the Lac du Flambeau Reservation of Wisconsin	Frazer PLC	1:18-op-45502-DAP

Lac Vieux Desert Band of Lake Superior Chippewa Indians of Michigan	Skikos	1:18-op-46239-DAP
Leech Lake Band of the Minnesota Chippewa Tribe, Minnesota	Lockridge Grindal Nauen	1:18-op-45052-DAP
Little Shell Tribe of Chippewa Indians of Montana	Robins Kaplan LLP	
Lower Brule Sioux Tribe of the Lower Brule Reservation, South Dakota	Greene Ketchum Farrell Bailey & Tweel LLP	1:19-op-45350-DAP, 1:19-op-45264-DAP
Lower Sioux Indian Community in the State of Minnesota	Robins Kaplan LLP	1:18-op-45976-DAP
Lummi Tribe of the Lummi Reservation	Keller Rohrback LLP	1:18-op-45955-DAP
Lytton Rancheria of California	Levin Papantonio	1:19-op-45580-DAP, 1:19-op-45264-DAP
Makah Indian Tribe of the Makah Indian Reservation	Keller Rohrback LLP	1:18-op-46022-DAP
Manchester Band of Pomo Indians of the Manchester Rancheria, California	Frazer PLC	1:19-op-45038-DAP
Mashantucket Pequot Indian Tribe	Skikos	1:19-op-45405-DAP
Mechoopda Indian Tribe of Chico Rancheria, California	Skikos	1:19-op-45403-DAP
Menominee Indian Tribe of Wisconsin	Robins Kaplan LLP	1:18-op-45426-DAP
Mentasta Traditional Council	Frazer PLC	1:20-op-45024-DAP
Mescalero Apache Tribe of the Mescalero Reservation, New Mexico	Skikos	1:19-op-45317-DAP
Miccosukee Tribe of Indians	The Moskowitz Law Firm	1:19-op-45121-DAP
Mille Lacs Band of Ojibwe	Lockridge Grindal Nauen	1:19-op-45978-DAP
Mississippi Band of Choctaw Indians	Sonosky, Chambers, Sachse, Endreson & Perry LLP	1:19-op-45279-DAP
Moapa Band of Paiute Indians of the Moapa River Indian Reservation, Nevada	Lockridge Grindal Nauen	1:19-op-45650-DAP
Modoc Nation	Robins Kaplan LLP	1:19-op-45439-DAP

Mohegan Tribe of Indians of Connecticut	Frazer PLC	1:20-op-45164-DAP
Muckleshoot Indian Tribe	Skikos	1:19-op-45213-DAP
Muscogee (Creek) Nation	Sonosky, Chambers, Sachse, Endreson & Perry LLP	1:18-op-45459-DAP
Narragansett Indian Tribe	Frazer PLC	1:20-op-45047-DAP
<i>Native Village of Afognak</i>	Sonosky Chambers; Leiff Cabraser	1:18-op-46309-DAP
<i>Native Village of Chenega (aka Chanega)</i>		
<i>Native Village of Eagle</i>		
<i>Native Village of Elim</i>		
<i>Native Village of False Pass</i>		
<i>Native Village of Gakona</i>		
<i>Native Village of Georgetown</i>		
<i>Native Village of Kivalina</i>		
<i>Native Village of Kluti Kaah (aka Copper Center)</i>		
<i>Native Village of Minto</i>		
<i>Native Village of Port Graham</i>		
<i>Native Village of Port Heiden</i>	Sonosky Chambers; Leiff Cabraser	1:18-op-46309-DAP
<i>Native Village of Ruby</i>		
<i>Native Village of Tetlin</i>		
<i>Native Village of Tununak</i>		

<i>Native Village of Unalakleet</i>		
Navajo Nation, Arizona, New Mexico & Utah	Sonosky, Chambers, Sachse, Endreson & Perry LLP	1:18-op-45496-DAP
Nez Perce Tribe	Keller Rohrback LLP	1:18-op-45730-DAP
Nisqually Indian Tribe	Robins Kaplan LLP	1:18-op-45412-DAP
Noorvik Native Community		
Northern Arapaho Tribe of the Wind River Reservation	Burg Simpson	1:18-op-45438-DAP
Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, Montana	Lockridge Grindal Nauen	1:19-op-45010-DAP
Northwestern Band of the Shoshone Nation	Porteous Hainkel & Johnson	1:20-op-45032-DAP
Norton Sound Health Corporation	Hobbs Straus Dean & Walker	1:18-op-46261-DAP
Oglala Lakota Sioux Tribe	Robins Kaplan LLP	1:18-op-45353-DAP
Omaha Tribe of Nebraska	Krupnick Campbell Malone Buser Slama Hancock, P.A.	1:18-op-45621-DAP
Oneida Nation	Levin Papantonio	1:18-op-46034-DAP
<i>Orutsararmiut Traditional Native Council [previously listed as Orutsararmuit Native Village (aka Bethel)]</i>		
Osage Nation	The Bruehl Law Firm, PLLC	1:19-op-45821-DAP
Otoe-Missouria Tribe of Indians, Oklahoma	Skikos	1:19-op-45402-DAP
Paiute-Shoshone Tribe of the Fallon Reservation and Colony, Nevada	Frazer PLC	1:18-op-45697-DAP
Pala Band of Mission Indians	Hobbs Straus Dean & Walker	1:21-op-45052-DAP, 1:18-op-46341-DAP
Pascua Yaqui Tribe of Arizona	Sonosky, Chambers, Sachse, Endreson & Perry LLP	1:19-op-45366-DAP

Passamaquoddy Tribe Indian Township	Weitz & Luxenberg	1:18-op-45876-DAP
Passamaquoddy Tribe Pleasant Point	Weitz & Luxenberg	1:19-op-45100-DAP
Pawnee Nation of Oklahoma	The Bruehl Law Firm, PLLC	1:19-op-46017-DAP
<i>Petersburg Indian Association</i>		
Pinoleville Pomo Nation, California	Frazer PLC	1:19-op-45974-DAP
Poarch Band of Creeks	Frazer PLC	1:20-op-45231-DAP 1:20-op-45285-DAP 1:20-op-45286-DAP 1:20-op-45294-DAP
Ponca Tribe of Indians of Oklahoma	The Bruehl Law Firm, PLLC	1:18-op-45327-DAP
Ponca Tribe of Nebraska	Krupnick Campbell Malone Buser Slama Hancock, P.A.	1:18-op-45557-DAP
Port Gamble S’Klallam Tribe	Hobbs Straus Dean & Walker	1:18-op-45271-DAP
<i>Portage Creek Village (aka Ohgsenakale)</i>		
Potter Valley Tribe, California	Frazer PLC	1:19-op-45038-DAP
Prairie Band Potawatomi Nation	Skikos	1:20-op-45139-DAP
Prairie Island Indian Community in the State of Minnesota	Robins Kaplan LLP	1:18-op-45975-DAP
Pueblo of Pojoaque, New Mexico	Frazer PLC	1:19-op-45975-DAP
Puyallup Tribe of the Puyallup Reservation	Sonosky, Chambers, Sachse, Endreson & Perry LLP	1:19-op-45660-DAP
Pyramid Lake Paiute Tribe of the Pyramid Lake Reservation, Nevada	Frazer PLC	1:18-op-45696-DAP
<i>Qagan Tayagungin Tribe of Sand Point [previously listed as Qagan Tayagungin Tribe of Sand Point Village]</i>		
Quapaw Nation	Greene Ketchum Farrell Bailey & Tweel LLP	1:19-op-45264-DAP, 1:19-op-45460-DAP

Quechan Tribe of the Fort Yuma Indian Reservation, California & Arizona	Skikos	1:20-op-45108-DAP
Quileute Tribe of the Quileute Reservation	Sonosky, Chambers, Sachse, Endreson & Perry LLP	1:20-op-45196-DAP
Quinault Indian Nation	Robins Kaplan LLP	1:18-op-46154-DAP
Red Cliff Band of Lake Superior Chippewa Indians of Wisconsin	Frazer PLC	1:18-op-46116-DAP
Red Lake Band of Chippewa Indians, Minnesota	Baron & Budd	1:18-op-45959-DAP, 1:19-op-45264-DAP
Redwood Valley or Little River Band of Pomo Indians of the Redwood Valley Rancheria California	Ceiba Legal, LLP	1:18-op-45916-DAP
Reno-Sparks Indian Colony, Nevada	Frazer PLC	1:18-op-45699-DAP
Resighini Rancheria, California	Frazer PLC	1:19-op-45038-DAP
Rincon Band of Luiseno Mission Indians of the Rincon Reservation, California	Robins Kaplan LLP	1:18-op-46151-DAP
Riverside San Bernardino County Indian Health Inc.	Berkey Williams; Lieff Cabraser	1:19-op-45025-DAP
Robinson Rancheria	Ceiba Legal, LLP	1:18-op-45912-DAP
Rosebud Sioux Tribe of the Rosebud Indian Reservation, South Dakota	Robins Kaplan LLP	1:18-op-45095-DAP
Round Valley Indian Tribes, Round Valley Reservation, California	Ceiba Legal, LLP	1:18-op-45915-DAP
Sac & Fox Nation of Missouri in Kansas and Nebraska	Skikos	1:20-op-45161-DAP
Sac & Fox Nation, Oklahoma	The Bruehl Law Firm, PLLC	1:19-op-46012-DAP
Saginaw Chippewa Indian Tribe of Michigan	Robins Kaplan LLP	1:19-op-45841-DAP
Saint Regis Mohawk Tribe	Keller Rohrback LLP	1:19-op-45018-DAP
San Carlos Apache Tribe of the San Carlos Reservation, Arizona	Sonosky, Chambers, Sachse, Endreson & Perry LLP	1:19-op-45366-DAP

Santa Rosa Band of Cahuilla Indians, California	Robins Kaplan LLP	
Santa Rosa Indian Community of the Santa Rosa Rancheria, California	Skikos	1:20-op-45163-DAP
Santee Sioux Nation, Nebraska	Krupnick Campbell Malone Buser Slama Hancock, P.A.	1:18-op-45621-DAP
Sault Ste. Marie Tribe of Chippewa Indians, Michigan	Sonosky, Chambers, Sachse, Endreson & Perry LLP	1:19-op-45078-DAP
Seldovia Village Tribe		
Scotts Valley Band of Pomo Indians of California	Ceiba Legal, LLP	1:18-op-45914-DAP
Seminole Tribe of Florida	The Moskowitz Law Firm	1:19-op-45912-DAP
Seneca Nation of Indians	McHugh Fuller Law Group	1:18-op-45746-DAP, 1:19-op-45264-DAP
Shakopee Mdewakanton Sioux Community of Minnesota	Robins Kaplan LLP	1:18-op-45977-DAP
Shinnecock Indian Nation	Frazer PLC	1:18-op-46142-DAP
Shoshone-Bannock Tribes of the Fort Hall Reservation	Skikos	1:19-op-45373-DAP
Sisseton-Wahpeton Oyate of the Lake Traverse Reservation, South Dakota	Robins Kaplan LLP	1:18-op-45095-DAP
<i>Sitka Tribe of Alaska</i>		
Sokaogon Chippewa Community, Wisconsin	Skikos	1:19-op-45410-DAP
Southcentral Foundation	Sonosky Chambers; Leiff Cabraser	1:18-op-46268-DAP
Southeast Alaska Regional Health Consortium	Hobbs Straus Dean & Walker	1:18-op-46149-DAP
Spirit Lake Tribe, North Dakota	Robins Kaplan LLP	1:18-op-45520-DAP
Squaxin Island Tribe of the Squaxin Island Reservation	Robins Kaplan LLP	1:18-op-45531-DAP

St. Croix Chippewa Indians of Wisconsin	Frazer PLC	1:18-op-45367-DAP
Standing Rock Sioux Tribe of North & South Dakota	Robins Kaplan LLP	1:18-op-45220-DAP
Stockbridge Munsee Community, Wisconsin	Skikos	1:19-op-45032-DAP
<i>Sun'aq Tribe of Kodiak [previously listed as Shoonaq' Tribe of Kodiak]</i>		
Suquamish Indian Tribe of the Port Madison Reservation	Hobbs Straus Dean & Walker	1:18-op-45271-DAP
Swinomish Indian Tribal Community	Lieff Cabraser Heimann & Bernstein	1:21-op-45033-DAP, 1:18-op-45892-DAP
Sycuan Band of the Kumeyaay Nation	Robins Kaplan LLP	1:19-op-45582-DAP
Tanana Chiefs Conference (including Council of Athabascan Tribal Governments)	Sonosky Chambers; Leiff Cabraser	1:18-op-46268-DAP
<i>Tangirnaq Native Village [previously listed as Lesnoi Village (aka Woody Island)]</i>		
Te-Moak Tribe of Western Shoshone Indians of Nevada (Four constituent bands: Battle Mountain Band; Elko Band; South Fork Band and Wells Band)	Frazer PLC	1:18-op-46017-DAP, 1:18-op-46016-DAP
Thlopthlocco Tribal Town	The Bruehl Law Firm, PLLC	1:19-op-46021-DAP
Three Affiliated Tribes of the Fort Berthold Reservation, North Dakota	Skikos	1:19-op-45376-DAP
Tohono O'odham Nation of Arizona	Skikos	1:19-op-45411-DAP
Tonto Apache Tribe of Arizona	Skikos	1:19-op-45398-DAP
Torres Martinez Desert Cahuilla Indians, California	Robins Kaplan LLP	1:18-op-46152-DAP
Tulalip Tribes of Washington	Keller Rohrback LLP	1:18-op-45589-DAP
Tule River Indian Tribe of the Tule River Reservation, California	Skikos	1:19-op-45579-DAP, 1:19-op-45264-DAP
Tunica-Biloxi Indian Tribe	Simmons Hanly Conroy	1:18-op-45996-DAP

Turtle Mountain Band of Chippewa Indians of North Dakota	Robins Kaplan LLP	1:18-op-45521-DAP
United Keetoowah Band of Cherokee Indians in Oklahoma	McHugh Fuller Law Group	1:19-op-45600-DAP, 1019-op-45264-DAP
Upper Sioux Community, Minnesota	Robins Kaplan LLP	1:18-op-45974-DAP
Walker River Paiute Tribe, Nevada	Frazer PLC	1:18-op-45698-DAP
Wampanoag Tribe of Gay Head (Aquinnah)	Frazer PLC	1:19-op-45844-DAP 1:20-op-45170-DAP
White Earth Band of the Minnesota Chippewa Tribe, Minnesota	Hill Peterson Carper Bee & Deitzler	1:19-op-45357-DAP, 1:19-op-45264-DAP
White Mountain Apache Tribe of the Fort Apache Reservation, Arizona	Fields PLLC	1:20-op-45243-DAP
Winnebago Tribe of Nebraska	Krupnick Campbell Malone Buser Slama Hancock, P.A.	1:18-op-45621-DAP
Wyandotte Nation	Levin Papantonio	1:19-op-45601-DAP
Yerington Paiute Tribe of the Yerington Colony & Campbell Ranch, Nevada	Feazell & Tighe LLP	1:18-op-46355-DAP
Yukon Kuskokwim Health Corporation	Sonosky Chambers; Leiff Cabraser	1:18-op-46268-DAP
Yurok Tribe of the Yurok Reservation, California	Lieff Cabraser Heimann & Bernstein	1:21-op-45026-DAP; 1:18-op-45311-DAP
Zuni Tribe of the Zuni Reservation, New Mexico	Sonosky, Chambers, Sachse, Endreson & Perry LLP	1:20-op-45114-DAP

* Italics indicate tribes that are members of a litigating tribal organization or consortium, whose share will be recovered through the respective organization

EXHIBIT A-2

Federally Recognized Tribe/Entity Name	Law Firm	Case No. (if applicable)
Absentee-Shawnee Tribe of Indians of Oklahoma		
Agua Caliente Band of Cahuilla Indians of the Agua Caliente Indian Reservation, California		
Ak-Chin Indian Community		
<i>Akiachak Native Community</i>		
Alabama-Coushatta Tribe of Texas		
Alabama-Quassarte Tribal Town		
<i>Alatna Village</i>		
<i>Algaaciq Native Village (St. Mary's)</i>		
<i>Allakaket Village</i>		
Alturas Indian Rancheria, California		
<i>Angoon Community Association</i>		
<i>Anvik Village</i>		
<i>Arctic Village (See Native Village of Venetie Tribal Government)</i>		
Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation, Montana		
Augustine Band of Cahuilla Indians, California		
<i>Beaver Village</i>		
Berry Creek Rancheria of Maidu Indians of California		
Big Lagoon Rancheria, California		
Big Pine Paiute Tribe of the Owens Valley		
<i>Birch Creek Tribe</i>		
Bishop Paiute Tribe		
Blue Lake Rancheria, California		
Bois Forte (Nett Lake) Band of the Minnesota Chippewa Tribe, Minnesota		
Bridgeport Indian Colony		
Buena Vista Rancheria of Me-Wuk Indians of California		

Cabazon Band of Mission Indians, California		
Cachil DeHe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, California		
Caddo Nation of Oklahoma		
Cahuilla Band of Indians		
California Valley Miwok Tribe, California		
Campo Band of Diegueno Mission Indians of the Campo Indian Reservation, California		
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)		
Cedarville Rancheria, California		
<i>Chalkyitsik Village</i>		
Chemehuevi Indian Tribe of the Chemehuevi Reservation, California		
<i>Chevak Native Village</i>		
Chickahominy Indian Tribe		
Chickahominy Indian Tribe—Eastern Division		
Chickaloon Native Village		
<i>Chignik Lake Village</i>		
<i>Chilkoot Indian Association (Haines)</i>		
<i>Chinik Eskimo Community (Golovin)</i>		
<i>Chuloonawick Native Village</i>		
<i>Circle Native Community</i>		
Cocopah Tribe of Arizona		
Cold Springs Rancheria of Mono Indians of California		
Colorado River Indian Tribes of the Colorado River Indian Reservation, Arizona and California		
Confederated Tribes of Siletz Indians of Oregon		
Confederated Tribes of the Chehalis Reservation		

Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians		
Cowlitz Indian Tribe		
Crow Creek Sioux Tribe of the Crow Creek Reservation, South Dakota		
Crow Tribe of Montana		
<i>Curyung Tribal Council</i>		
Delaware Tribe of Indians		
<i>Douglas Indian Association</i>		
Duckwater Shoshone Tribe of the Duckwater Reservation, Nevada		
Eastern Shawnee Tribe of Oklahoma		
<i>Egegik Village</i>		
Elem Indian Colony of Pomo Indians of the Sulphur Bank Rancheria, California		
Elk Valley Rancheria, California		
<i>Emmonak Village</i>		
Enterprise Rancheria of Maidu Indians of California		
<i>Evansville Village (aka Bettles Field)</i>		
Federated Indians of Graton Rancheria, California		
Fort Bidwell Indian Community of the Fort Bidwell Reservation of California		
Fort Independence Indian Community of Paiute Indians of the Fort Independence Reservation, California		
Fort McDermitt Paiute and Shoshone Tribes of the Fort McDermitt Indian Reservation, Nevada and Oregon		
Fort McDowell Yavapai Nation, Arizona		
Fort Mojave Indian Tribe of Arizona, California & Nevada		
Fort Sill Apache Tribe of Oklahoma		
<i>Galena Village (aka Loudon Village)</i>		

Grand Portage Band of the Minnesota Chippewa Tribe, Minnesota		
Greenville Rancheria		
Grindstone Indian Rancheria of Wintun-Wailaki Indians of California		
<i>Gulkana Village Council [previously listed as Gulkana Village]</i>		
Habematolel Pomo of Upper Lake, California		
Hannahville Indian Community, Michigan		
Havasupai Tribe of the Havasupai Reservation, Arizona		
<i>Healy Lake Village</i>		
Hoh Indian Tribe		
<i>Holy Cross Tribe [previously listed as Holy Cross Village]</i>		
<i>Hoonah Indian Association Start Printed Page 7558</i>		
<i>Hughes Village</i>		
<i>Huslia Village</i>		
<i>Hydaburg Cooperative Association</i>		
<i>Igiugig Village</i>		
Iipay Nation of Santa Ysabel, California		
Inaja Band of Diegueno Mission Indians of the Inaja and Cosmit Reservation, California		
<i>Inupiat Community of the Arctic Slope</i>		
Ione Band of Miwok Indians of California		
Iowa Tribe of Oklahoma		
<i>Iqumiut Traditional Council [previously listed as Iqurmut Traditional Council]</i>		
<i>Ivanof Bay Tribe [previously listed as Ivanoff Bay Tribe and Ivanoff Bay Village]</i>		
Jackson Band of Miwuk Indians		
Jamul Indian Village of California		
Jena Band of Choctaw Indians		

<i>Kaguyak Village</i>		
Kaibab Band of Paiute Indians of the Kaibab Indian Reservation, Arizona		
<i>Kaktovik Village (aka Barter Island)</i>		
Kalispel Indian Community of the Kalispel Reservation		
Karuk Tribe		
Kashia Band of Pomo Indians of the Stewarts Point Rancheria, California		
<i>Kasigluk Traditional Elders Council</i>		
Kaw Nation, Oklahoma		
Ketchikan Indian Community		
Kewa Pueblo, New Mexico		
Kialegee Tribal Town		
Kickapoo Tribe of Oklahoma		
<i>King Island Native Community</i>		
<i>King Salmon Tribe</i>		
<i>Klawock Cooperative Association</i>		
Kletsel Dehe Band of Wintun Indians		
Knik Tribe		
<i>Kokhanok Village</i>		
<i>Koyukuk Native Village</i>		
La Jolla Band of Luiseno Indians, California		
Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony, Nevada		
<i>Levelock Village</i>		
<i>Lime Village</i>		
Little River Band of Ottawa Indians, Michigan		
Little Traverse Bay Bands of Odawa Indians, Michigan		
Lone Pine Paiute-Shoshone Tribe		
Los Coyotes Band of Cahuilla and Cupeno Indians, California		

Lovelock Paiute Tribe of the Lovelock Indian Colony, Nevada		
Lower Elwha Tribal Community		
Maniilaq Association		
<i>Manley Hot Springs Village</i>		
<i>Manokotak Village</i>		
Manzanita Band of Diegueno Mission Indians of the Manzanita Reservation, California		
Mashpee Wampanoag Tribe		
Match-e-be-nash-she-wish Band of Pottawatomi Indians of Michigan		
<i>McGrath Native Village</i>		
Mesa Grande Band of Diegueno Mission Indians of the Mesa Grande Reservation, California		
Metlakatla Indian Community		
Miami Tribe of Oklahoma		
Middletown Rancheria of Pomo Indians of California		
Monacan Indian Nation		
Mooretown Rancheria of Maidu Indians of California		
Morongo Band of Mission Indians, California		
Mt. Sanford Tribal Consortium		
<i>Naknek Native Village</i>		
Nansemond Indian Nation		
<i>Native Village of Akhiok</i>		
<i>Native Village of Akutan</i>		
<i>Native Village of Aleknagik</i>		
Native Village of Ambler		
<i>Native Village of Atka</i>		
<i>Native Village of Atkasuk [previously listed as Atkasuk Village (Atkasook)]</i>		
<i>Native Village of Barrow Inupiat Traditional Government</i>		

<i>Native Village of Belkofski</i>		
<i>Native Village of Brevig Mission</i>		
<i>Native Village of Buckland</i>		
<i>Native Village of Cantwell</i>		
<i>Native Village of Chignik Lagoon</i>		
<i>Native Village of Chitina</i>		
<i>Native Village of Chuathbaluk (Russian Mission, Kuskokwim)</i>		
<i>Native Village of Council</i>		
<i>Native Village of Deering</i>		
<i>Native Village of Diomed (aka Inalik)</i>		
<i>Native Village of Eek</i>		
<i>Native Village of Ekuk</i>		
<i>Native Village of Ekwok [previously listed as Ekwok Village]</i>		
<i>Native Village of Fort Yukon</i>		
<i>Native Village of Gambell</i>		
<i>Native Village of Goodnews Bay</i>		
<i>Native Village of Hamilton</i>		
<i>Native Village of Hooper Bay</i>		
<i>Native Village of Kanatak</i>		
<i>Native Village of Karluk</i>		
<i>Native Village of Kiana</i>		
<i>Native Village of Kipnuk</i>		
<i>Native Village of Kobuk</i>		
<i>Native Village of Kongiganak</i>		
<i>Native Village of Kotzebue</i>		
<i>Native Village of Koyuk</i>		
<i>Native Village of Kwigillingok</i>		
<i>Native Village of Kwinhagak (aka Quinhagak)</i>		
<i>Native Village of Larsen Bay</i>		
<i>Native Village of Marshall (aka Fortuna Ledge)</i>		

<i>Native Village of Mary's Igloo</i>		
<i>Native Village of Mekoryuk</i>		
<i>Native Village of Nanwalek (aka English Bay)</i>		
<i>Native Village of Napaimute</i>		
<i>Native Village of Napakiak</i>		
<i>Native Village of Napaskiak</i>		
<i>Native Village of Nelson Lagoon</i>		
<i>Native Village of Nightmute</i>		
<i>Native Village of Nikolski</i>		
Native Village of Noatak		
<i>Native Village of Nuiqsut (aka Nooiksut)</i>		
<i>Native Village of Nunam Iqua [previously listed as Native Village of Sheldon's Point]</i>		
<i>Native Village of Nunapitchuk</i>		
<i>Native Village of Ouzinkie</i>		
<i>Native Village of Paimiut</i>		
<i>Native Village of Perryville</i>		
<i>Native Village of Pilot Point</i>		
Native Village of Point Hope		
<i>Native Village of Point Lay</i>		
<i>Native Village of Port Lions</i>		
<i>Native Village of Saint Michael</i>		
<i>Native Village of Savoonga</i>		
<i>Native Village of Scammon Bay</i>		
Native Village of Selawik		
<i>Native Village of Shaktoolik</i>		
<i>Native Village of Shishmaref</i>		
Native Village of Shungnak		
<i>Native Village of Stevens</i>		
<i>Native Village of Tanacross</i>		
Native Village of Tanana		

<i>Native Village of Tatitlek</i>		
<i>Native Village of Tazlina</i>		
<i>Native Village of Teller</i>		
<i>Native Village of Tuntutuliak</i>		
Native Village of Tyonek		
<i>Native Village of Unga</i>		
<i>Native Village of Venetie Tribal Government (Arctic Village and Village of Venetie)</i>		
<i>Native Village of Wales</i>		
<i>Native Village of White Mountain</i>		
<i>Nenana Native Association</i>		
<i>New Koliganek Village Council</i>		
<i>New Stuyahok Village</i>		
<i>Newhalen Village</i>		
<i>Newtok Village</i>		
<i>Nikolai Village</i>		
Ninilchik Village		
<i>Nome Eskimo Community</i>		
<i>Nondalton Village</i>		
Nooksack Indian Tribe		
Northfork Rancheria of Mono Indians of California		
<i>Northway Village</i>		
Nottawaseppi Huron Band of the Potawatomi, Michigan		
<i>Nulato Village</i>		
<i>Nunakauyarmiut Tribe</i>		
Ohkay Owingeh, New Mexico		
Oneida Indian Nation		
Onondaga Nation		
<i>Organized Village of Grayling (aka Holikachuk)</i>		
<i>Organized Village of Kake</i>		
<i>Organized Village of Kasaan</i>		

<i>Organized Village of Kwethluk</i>		
<i>Organized Village of Saxman</i>		
<i>Oscarville Traditional Village</i>		
Ottawa Tribe of Oklahoma		
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)		
Pamunkey Indian Tribe		
Paskenta Band of Nomlaki Indians of California		
<i>Pauloff Harbor Village</i>		
Pauma Band of Luiseno Mission Indians of the Pauma & Yuima Reservation, California		
Pechanga Band of Luiseno Mission Indians of the Pechanga Reservation, California		
<i>Pedro Bay Village</i>		
Penobscot Nation		
Peoria Tribe of Indians of Oklahoma		
Picayune Rancheria of Chukchansi Indians of California		
<i>Pilot Station Traditional Village</i>		
Pit River Tribe, California (includes XL Ranch, Big Bend, Likely, Lookout, Montgomery Creek and Roaring Creek Rancherias)		
<i>Pitka's Point Traditional Council [previously listed as Native Village of Pitka's Point]</i>		
<i>Platinum Traditional Village</i>		
Pokagon Band of Potawatomi Indians, Michigan and Indiana		
<i>Pribilof Islands Aleut Communities of St. Paul & St. George Islands (Saint George Island and Saint Paul Island)</i>		
Pueblo of Acoma, New Mexico		
Pueblo of Cochiti, New Mexico		
Pueblo of Isleta, New Mexico		

Pueblo of Jemez, New Mexico		
Pueblo of Laguna, New Mexico		
Pueblo of Nambe, New Mexico		
Pueblo of Picuris, New Mexico		
Pueblo of San Felipe, New Mexico		
Pueblo of San Ildefonso, New Mexico		
Pueblo of Sandia, New Mexico		
Pueblo of Santa Ana, New Mexico		
Pueblo of Santa Clara, New Mexico		
Pueblo of Taos, New Mexico		
Pueblo of Tesuque, New Mexico		
Pueblo of Zia, New Mexico		
<i>Qawalangin Tribe of Unalaska</i>		
Quartz Valley Indian Community of the Quartz Valley Reservation of California		
Ramona Band of Cahuilla, California		
<i>Rampart Village</i>		
Rappahannock Tribe, Inc.		
Redding Rancheria, California		
Sac & Fox Tribe of the Mississippi in Iowa		
<i>Saint George Island (See Pribilof Islands Aleut Communities of St. Paul & St. George Islands)</i>		
<i>Saint Paul Island (See Pribilof Islands Aleut Communities of St. Paul & St. George Islands)</i>		
<i>Salamatof Tribe [previously listed as Village of Salamatoff]</i>		
Salt River Pima-Maricopa Indian Community of the Salt River Reservation, Arizona		
Samish Indian Nation		
San Juan Southern Paiute Tribe of Arizona		
San Manuel Band of Mission Indians, California		
San Pasqual Band of Diegueno Mission Indians of California		

Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reservation, California		
Sauk-Suiattle Indian Tribe		
Seneca-Cayuga Nation		
<i>Shageluk Native Village</i>		
Shawnee Tribe		
Sherwood Valley Rancheria of Pomo Indians of California		
Shingle Springs Band of Miwok Indians, Shingle Springs Rancheria (Verona Tract), California		
Shoalwater Bay Indian Tribe of the Shoalwater Bay Indian Reservation		
Shoshone-Paiute Tribes of the Duck Valley Reservation, Nevada		
<i>Skagway Village</i>		
Skokomish Indian Tribe		
Skull Valley Band of Goshute Indians of Utah		
Snoqualmie Indian Tribe		
Soboba Band of Luiseno Indians, California		
<i>South Naknek Village</i>		
Southern Ute Indian Tribe of the Southern Ute Reservation, Colorado		
Spokane Tribe of the Spokane Reservation		
<i>Stebbins Community Association</i>		
Stillaguamish Tribe of Indians of Washington		
Summit Lake Paiute Tribe of Nevada		
Susanville Indian Rancheria, California		
Table Mountain Rancheria		
<i>Takotna Village</i>		
Tejon Indian Tribe		
<i>Telida Village</i>		
The Seminole Nation of Oklahoma		
Timbisha Shoshone Tribe		

Tolowa Dee-ni' Nation		
Tonawanda Band of Seneca		
Tonkawa Tribe of Indians of Oklahoma		
<i>Traditional Village of Togiak</i>		
<i>Tuluksak Native Community</i>		
Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria of California		
Tuscarora Nation		
Twenty-Nine Palms Band of Mission Indians of California		
<i>Twin Hills Village</i>		
<i>Ugashik Village</i>		
<i>Umkumiut Native Village [previously listed as Umkumiute Native Village]</i>		
United Auburn Indian Community of the Auburn Rancheria of California		
Upper Mattaponi Tribe		
Upper Skagit Indian Tribe		
Ute Indian Tribe of the Uintah & Ouray Reservation, Utah		
Ute Mountain Ute Tribe		
Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation, California		
<i>Village of Alakanuk</i>		
<i>Village of Anaktuvuk Pass</i>		
<i>Village of Aniak</i>		
<i>Village of Atmautluak</i>		
<i>Village of Bill Moore's Slough</i>		
<i>Village of Chefornak</i>		
<i>Village of Clarks Point</i>		
<i>Village of Crooked Creek</i>		
<i>Village of Dot Lake</i>		
<i>Village of Iliamna</i>		

<i>Village of Kalskag</i>		
<i>Village of Kaltag</i>		
<i>Village of Kotlik</i>		
<i>Village of Lower Kalskag</i>		
<i>Village of Ohogamiut</i>		
<i>Village of Red Devil</i>		
<i>Village of Sleetmute</i>		
<i>Village of Solomon</i>		
<i>Village of Stony River</i>		
<i>Village of Venetie (See Native Village of Venetie Tribal Government)</i>		
<i>Village of Wainwright</i>		
Washoe Tribe of Nevada & California		
Wichita and Affiliated Tribes, Oklahoma		
Wilton Rancheria, California		
Winnemucca Indian Colony of Nevada		
Wiyot Tribe, California		
<i>Wrangell Cooperative Association</i>		
Yakutat Tlingit Tribe		
Yankton Sioux Tribe of South Dakota		
Yavapai-Apache Nation of the Camp Verde Indian Reservation, Arizona		
Yavapai-Prescott Indian Tribe		
Yocha Dehe Wintun Nation, California		
Yomba Shoshone Tribe of the Yomba Reservation, Nevada		
Ysleta del Sur Pueblo		
<i>Yupiiit of Andreafski</i>		

* Italics indicate tribes that are members of a litigating tribal organization or consortium, whose share will be recovered through the respective organization

EXHIBIT B

EXHIBIT B

Alleged Harms

The following expert reports that were filed in connection with the case captioned *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804 (N.D. Ohio) provide non-exclusive examples of Alleged Harms:

1. Expert report of Professor David Cutler, dated March 25, 2019.
2. Expert report of Dr. Jeffrey B. Liebman, dated March 25, 2019.
3. Expert report of Professor Thomas McGuire regarding damages to Bellwethers, dated March 25, 2019.
4. Expert report of Professor Thomas McGuire regarding public nuisance, dated March 25, 2019.
5. Expert reports of G. Caleb Alexander, dated April 16, 2021.
6. Expert reports of David Cutler, dated April 16, 2019; supplemental expert report of David Cutler, dated April 21, 2021; and second supplemental expert report of David Cutler, dated May 10, 2021.
7. Expert report of David Herzberg, dated April 16, 2021.
8. Expert reports of Katherine M. Keyes, Ph.D., dated April 16, 2021; supplemental expert report of Katherine M. Keyes, Ph.D., dated June 2, 2021.
9. Expert reports of Dr. Anna Lembke, M.D., dated April 16, 2021.
10. Expert report of Harvey Rosen, dated April 16, 2021.
11. Expert report of Nancy Young, dated April 16, 2021.
12. Expert reports of G. Caleb Alexander, M.D., M.S., dated March 24, 2019, and August 22, 2022;
13. Expert reports of David Cutler dated August 22, 2022;
14. Expert reports of Katherine M. Keyes, Ph.D., dated March 25, 2019, and August 22, 2022;
15. Expert reports of Dr. Anna Lembke, M.D., dated March 25, 2019, and August 22, 2022;
16. Expert report of Nancy Young, Ph.D, M.S.W., dated March 25, 2019.

EXHIBIT C

EXHIBIT C

List of Tribes and Tribal Allocation Voting Percentages

RECOMMENDATION OF THE HONORABLE LAYN PHILLIPS REGARDING THE INTERTRIBAL ALLOCATION MATRIX

Native American Tribes participated in the Purdue Mediation process and reached agreement with the other non-Federal Public Claimants on value allocation for the Tribes.

Following the Mediation, the Tribal Leadership Committee ("TLC") contacted me to request an opportunity to present for approval the Intertribal Allocation Matrix. I agreed to hear the presentation and requested materials to review in advance of the presentation. In response to my request, I received the following documents:

- 1) PowerPoint summary of the intertribal allocation model
- 2) One-page summary of the model titled, "Tribal Allocation Matrix Narrative
- 3) Excel spreadsheet with the allocation to the tribes.

In addition, I sent the TLC my preliminary thoughts and inquiries regarding the Intertribal Allocation Matrix for their consideration prior to the presentation that occurred on April 2, 2021.

The TLC presented the Intertribal Allocation Matrix to attorney Clay Cogman and me on April 2, 2021. We had sufficient time to thoroughly discuss the allocation model and the TLC addressed to my satisfaction all questions and issues that were raised.

I note here for context that in a typical mediation setting, I would have had the opportunity to hear from other constituencies for the purpose of assisting me in my analysis by providing me alternative perspectives designed to test the premises and assumptions of the underlying methodology. That did not occur here, as I have only spoken to the TLC about the Matrix.

That said, based on the foregoing, I find that the Intertribal Allocation Matrix provides a satisfactorily reasonable and transparent methodology for the allocation of Purdue settlement funds among Native American Tribes.

Dated: May 11, 2021

By:



Layn R. Phillips

Schedule E Tribal Allocation Matrix

The Tribal Nation's allocation matrix is built around six data points: MMEs (morphine milligram equivalents) imputed to each Tribe; drug and prescription opioid overdose rates imputed to each Tribe; Indian Health Service (IHS) user population for each Tribe; citizenship population for each Tribe; relative poverty rates imputed to each Tribe; and relative cost of living imputed to each Tribe. Data are "imputed" to a Tribe by estimation based on population when the data is only available on a county or statewide basis. In the case of MMEs and drug overdose rates, the imputation of the data to a tribal population is multiplied by a "disproportionate impact" adjustment reflecting the higher incidence of opioid use disorder and prescription opioid overdose deaths in tribal communities.

Two computations are undertaken for all Tribes, and then combined together. 85% of a Tribe's matrix share is calculated by considering its imputed MME rate (50%), overdose rates (40%), and poverty rate (10%) as applied to its IHS user population. 15% of a Tribe's matrix share is calculated by considering the same three elements, similarly weighted, as applied to the Tribe's citizenship data. Once these two matrix results are combined, the resulting share is further adjusted by each Tribe's relative cost of living. COLA adjustments are done on a regional basis and are weighted at 10%, resulting in modest adjustments ranging from 1.3% down to 2.4% up.

Data for Alaska Tribes was initially computed on a statewide basis, and the resulting matrix share for Alaska was then subdivided among Alaska Tribes and tribal organizations participating in the Alaska Tribal Health Compact (employing the same methodology historically used to allocate certain other tribal health care funds across Alaska tribal health care providers).

The matrix allocates individual amounts to each California Tribe, although four intertribal health care providers in California have also separately filed litigation. Each such intertribal provider will engage in discussions with its member tribes and agree on an amount that the member tribes will allocate from their funds to the intertribal provider.

Tribal citizenship data used in the matrix was subject to a tribal verification process (except for Alaska, where data was drawn from the U.S. Census). In instances where IHS user population data for multiple Tribes was not allocated by IHS to individual Tribes, user populations were prorated across the Tribes within an IHS service unit based on the Tribes' relative tribal citizenship.

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-Quasarte 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%
*Kensitze Indian Tribe	0.1544%
*Ketchikan Indian Community	0.1033%
Knik Tribe	0.0118%
*Manillaq 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%
Nunilchik 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%
Beau 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%

Allocation of Settlement Among Tribes

p. 1

Federally Recognized Tribe Name	Division of Funds (Allocation %)
Blue Lake Rancheria, California	0.0038%
Bois Forte (Nett Lake) Band of the Minnesota Chippewa Tribe, Minnesota	0.0820%
Bridgeport Indian Colony	0.0026%
Buena Vista Rancheria of Me-Wuk Indians of California	0.0034%
Burns Paiute Tribe	0.0116%
Cabazon Band of Mission Indians, California	0.0017%
Cachil DeHe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, California	0.0056%
Caddo Nation of Oklahoma	0.1084%
Calisto 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%

Federally Recognized Tribe Name	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%
Elean 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%
Ewilaapaay 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%
Graindstone 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 Miwok Indians	0.0054%
Jamestown S'Kallam Tribe	0.0344%
Jumil Indian Village of California	0.0082%
Jena Band of Choctaw Indians	0.0116%
Jicarilla Apache Nation, New Mexico	0.2812%
Kaibab Band of Paiute Indians of the Kaibab Indian Reservation, Arizona	0.0158%
Kalispel Indian Community of the Kalispel Reservation	0.0374%
Karuk Tribe	0.2540%
Kashia Band of Pomo Indians of the Stewart Point Rancheria, California	0.0043%
Kaw Nation, Oklahoma	0.1314%
Kewa Pueblo, New Mexico	0.1155%

FederallyRecognizedTribeName	Division of Funds (Allocation %)
Keweenaw Bay Indian Community, Michigan	0.1080%
Kialagee 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 Lac Band of the Minnesota Chippewa Tribe, Minnesota	0.1295%
Mississippi Band of Choctaw Indians	0.4540%
Mojave Band of Paiute Indians of the Mojave River Indian Reservation, Nevada	0.0431%
Modoc Nation	0.0054%
Mohegan Tribe of Indians of Connecticut	0.0666%
Monacan Indian Nation	0.0588%
Mooresville 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%
Nantsemond Indian Nation	0.0071%
Narragansett Indian Tribe	0.0435%

FederallyRecognizedTribeName	Division of Funds (Allocation %)
Navajo Nation, Arizona, New Mexico & Utah	15.2207%
Nex 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%
Ogala 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%
Paseo 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%
Pimoleville 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%
Fort Gamble SKallam 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 Inleta, 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 %)
Fueblo of Santa Ana, New Mexico	0.1216%
Fueblo of Santa Clara, New Mexico	0.0972%
Fueblo of Taos, New Mexico	0.1254%
Fueblo of Tesuque, New Mexico	0.0368%
Fueblo 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 Diegneno 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%

Federally Recognized Tribe Name	Division of Funds (Allocation %)
Shoshone-Paiute Tribes of the Duck Valley Reservation, Nevada	0.1061%
Sisseton-Wahpeton Oyate of the Lake Traverse Reservation, South Dakota	0.2461%
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	0.0616%
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 Muncie 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	0.0365%
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 Gwintu 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; Vieja (Baron Long) Group of Capitan Grande Band of Mission Indians of the Vieja 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%
Yuleta 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 entry shall be made available to federally recognized tribes served by the entry.

EXHIBIT D

TAFT Agreement

TRIBAL ABATEMENT FUND TRUST AGREEMENT

Dated as of [], 2025

***Pursuant to the Debtors' Thirteenth Amended Joint Chapter 11 Plan of Reorganization
Dated July 1, 2025***

TRIBAL ABATEMENT FUND TRUST

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EXHIBIT 1 TAFT ASSETS

EXHIBIT 2 FORM OF CERTIFICATE OF TRUST OF THE TRIBAL ABATEMENT FUND TRUST

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EXHIBIT 4 TRIBE TRUST DISTRIBUTION PROCEDURES

TRIBAL ABATEMENT FUND TRUST AGREEMENT

This Tribal Abatement Fund Trust Agreement (together with all Exhibits hereto, this “**Trust Agreement**”), dated as of [], 2025 and effective as of the Effective Date, implements certain of the terms of the Debtors’ *Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors*, dated July 1, 2025 (as may be further modified, amended, or supplemented from time to time, and together with all exhibits and schedules thereto, the “**Plan**”),¹ confirmed by an order entered on [•], 2025[Docket No.] (the “**Confirmation Order**”) by the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) in the Chapter 11 Cases of Purdue Pharma L.P. and its affiliated Debtors² (each a “**Debtor**” and collectively, the “**Debtors**,” or the “**Settlors**”), jointly administered under Case No. 19-23649 (RDD) and is entered into by the Settlers, the trustees of the Tribal Abatement Fund Trust who are further identified on the signature pages hereto (together with any successor trustee serving in such capacity, the “**Trustees**”), the Delaware Trustee (together with any successor serving in such capacity, the “**Delaware Trustee**”), and the Trust Protector, the individual who is further identified on the signature pages hereto (together with any successor serving in such capacity, the “**Trust Protector**”).

RECITALS

WHEREAS, the Debtors have reorganized under the provisions of Chapter 11 of the Bankruptcy Code.

WHEREAS, the Confirmation Order has been entered by the Bankruptcy Court and is in full force and effect.

WHEREAS, the Plan provides, inter alia, for the establishment of the “Tribe Trust,” consisting of one or more trusts, limited liability companies, or other Persons to be established in accordance with Section 5.8 of the Plan, and this Tribal Abatement Fund Trust (“**TAFT**”) shall be part of the “**Tribe Trust**” under the Plan and SUB-TOAF LLC (“**SUB-TOAF LLC**”) shall also be part of the “Tribe Trust” under the Plan;

WHEREAS, pursuant to the Plan and the Confirmation Order, TAFT shall be established to (i) assume all liability for the Tribe Channeled Claims, (ii) hold the MDT Tribe Interest and collect the Initial Tribe Trust Distribution and certain other Public Creditor Trust Distributions received in accordance with the Public Entity Settlements, (iii) receive and distribute all rights to receive 3.3% of the Governmental NewCo Distributable Cash pursuant to Section 5.4(e) of the

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

² The Debtors in these cases are as follows: 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; 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 L.P.; SVC Pharma L.P.; and SVC Pharma Inc.

Plan (the “**Tribe GNDC Interest**”) to the Holders of Tribe Channeled Claims (and the Holders of Tribe Channeled Claims shall immediately contribute such Tribe GNDC Interest to TOAF LLC, and TOAF LLC shall immediately contribute such Tribe GNDC Interest to SUB-TOAF LLC), (iv) administer Tribe Channeled Claims, (v) hold and administer the Class 5 Non-Participating Claims Reserves in accordance with the terms of the Plan, (vi) hold the Class 5 Released Claims Reserve in accordance with the terms of the Plan, and (vii) make Abatement Distributions in accordance with the Tribe TDP, and (viii) carry out such other matters as are set forth in the Tribe Trust Documents.

WHEREAS, pursuant to the Plan and the Confirmation Order, TAFT shall (i) hold, manage and invest all funds and other Assets received by TAFT; (ii) hold and maintain the TAFT Operating Reserve, as defined herein; and (iii) administer, process, resolve and liquidate all Tribe Channeled Claims in accordance with the Tribe TDP.

WHEREAS, the Plan and Confirmation Order provide that, on the Effective Date and continuing thereafter in accordance with the Plan, (i) the TAFT Assets (as defined in Section 1.3), as described in **Exhibit 1**, shall be transferred to and vested in TAFT free and clear of all Claims, Liens or other recourse or encumbrances, and shall not be subject to disgorgement or recoupment by any Person and (ii) TAFT shall distribute its Tribe GNDC Interest to the Tribe Beneficiaries and the Tribe Beneficiaries shall immediately contribute such Tribe GNDC Interest to TOAF LLC and TOAF LLC shall immediately contribute such Tribe GNDC Interest to SUB-TOAF LLC.

WHEREAS, all rights of the Holders of Tribe Channeled Claims arising under this Trust Agreement and the Tribe TDP shall vest upon the Effective Date.

WHEREAS, the Bankruptcy Court has determined that TAFT and the Plan satisfy all the prerequisites for issuance of an injunction pursuant to section 105(a) of the Bankruptcy Code with respect to any and all Tribe Channeled Claims, and such injunction (the “**Channeling Injunction**”) shall be fully effective and enforceable as provided in the Plan.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1

AGREEMENT OF TRUST

Section 1.1 Creation and Name. The Debtors as Settlers hereby create a trust known as the “Tribal Abatement Fund Trust” or “TAFT,” which is provided for and referred to in the Plan. The Trustees may transact the business and affairs of TAFT in the name of TAFT. It is the intention of the parties hereto that TAFT created hereby constitutes a statutory trust under Chapter 38 of title 12 of the Delaware Code, 12 Del. C. Section 3801 *et seq.* (the “**Act**”) and that the Confirmation Order, the Plan and this Trust Agreement (collectively, the “**Trust Documents**”) constitute the governing instruments of TAFT. The Trustees and the Delaware Trustee are hereby authorized and directed to execute and file a Certificate of Trust with the Delaware Secretary of State in the form attached hereto as **Exhibit 2**.

Section 1.2 Purpose. The purposes of TAFT are, among other things, to:

- (a) assume all liability for the Tribe Channeled Claims;
- (b) receive and hold the MDT Tribe Interest;
- (c) receive and distribute the Tribe GNDC Interest to the Tribe Beneficiaries (and the Tribe Beneficiaries shall immediately contribute such Tribe GNDC Interest to TOAF LLC and TOAF LLC shall immediately contribute such Tribe GNDC Interest to SUB-TOAF LLC);
- (d) collect the Initial Tribe Trust Distribution and certain other Public Creditor Trust Distributions received in accordance with the Public Entity Settlements in accordance with the terms of the Plan;
- (e) administer, process, resolve and liquidate Tribe Channeled Claims;
- (f) qualify at all times as a Qualified Settlement Fund within the meaning of the QSF Regulations (as defined herein);
- (g) make Abatement Distributions to Tribe Beneficiaries for Approved Tribal Opioid Abatement Uses, in each case in accordance with the Tribe TDP;
- (h) hold, manage, protect and monetize the Trust Assets in accordance with the terms of the Trust Documents, for the benefit of the Tribe Beneficiaries as defined herein;
- (i) engage in any lawful act or activity, including without limitation, to enter into leasing, financing or other agreements with third parties, that is consistent with, necessary or incidental to the Trust Documents;
- (j) to engage in any lawful activity necessary or incidental to the foregoing in accordance with the Plan and the Confirmation Order; and
- (k) use the TAFT Assets to:
 - (i) make Abatement Distributions to Tribe Beneficiaries in accordance with this Trust Agreement and the Tribe TDP;
 - (ii) hold and maintain reserves to pay the fees and expenses incurred with administering TAFT (including the Tribe TDP) and managing the Assets (together, the “**TAFT Operating Expenses**”) of TAFT (such reserves, the “**TAFT Operating Reserve**”), which shall be (a) funded with Cash and cash equivalents held by TAFT in accordance with the Tribe Documents, the Plan and the Confirmation Order and (b) held by TAFT in a segregated account and administered by the Trustees;
 - (iii) pay the TAFT Operating Expenses from the TAFT Operating Reserve; and

- (iv) replenish periodically, until the dissolution of TAFT, the TAFT Operating Reserve from Cash held or received by TAFT to the extent deemed necessary by the Trustees to satisfy and pay estimated future TAFT Operating Expenses in accordance with the Governing Documents.

Section 1.3 Transfer of Assets. Pursuant to the Plan, TAFT shall receive (i) the Initial Tribe Trust Distribution and certain other Public Creditor Trust Distributions pursuant to the Plan, (ii) the Tribe GNDC Interest (which shall be distributed to the Tribe Beneficiaries, and (iii) the MDT Tribe Interest in accordance with Sections 5.2(f)(i)(A) of the Plan (the “**TAFT Assets**” and together with any income or gain earned thereon and proceeds derived therefrom, collectively, the “**Trust Assets**”). The TAFT Assets shall be transferred free and clear of any all Claims, Liens or other recourse or encumbrances, and shall not be subject to attachment, disgorgement or recoupment by any Person. The Debtors shall be authorized pursuant to the Plan to execute and deliver such documents to TAFT as the Trustees reasonably request to transfer and assign any assets comprising all or a portion of the TAFT Assets to TAFT.

Section 1.4 Acceptance of Assets.

(a) In furtherance of the purposes of TAFT, the Trustees, on behalf of TAFT, hereby expressly accept the transfer to TAFT of the TAFT Assets and any other transfers contemplated by the Plan and the Master TDP and subject to the terms of the Trust Documents. TAFT shall succeed to all of the Debtors’ respective right, title, and interest, including all legal privileges, in the TAFT Assets and neither the Debtors nor any other person or entity transferring such TAFT Assets will have any further equitable or legal interest in, or with respect to, the Trust Assets, including the TAFT Assets or TAFT.

(b) In furtherance of the purposes of TAFT, TAFT expressly assumes all liabilities and responsibility for all Tribe Channeled Claims (except as set forth in the Plan) subject to the TAFT Documents, and none of the Debtors, the Protected Parties, or the Master Disbursement Trust shall have any further financial or other responsibility or liability therefor except as set forth in the TAFT Documents. Except as otherwise provided in this Trust Agreement, the Tribe TDP, the Plan, or the Master TDP, TAFT shall have and retain any and all defenses, cross-claims, offsets, and recoupments regarding the Tribe Channeled Claims, as well as any and all rights of indemnification, contribution, subrogation, and similar rights, that the Debtors, the Released Parties, and the Shareholder Released Parties, as applicable, have or would have had under applicable law; provided that no such claims, defenses or rights may be used to seek any affirmative monetary recovery from any party. For the avoidance of doubt, all Tribe Channeled Claims asserted against Debtors in the Chapter 11 Cases shall be resolved exclusively in accordance with the Tribe TDP.

(c) Nothing in this Trust Agreement shall be construed in any way to limit (i) the scope, enforceability, or effectiveness of the Channeling Injunction, or (ii) subject to the provisions of Section 1.4(b) herein, TAFT’s assumption of all liability for Tribe Channeled Claims.

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

Section 1.5 Tribe Beneficiaries.

(a) The beneficial owners (within the meaning of the Act) of TAFT are the holders of Tribe Channeled Claims identified on **Schedule C** of the **Tribe TDP** hereto (each a “**Tribe Beneficiary**” and collectively, the “**Tribe Beneficiaries**”).

(b) The Tribe Beneficiaries shall have only such rights with respect to TAFT and its assets as are set forth in the Tribe TDP and no greater or other rights, including upon dissolution, liquidation or winding up of TAFT, shall be deemed to apply to such Tribe Beneficiaries. The Tribe Beneficiaries 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) The Tribe Beneficiaries shall be subject to the terms of this Trust Agreement, including without limitation, Article 4 and the terms of the Tribe TDP.

Section 1.6 Jurisdiction. The Bankruptcy Court shall have continuing jurisdiction over TAFT; provided, however, the courts of the State of Delaware, including any federal court located therein, shall also have jurisdiction over TAFT; provided further, that notwithstanding the foregoing, the Trustees shall have power and authority to bring any action in any court of competent jurisdiction (including the Bankruptcy Court) to prosecute any Causes of Action held by TAFT.

ARTICLE 2

POWERS AND TRUST ADMINISTRATION

Section 2.1 Powers.

(a) The Trustees are and shall act as fiduciaries to TAFT in accordance with the provisions of this Trust Agreement. The Trustees shall, at all times, administer TAFT in accordance with the purposes set forth in Section 1.2 above. Subject to the limitations set forth in the Trust Documents, the Trustees shall have the power to take any and all actions that in the judgment of the Trustees are necessary or proper to fulfill the purposes of TAFT, including, without limitation, each power expressly granted in this Section 2.1, any power reasonably incidental thereto and any trust power now or hereafter permitted under the laws of the State of Delaware. In the event of any ambiguity or conflict between the terms of this Trust Agreement or the Tribe TDP, the Tribe TDP shall control. In the event of a conflict between the terms or provisions of the Plan, this Trust Agreement, or any other Trust Document, the terms of the Plan shall control. For the avoidance of doubt, this Trust Agreement shall be construed and

implemented in accordance with the Plan, regardless of whether any provision herein explicitly references the Plan.

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

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

- (i) receive and hold the Trust Assets and exercise all rights with respect thereto;
- (ii) invest the monies and other Trust Assets held from time to time by TAFT, subject to the limitations set forth in Section 3.2 below;
- (iii) sell, transfer or exchange any or all of the Trust Assets at such prices and upon such terms as the Trustees may determine, consistent with the other terms of the Trust Documents;
- (iv) enter into leasing, financing or other agreements with third parties as deemed by the Trustees in their discretion to be useful in carrying out the purposes of TAFT;
- (v) determine and pay liabilities of TAFT and the TAFT Operating Expenses;
- (vi) establish accounts and reasonable reserves within TAFT, as deemed by the Trustees in their discretion to be necessary, prudent or useful in administering TAFT;
- (vii) bring any action in any court of competent jurisdiction, including the Bankruptcy Court;
- (viii) initiate, prosecute, defend and resolve all legal actions and other proceedings related to any Asset, liability or responsibility of TAFT. Such legal actions and other proceedings shall be limited solely to those required for purposes of reconciling, administering or defending against the Tribe Channeled Claims channeled to TAFT and for enforcing the rights of TAFT under the Plan and the Plan Documents;
- (ix) supervise and administer TAFT in accordance with the Trust Documents, including without limitation monitor the Abatement Distribution recipients' compliance with the Tribe TDP requirements for Approved Tribal Opioid Abatement Uses and Approved Administrative Expenses;

- (x) appoint such officers and retain such employees, consultants, advisors, attorneys, independent contractors, experts and agents and engage in such legal, financial, administrative, accounting, investment, auditing and alternative dispute resolution services and activities as TAFT requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustees permit and as the Trustees, in their discretion, deem advisable or necessary in order to carry out the terms of this Trust Agreement;
- (xi) pay reasonable compensation and expenses to any of TAFT's employees, consultants, advisors, independent contractors, experts and agents for legal, financial, administrative, accounting, investment, auditing and alternative dispute resolution services and activities as TAFT requires;
- (xii) compensate the Trustees, Delaware Trustee, the Trust Protector, and their employees, consultants, advisors, independent contractors, experts and agents, and reimburse the Trustees, the Delaware Trustee and the Trust Protector for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder;
- (xiii) execute and deliver such instruments as the Trustees consider advisable or necessary in administering TAFT;
- (xiv) enter into such other arrangements with third parties as are deemed by the Trustees to be advisable or necessary in carrying out the purposes of TAFT; provided that such arrangements do not conflict with any other provision of this Trust Agreement;
- (xv) in accordance with Section 5.8 below, defend, indemnify and hold harmless (and purchase insurance indemnifying) the Trust Indemnified Parties (as defined in Section 5.6(a) below) to the maximum extent permitted by law;
- (xvi) delegate any or all of the authority herein conferred with respect to the investment of all or any portion of the Trust Assets to any one or more reputable institutional investment advisors or investment managers without liability for any action taken or omission made because of any such delegation, except as provided in Section 5.6 below; provided that such investment advisors and investment managers shall be in compliance with the Investment Guidelines (as defined in Section 3.2) at all times;
- (xvii) make, join, pursue (by litigation or otherwise), abandon, collect, compromise or settle, or otherwise resolve, in the name of TAFT or the Tribe Trust any claim, right, action or cause of action of the Tribe

Trust, before any court of competent jurisdiction and without approval of the Bankruptcy Court;

- (xviii) contract for the establishment and continuing maintenance of (a) a secure method of internet-based communications for TAFT and the Tribe Beneficiaries as described in Section 6.5 herein (the “**Tribal Opioid Abatement Portal**”) and (b) a public-facing website to publish all information required to be published under the Trust Documents (the “**Tribal Opioid Abatement Website**”); and
- (xix) exercise any and all rights of the Trustees, and take any and all actions as are permitted, in accordance with and subject to the terms of this Trust Agreement and the Plan.

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

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

Section 2.2 General Administration. The Trustees shall act in accordance with the Trust Documents. TAFT’s principal office is located at []. The Trustees may change the location of the principal office and may establish other offices at other locations. The Trustees shall provide notice to the Tribe Beneficiaries upon establishment of any office by posting such information in the Tribal Opioid Abatement Portal (or by other means approved by the Trustees).

Section 2.3 Accounting. The fiscal year of TAFT shall begin on January 1 and shall end on December 31 of each calendar year. The Trustees shall maintain the books and records relating to the Trust Assets and income and the payment of expenses of and liabilities against TAFT. The detail of these books and records and the duration of time during which the Trustees shall keep such books and records shall be such as to allow the Trustees to make a full and accurate accounting of all Trust Assets, as well as to comply with applicable provisions of law and standard accounting practices necessary or appropriate to produce an annual report containing special-purpose financial statements of TAFT, including, without limitation, the assets and liabilities of TAFT as of the end of such fiscal year and the additions, deductions and cash flows for such fiscal year (the “**Annual Report**”); provided, however, that the Trustees shall maintain such books and records until the wind-up of TAFT’s affairs and satisfaction of all of TAFT’s liabilities.

Section 2.4 Financial Reporting.

(a) . Within one hundred twenty (120) days following the end of each calendar year, the Trustees shall file with the Bankruptcy Court the Annual Report. The Annual Report need not be audited by an independent accounting firm. The Trustees shall publish a copy of such

Annual Report on the Tribal Opioid Abatement Website when such report is filed with the Bankruptcy Court.

Section 2.5 Tribal Opioid Abatement Reporting.

(a) Within one hundred and twenty (120) days following the end of each calendar year, the Trustees shall cause to be prepared and filed with the Bankruptcy Court an annual report on the Approved Tribal Opioid Abatement Uses with respect to such period, together with such additional information as the Trustees determine necessary or appropriate in their discretion (each, a “**Tribal Opioid Abatement Report**”).³ The Trustees shall (i) post a copy of the Tribal Opioid Abatement Report on the Tribal Opioid Abatement Website and (ii) deliver such Tribal Opioid Abatement Report to the Master Disbursement Trust, in each case when such report is filed with the Bankruptcy Court.⁴

(b) For the avoidance of doubt, the Trustees shall not be required to include in any Tribal Opioid Abatement Report any abatement matters of any Abatement Trust created under the Plan other than TAFT.

Section 2.6 Beneficiary Reporting.

(a) Reporting of Approved Tribal Opioid Abatement Uses by the Tribe Beneficiaries shall be required to the extent set forth in the Confirmation Order and consistent with the Tribe TDP. The Trustees shall establish the form, content, and due dates of periodic reports with respect to Approved Tribal Opioid Abatement Uses to be submitted by the Tribe Beneficiaries (each, a “**Beneficiary Abatement Use Report**”) to the Trustees through the Tribal Opioid Abatement Portal (or delivered by other means approved by the Trustees). The Trustees may prescribe a modified reporting regime for certain Tribe Beneficiaries based upon appropriate standards to be developed by the Trustees, provided, such modified reporting regime is not inconsistent with TAFT’s reporting obligations, as determined by the Trustees in their discretion. Each Beneficiary Abatement Use Report shall contain the information necessary to:

- (i) enable TAFT to satisfy the Annual Report requirements described in Section 2.4 above; and
- (ii) enable TAFT to satisfy the Tribal Opioid Abatement Report requirements described in Section 2.5(a) above.

Section 2.7 Limitation of the Trustees’ Authority. The Trustees are not authorized to engage in any trade or business with respect to the Trust Assets or proceeds therefrom. The foregoing limitation shall not prevent the Trustees from managing the investment of the Trust Assets.

³ The TAFT Tribal Opioid Abatement Report may be coordinated or combined with the SUB-TOAF LLC Tribal Opioid Abatement Report in the discretion of the Trustees.

⁴ For economic efficiency, the Tribal Opioid Abatement Website and NOAT Website (and related Portals) may be maintained and administered on a combined basis.

ARTICLE 3

ACCOUNTS, INVESTMENTS, ADMINISTRATIVE EXPENSES

Section 3.1 Accounts.

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

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

(c) The Trustees shall establish and administer the Class 5 Non-Participating Claims Reserves in accordance with the terms of the Plan.

(d) The Trustees shall establish and administer the Class 5 Released Claims Reserve in accordance with the terms of the Plan.

(e) The Trustees shall establish and administer the Tribe Attorney Fee Fund in accordance with Section 5.9(c) of the Plan.

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

Section 3.2 Investment Guidelines. The Trustees may invest the Trust Assets in accordance with the Investment Guidelines, attached hereto as Exhibit 3, (the “Investment Guidelines”). Notwithstanding any contrary provision of the Trust Documents, this Section 3.2 and the Investment Guidelines cannot be modified or amended.

Section 3.3 Payment of TAFT Operating Expenses. All TAFT Operating Expenses shall be payable out of the TAFT Operating Reserve. None of the Trustees, the Delaware Trustee, the Trust Protector, the Tribe Beneficiaries, nor any of their employees, officers, consultants, advisors, independent contractors, experts or agents shall be personally liable for the payment of any TAFT Operating Expense or any other liability of TAFT.

ARTICLE 4

ABATEMENT DISTRIBUTIONS

Section 4.1 Abatement Distributions. The Trustees shall make Abatement Distributions only as and to the extent set forth in this Article 4 and the Tribe TDP. Abatement Distributions shall be used by the Tribe Beneficiaries as described in Section 2 of the Tribe TDP.

Section 4.2 Manner of Payment of Abatement Distributions.

(a) The Trustees shall endeavor to provide ten (10) days' notice to the Tribe Beneficiaries of any upcoming Abatement Distribution through the Tribal Opioid Abatement Portal (or by other means approved by the Trustees); provided, however, that the Trustees may shorten such notice period in their discretion.

(b) Abatement Distributions shall be made in accordance with the percentage interests set forth on **Schedule C** of the **Tribe TDP**.

(c) Abatement Distributions may be made by the Trustees or by a disbursement agent retained by TAFT to make Abatement Distributions on its behalf (the “**Disbursement Agent**”). Abatement Distributions shall be made in accordance with the Tribe TDP on the dates approved for distribution by the Trustees.

(d) The Trustees may cause Abatement Distributions to be withheld with respect to any Tribe Beneficiary that has failed to deliver timely a completed Beneficiary Abatement Use Report by the applicable due date. The Trustees shall cause withheld Abatement Distributions to be made no later than fifteen (15) days after receipt of any delinquent Beneficiary Abatement Use Report.

(e) If the Trustees determine, in their discretion, that making the final Abatement Distribution immediately prior to the termination and dissolution of TAFT is not cost-effective with respect to the final amounts to be distributed to the Tribe Beneficiaries, the Trustees shall have the authority to direct such final Abatement Distribution, in full, to a tax-exempt organization that has opioid abatement as part of its mission, as selected by the Trustees in their discretion.

Section 4.3 Delivery of Abatement Distributions.

(a) All Abatement Distributions under this Trust Agreement shall be made (i) in accordance with the electronic transfer information or (ii) by check at the address provided by the Tribe Beneficiaries in accordance with the Tribe TDP. Changes to such electronic transfer information or address, as applicable, must be provided to TAFT or the Disbursement Agent in writing at least five (5) business days prior to any upcoming Abatement Distribution date; provided, however, that the Trustees and Disbursement Agent shall have the authority, in their discretion, to seek further direction from the Tribe Beneficiaries regarding the transfer information of Abatement Distributions under this Trust Agreement.

(b) In the event that any Abatement Distribution is undeliverable, no further Abatement Distribution shall be made unless and until the Trustees have been notified of the then current wire instructions or address, as applicable, as directed by such Tribe Beneficiary, at which time such distribution shall be made without interest. The Trustees shall take reasonable efforts to obtain a current address or wire instructions, as applicable, for any Tribe Beneficiary with respect to which any distribution is undeliverable, but shall have no obligation to make further inquiry with respect to designated recipients of such Tribe Beneficiaries.

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

(d) A Tribe Beneficiary may timely disclaim, in accordance with the terms of Delaware law, all or a portion of its rights to Abatement Distributions.

ARTICLE 5

TRUSTEES AND DELAWARE TRUSTEE

Section 5.1 Number of Trustees; Managing Trustee.

(a) **Number.** In addition to the Delaware Trustee appointed pursuant to Section 5.10, there shall be three (3) Trustees. The initial Trustees shall be those persons named on the signature page hereof.

(b) **Managing Trustee.** At their first meeting, the initial Trustees shall designate one of their number to serve as the Managing Trustee of TAFT, with such administrative duties as the Trustees may determine. The Trustees may change the designation of the individual to serve as Managing Trustee from time to time as circumstances warrant. The Managing Trustee or, in the Managing Trustee's absence, another Trustee selected by the Trustees shall preside at meetings of the Trustees. The Managing Trustee, or the Trustee presiding over such meeting, shall be responsible for taking meeting minutes at each meeting of the Trustees and for performing such other administrative duties and services as shall be assigned to or required of the Managing Trustee by the Trustees. The Managing Trustee shall maintain a list of current Trustees, including their addresses and contact information.

Section 5.2 Term of Service, Successor Trustees.

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

(b) **Appointment of Successor Trustees.**

(i) In the event of a vacancy in the position of one (1) Trustee for any reason, the vacancy shall be filled by the unanimous vote of the remaining Trustees. In the event that the remaining Trustees cannot agree on a successor Trustee within thirty (30) days, each of the

remaining Trustees shall propose a Trustee candidate and the Trust Protector (as defined in Section 5.12(a) below) shall select one such candidate as the Successor Trustee.

- (ii) In the event of a vacancy in the position of two (2) Trustees for any reason, the remaining Trustee and the Trust Protector shall, after consultation, jointly appoint two (2) successor Trustees, both of whom shall each be acceptable to both of the remaining Trustee and the Trust Protector. In the event the remaining Trustee and the Trust Protector cannot agree on two (2) successor Trustees, the selection of two (2) successor Trustees shall be resolved in accordance with the dispute resolution provisions of Section 6.14.
- (iii) In the event of a vacancy in the position of three (3) Trustees for any reason, the Trust Protector shall recommend three (3) successor Trustees for the Delaware Court of Chancery to appoint and any costs relating thereto shall be borne by TAFT.
- (iv) Notice of the appointment of any successor Trustee(s) shall be filed with the Bankruptcy Court and shall be published on the Tribal Opioid Abatement Website when it is filed with the Bankruptcy Court.
- (v) In filling any vacancy in the position of one or more Trustees, the remaining Trustee(s) and/or the Trust Protector shall apply the following standard to any successor Trustee: the successor Trustee shall be a disinterested, independent individual with experience in one or more of the following areas: public policy/public health, tribal health or welfare, tribal self-determination, administration or self-governance, other tribal affairs, ethics and compliance, finance, general business and/or corporate governance.
- (vi) Immediately upon the appointment of any successor Trustee(s), all rights, titles, duties, powers and authority of the predecessor Trustee(s) hereunder shall be vested in, and undertaken by, the successor Trustee(s) without any further act. No successor Trustee(s) shall be liable personally for any act or omission of his or her predecessor Trustee. No successor Trustee shall have any duty to investigate the acts or omissions of his or her predecessor Trustee.

(c) **Resignation or Removal.** A Trustee may resign by giving written notice to either of the other Trustees and the trustees of the Master Disbursement Trust. Such notice shall specify a date when such resignation shall take effect, which, except in the case of incapacity or disability, shall not be less than ninety (90) days after the date such notice is given, where practicable. A Trustee may be removed by unanimous vote of the remaining Trustees in the event that he or she becomes unable to discharge his or her duties hereunder due to accident, physical deterioration, mental incompetence or for other good cause, provided such Trustee has received

reasonable notice and an opportunity to be heard by the remaining Trustees. Other good cause shall mean fraud, self-dealing, intentional misrepresentation, willful misconduct, indictment for or conviction of a felony in each case whether or not connected to TAFT, any substantial failure to comply with the administration of TAFT or a consistent pattern of neglect and failure to perform or participate in performing the duties of a Trustee hereunder. For the avoidance of doubt, any removal of a Trustee pursuant to this Section 5.2(c) shall require the approval of the Bankruptcy Court and shall take effect at such time as the Bankruptcy Court shall determine.

Section 5.3 Trustee Meetings.

(a) **Regular Meetings.** The Trustees shall hold regular meetings not less than quarterly, which may be held without notice at such times and at such places as may be determined from time to time by the Trustees. For the avoidance of doubt, the Delaware Trustee shall not be required or permitted to attend any meetings of the Trustees contemplated by this Section 5.3.

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

(c) **Action and Quorum.** In all matters pertaining to the affairs of TAFT, the Trustees shall act by a vote of a majority of the number of Trustees then in office, which such majority shall constitute a quorum of the Trustees for the transaction of business, except to adjourn as provided in Section 5.3(f).

(d) **Participation in Meetings by Telephone Conference.** Trustees may participate in a meeting of the Trustees by conference telephone or similar communications equipment (which shall include virtual meetings via video conferencing software), as long as all Trustees participating in such meeting can hear one another. Participation by a Trustee in a meeting pursuant to this Section 5.3(d) shall constitute presence in person at such meeting.

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

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

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

Section 5.4 Compensation and Expenses of Trustees. The Trustees shall receive compensation from TAFT for their services as Trustees.⁵ TAFT shall also, upon receipt of appropriate documentation, reimburse all reasonable out-of-pocket costs and expenses incurred by each Trustee in the course of carrying out their duties as Trustees in accordance with reasonable policies and procedures as may be adopted from time to time, including in connection with attending meetings of the Trustees. The amounts paid to the Trustees for compensation and expenses shall be disclosed in the Annual Report.

Section 5.5 Trustees’ Independence.

(a) The Trustees shall not, during their service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for Debtors, their affiliated persons, any Creditor Trust (other than TAFT) or any Released Parties, although the Trustees shall continue to serve as managers of TOAF LLC. No Trustee shall act as an attorney for any Tribe in a matter that (i) directly or indirectly relates to claims arising from the use of opioids by any person, or (ii) is directly adverse to the claims of another Tribe.

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

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

Section 5.6 Standard of Care; Exculpation.

(a) As used herein, the term “**Trust Indemnified Party**” shall mean each Trustee, the Delaware Trustee, the Trust Protector, and each of their respective members, officers,

⁵ Trustee compensation TBD.

employees, agents, consultants, lawyers, advisors or professionals (collectively, the “**Trust Indemnified Parties**”).

(b) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall not have or incur any liability for actions taken or omitted in their capacity as Trust Indemnified Parties, or on behalf of TAFT, except those acts found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud, and shall be entitled to indemnification and reimbursement for reasonable fees and expenses in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of TAFT, 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 TAFT Agreement (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from TAFT.

(c) To the extent that, at law or in equity, the Trust Indemnified Parties have duties (including fiduciary duties) or liability related thereto, to TAFT or the Tribe Beneficiaries, it is hereby understood and agreed by the parties hereto and the Tribe Beneficiaries that such duties and liabilities are eliminated to the fullest extent permitted by applicable law, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trust Indemnified Parties; provided, however, that the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to this Section 5.6 and its subparts.

(d) TAFT will maintain appropriate insurance coverage for the protection of the Trust Indemnified Parties as determined by the Trustees in their discretion.

Section 5.7 Protective Provisions.

(a) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to Trust Indemnified Parties shall be subject to the provisions of this Section 5.7.

(b) In the event the Trustees retain counsel (including, at the expense of TAFT), the Trustees shall be afforded the benefit of the attorney-client privilege with respect to all communications with such counsel, and in no event shall the Trustees be deemed to have waived any right or privilege including, without limitation, the attorney-client privilege even if the communications with counsel had the effect of guiding the Trustees in the performance of duties hereunder. A successor to any of the Trustees shall succeed to and hold the same respective rights and benefits of the predecessor for purposes of privilege, including the attorney-client privilege. No Tribe Beneficiary or other party may raise any exception to the attorney-client privilege discussed herein as any such exceptions are hereby waived by all parties.

(c) To the extent that, at law or in equity, the Trustees have duties (including fiduciary duties) and liabilities relating hereto, to TAFT or to the Tribe Beneficiaries, it is hereby understood and agreed by the Parties and the Tribe Beneficiaries that such duties and liabilities are

eliminated to the fullest extent permitted by applicable law, including Section 3806 of the Act, and replaced by the duties and liabilities expressly set forth in this Trust Agreement with respect to the Trustees; provided, however, that the duties of care and loyalty are not eliminated but are limited and subject to the terms of this Trust Agreement, including but not limited to Section 5.6 herein.

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

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

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

Section 5.8 Indemnification.

(a) To the maximum extent permitted by applicable law, the Trust Indemnified Parties shall be entitled to indemnification and reimbursement for reasonable fees and expenses (including attorneys' fees and costs but excluding taxes in the nature of income taxes imposed on compensation paid to the Trust Indemnified Parties) in defending any and all of their actions or inactions in their capacity as Trust Indemnified Parties, or on behalf of TAFT, and for any other liabilities, losses, damages, claims, costs and expenses arising out of or due to the implementation or administration of the Plan (other than taxes in the nature of income taxes imposed on compensation paid to such persons), in each case, except for any actions or inactions found by Final Order to be arising out of their willful misconduct, bad faith, gross negligence or fraud. Any valid indemnification claim of any of the Trust Indemnified Parties shall be satisfied from TAFT.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Trust Indemnified Parties in connection with any action, suit or proceeding, whether civil, administrative or arbitrative, from which they are indemnified by TAFT shall be paid by TAFT in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Trust Indemnified Parties, to repay such amount in the event that it shall be determined ultimately by Final Order of the Bankruptcy Court that the Trust Indemnified Parties or any other potential indemnitee are not entitled to be indemnified by TAFT.

(c) The Trustees shall purchase and maintain appropriate amounts and types of insurance on behalf of the Trust Indemnified Parties, as determined by the Trustees, which may include liability asserted against or incurred by such individual in that capacity or arising from his

or her status as a Trust Indemnified Party, and/or as an employee, agent, lawyer, advisor or consultant of any such person.

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

(e) The rights to indemnification hereunder are not exclusive of other rights which any Trust Indemnified Party may otherwise have at law or in equity, including common law rights to indemnification or contribution.

Section 5.9 Bond. The Trustees and the Delaware Trustee shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

Section 5.10 Delaware Trustee.

(a) There shall at all times be a Delaware Trustee. The Delaware Trustee shall either be (i) a natural person who is at least twenty-one (21) years of age and a resident of the State of Delaware or (ii) a legal entity that has its principal place of business in the State of Delaware, otherwise meets the requirements of applicable Delaware law to be eligible to serve as the Delaware Trustee, and shall act through one or more persons authorized to bind such entity. If at any time the Delaware Trustee shall cease to be eligible in accordance with the provisions of this Section 5.10, it shall resign immediately in the manner and with the effect hereinafter specified in Section 5.10(c) below. For the avoidance of doubt, the Delaware Trustee will only have such rights, duties and obligations as expressly provided by reference to the Delaware Trustee hereunder. The Trustees shall have no liability for the acts or omissions of any Delaware Trustee.

(b) The Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities of the Trustees set forth herein. The Delaware Trustee shall be a trustee of TAFT for the sole and limited purpose of fulfilling the requirements of Section 3807(a) of the Act and for taking such actions as are required to be taken by a Delaware Trustee under the Act. The duties (including fiduciary duties), liabilities and obligations of the Delaware Trustee shall be limited to accepting legal process served on TAFT in the State of Delaware and the execution of any certificates required to be filed with the Secretary of State of the State of Delaware that the Delaware Trustee is required to execute under Section 3811 of the Act. There shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Delaware Trustee. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating to TAFT or the Tribe Beneficiaries, such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Trust Agreement. The Delaware Trustee shall have no liability for the acts or omissions of any Trustee. Any permissive rights of the Delaware Trustee

to do things enumerated in this Trust Agreement shall not be construed as a duty and, with respect to any such permissive rights, the Delaware Trustee shall not be answerable for other than its willful misconduct, bad faith or fraud. The Delaware Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of the Trustees or any other person pursuant to the provisions of this Trust Agreement unless the Trustees or such other person shall have offered to the Delaware Trustee security or indemnity (satisfactory to the Delaware Trustee in its discretion) against the costs, expenses and liabilities that may be incurred by it in compliance with such request or direction. The Delaware Trustee shall be entitled to request and receive written instructions from the Trustees and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Delaware Trustee in accordance with the written direction of the Trustees. The Delaware Trustee may, at the expense of TAFT, request, rely on and act in accordance with officer's certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such officer's certificates and opinions of counsel.

(c) The Delaware Trustee shall serve until such time as the Trustees remove the Delaware Trustee or the Delaware Trustee resigns and a successor Delaware Trustee is appointed by the Trustees in accordance with the terms of Section 5.10(d) below. The Delaware Trustee may resign at any time upon the giving of at least sixty (60) days' advance written notice to the Trustees; provided that such resignation shall not become effective unless and until a successor Delaware Trustee shall have been appointed by the Trustees in accordance with Section 5.10(d) below, provided further that if any amounts due and owing to the Delaware Trustee hereunder remain unpaid for more than ninety (90) days, the Delaware Trustee shall be entitled to resign immediately by giving written notice to the Trustees. If the Trustees do not act within such sixty (60) day period, the Delaware Trustee, at the expense of TAFT, may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction for the appointment of a successor Delaware Trustee.

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

(e) Notwithstanding anything herein to the contrary, any business entity into which the Delaware Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which the Delaware Trustee

shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor of the Delaware Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

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

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

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

Section 5.11 Meeting Minutes; Rights of Inspection.

(a) The minutes of proceedings of the Trustees shall be kept in written form (which may be electronic) at such place or places designated by the Trustees, or, in the absence of such designation, at the principal office of TAFT.

(b) Every Trustee shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of TAFT.

Section 5.12 Trust Protector

(a) Notwithstanding any other provision of this Trust Agreement, there shall at all times be one Trust Protector (the “**Trust Protector**”) to serve in accordance with the provisions of this Section 5.12. The Trust Protector shall be a Trust Indemnified Party. The initial Trust Protector shall be Stacy Leeds.

(b) Any Trust Protector acting hereunder may resign at any time (i) by delivering written notice thereof to the Trustees then serving; provided that notice to one Trustee shall constitute notice to all Trustees then serving, or (ii) if there are no Trustees then serving, by delivering written notice to the Delaware Trustee.

(c) A Trust Protector may be removed for good reason upon the unanimous consent of three (3) Trustees then serving; provided, however, if there are less than three (3) Trustees then serving, the Trust Protector shall not be removed except upon order of the Bankruptcy Court. If a vacancy in the position of Trust Protector exists for any reason, the Trustees may, upon unanimous consent of the Trustees then serving, appoint a new Trust Protector. If the Trustees do not appoint a new Trust Protector within thirty (30) days, then the Trustees shall petition the Delaware Court of Chancery to appoint a successor Trust Protector to serve and any costs relating to the petition shall be borne by TAFT; provided, however, that if there are no Trustees serving at the time of the Trust Protector vacancy, then the Delaware Trustee shall petition the Delaware Court of Chancery as provided above. At no time may the Settlers or any party related to the Settlers or their affiliates be eligible to serve as Trust Protector. A vacancy in the position of Trust Protector shall not limit the Trustees from exercising any powers afforded them under the Trust Documents.

(d) The Trust Protector shall have only the authority set forth in Section 5.2(b), which authority may not be expanded by an amendment or modification of this Trust Agreement.

(e) The Trust Protector shall exercise the Trust Protector’s authority in a fiduciary capacity and in a way that the Trust Protector reasonably believes to be in accordance with the purposes of this Trust Agreement. The Trust Protector shall not be under any duty to inquire into or ensure the performance by the Trustees of their duties and shall not be liable for any loss to such trust (unless such loss results from actions in bad faith or the willful misconduct of the Trust Protector).

(f) The Trustees shall have no liability for the selection of, or exercise of authority by, the Trust Protector.

(g) The Trust Protector shall be entitled to:

- (i) receive reasonable compensation and reimbursement for reasonable expenses for serving as Trust Protector;
- (ii) retain advisors to advise and assist in carrying out the duties of the Trust Protector and the costs thereof shall be borne by TAFT; and

- (iii) receive and review minutes of the meetings or other actions of the Trustees, but only at such time as the Trust Protector is required to act pursuant to Section 5.2(b).

ARTICLE 6

GENERAL PROVISIONS

Section 6.1 Irrevocability. To the fullest extent permitted by applicable law, TAFT is irrevocable. The Settlers shall not (i) retain any ownership or residual interest whatsoever with respect to any Trust Assets, including, but not limited to, the funds transferred to fund TAFT, and (ii) have any rights or role with respect to the management or operation of TAFT, or the Trustees' administration of TAFT.

Section 6.2 Term; Termination.

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

(b) TAFT shall automatically dissolve as soon as practicable but no later than ninety (90) days after the date on which the Bankruptcy Court approves the dissolution upon the satisfaction of the purposes of TAFT, wherein (i) all reasonably expected assets have been collected by TAFT, (ii) all Abatement Distributions have been made to the extent set forth in the Tribe TDP, (iii) necessary arrangements and reserves have been made to discharge all anticipated remaining TAFT obligations and TAFT Operating Expenses in a manner consistent with the Trust Documents, and (iv) a final accounting has been filed and approved by the Bankruptcy Court (the "Dissolution Date").

(c) On the Dissolution Date or as soon as reasonably practicable thereafter, after the wind-up of TAFT's affairs by the Trustees and payment of all of TAFT's liabilities have been provided for as required by applicable law including Section 3808 of the Act, all monies remaining in TAFT shall be distributed to the Tribe Beneficiaries in accordance with the Tribe TDP, except as otherwise provided in Section 4.2(e). Notwithstanding any contrary provision of the Plan and related documents, including this Trust Agreement, this Section 6.2(c) cannot be modified or amended.

(d) Following the dissolution and distribution of the assets of TAFT, TAFT shall terminate, and the Trustees, or any one of them, shall execute and cause a Certificate of Cancellation of the Certificate of Trust of TAFT to be filed in accordance with the Act. Notwithstanding anything to the contrary contained in this Trust Agreement, the existence of TAFT as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

Section 6.3 Taxes.

(a) TAFT is intended to qualify as a "qualified settlement fund" within the meaning of Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the IRC (the "**QSF Regulations**"), and, to the extent permitted under applicable law, for state and local income tax purposes. Notwithstanding anything to the contrary herein, no provision in

this Trust Agreement or the Tribe TDP shall be construed or implemented in a manner that would cause TAFT to fail to qualify as a Qualified Settlement Fund within the meanings of the QSF Regulations.

(b) The Managing Trustee shall be the “administrator” of TAFT within the meaning of Treasury Regulation Section 1.468B-2(k)(3) and, in such capacity, such administrator shall (i) prepare and timely file, or cause to be prepared and timely filed, such income tax and other tax returns and statements required to be filed and shall timely pay all taxes required to be paid by TAFT out of the Trust Assets, which assets may be sold by the Trustees to the extent necessary to satisfy tax liabilities of TAFT, and (ii) comply with all applicable tax reporting and withholding obligations.

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

Section 6.4 Modification.

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

(b) Notwithstanding anything set forth in this Trust Agreement to the contrary, none of this Trust Agreement, nor any document related thereto shall be modified or amended in any way that could jeopardize or impair (i) the applicability of Section 105 of the Bankruptcy Code to the Plan and the Confirmation Order, (ii) the efficacy or enforceability of the Channeling Injunction or any other injunction or release issued or granted in connection with the Plan and

Confirmation Order, (iii) TAFT's status as a qualified settlement fund within the meaning of the QSF Regulations, (iv) the rights, duties, liabilities and obligations of the Delaware Trustee without the written consent of the Delaware Trustee, or (v) the Plan or the Confirmation Order.

Section 6.5 Communications. The Trustees shall establish and maintain the Tribal Opioid Abatement Portal (or other means of communication approved by the Trustees) so as to (i) enable each Tribe Beneficiary to deliver the required documentation under the Beneficiary Abatement Use Reports in an electronic format; (ii) enable secure communications between the Trustees and each Tribe Beneficiary; and (iii) provide each Tribe Beneficiary with access to its own secure electronic data folder.

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

Section 6.7 Notices.

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

To the Trustees:

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

To the Delaware Trustee:

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

To the Trust Protector:

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

To the Settlers' Representative:

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

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

Section 6.8 Successors and Assigns. The provisions of this Trust Agreement shall be binding upon and inure to the benefit of TAFT, the Trustees, the Delaware Trustee and their respective successors and assigns, except that none of such persons may assign or otherwise transfer any of its, or their rights or obligations under this Trust Agreement except, in the case of the Trustees, as contemplated by Sections 2.1 and 5.2 above, and in the case of the Delaware Trustee, as contemplated by Section 5.10 above.

Section 6.9 Limitation on Transferability; Tribe Beneficiaries' Interests. Tribe Beneficiaries' interests in TAFT shall not (a) be assigned, conveyed, hypothecated, pledged or otherwise transferred, voluntarily or involuntarily, directly or indirectly, and any purported assignment, conveyance, pledge or transfer shall be null and void *ab initio*; provided, however, that nothing set forth in this Trust Agreement shall be deemed to preclude Tribe Beneficiaries from aggregating their Abatement Distributions or otherwise directing their Abatement Distributions for common Approved Tribal Opioid Abatement Uses (as defined in Exhibit 4) and/or common Tribal Abatement Strategies (as defined in Schedule D of Exhibit 4); (b) be evidenced by a certificate or other instrument; (c) possess any voting rights; (d) give rise to any right or rights to participate in the management or administration of TAFT or the Trust Assets; (e) entitle the holders thereof to seek the removal or replacement of a Trustee, whether by petition to the Bankruptcy Court or any other court or otherwise; (f) entitle the holders thereof to receive any interest on Abatement Distributions; nor (g) give rise to any rights to seek a partition or division of the Trust Assets. In accordance with the Act, Tribe Beneficiaries shall have no interest of any kind in any of the Trust Assets; rather, Tribe Beneficiaries shall have an undivided beneficial interest only in cash assets of TAFT but only to the extent such cash assets are declared by the Trustees to be distributable as Abatement Distributions in accordance with the Trust Documents. For the avoidance of doubt, Tribe Beneficiaries shall only have such rights as expressly set forth in this Trust Agreement; provided, however, this sentence shall not to apply to the rights expressly set forth in the Tribe Opioid LLC Operating Agreement.

Section 6.10 Exemption from Registration. The Parties hereto intend that the rights of the Tribe Beneficiaries arising under this Trust Agreement shall not be "securities" under applicable laws, but none of the Parties hereto represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws. If it should be determined that any such interests constitute "securities," the Parties hereto intend that the exemption provisions of Section 1145 of the Bankruptcy Code will be satisfied and the offer and sale under the Plan of the beneficial interests in TAFT will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations.

Section 6.11 Entire Agreement; No Waiver. The entire agreement of the parties relating to the subject matter of this Trust Agreement is contained herein and in the documents referred to herein, and this Trust Agreement and such documents supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any

single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

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

Section 6.13 Governing Law. This Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflicts of law provisions thereof which would purport to apply the law of any other jurisdiction. For the avoidance of doubt, none of the following provisions of Delaware law shall apply to the extent inconsistent with the terms of the Trust Documents: (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges, (b) affirmative requirements to post bonds for trustees, officers, agents or employees of a trust, (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of property, (d) fees or other sums payable to trustees, officers, agents or employees of a trust, (e) the allocation of receipts and expenditures to income or principal, (f) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding of trust assets, (g) the existence of rights or interests (beneficial or otherwise) in trust assets, (h) the ability of beneficial owners or other persons to terminate or dissolve a trust, and (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Trustees, set forth or referenced in this Trust Agreement. Section 3540 of Title 12 the Act shall not apply to the Trust.

Section 6.14 Dispute Resolution.

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

(b) **Informal Dispute Resolution.** Any dispute under this Trust Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when a disputing party sends to the counterparty or counterparties a written notice of dispute (“**Notice of Dispute**”). Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed thirty (30) days from the date the Notice of Dispute is received by the counterparty or counterparties, unless that period is modified by written agreement of the disputing party and counterparty or counterparties. If the disputing party and the counterparty or counterparties cannot resolve the dispute by informal negotiations, then the disputing party may invoke the formal dispute resolution procedures as set forth below.

(c) **Formal Dispute Resolution.** The disputing party shall invoke formal dispute resolution procedures, within the time period provided in the preceding subparagraph, by serving on the counterparty or counterparties a written statement of position regarding the matter in dispute (“**Statement of Position**”). The Statement of Position shall include, but need not be

limited to, any factual data, analysis or opinion supporting the disputing party's position and any supporting documentation and legal authorities relied upon by the disputing party. Each counterparty shall serve its Statement of Position within thirty (30) days of receipt of the disputing party's Statement of Position, which shall also include, but need not be limited to, any factual data, analysis or opinion supporting the counterparty's position and any supporting documentation and legal authorities relied upon by the counterparty. If the disputing party and the counterparty or counterparties are unable to consensually resolve the dispute within thirty (30) days after the last of all counterparties have served its Statement of Position on the disputing party, the disputing party may file with the Bankruptcy Court a motion for judicial review of the dispute in accordance with Section 6.14(d).

(d) **Judicial Review.** The disputing party may seek judicial review of the dispute by filing with the Bankruptcy Court (or, if the Bankruptcy Court shall not have jurisdiction over any dispute, such court as has jurisdiction under Section 1.6) and serving on the counterparty or counterparties and the Trustees, a motion requesting judicial resolution of the dispute. The motion must be filed within forty-five (45) days of receipt of the last counterparty's Statement of Position pursuant to the preceding subparagraph. The motion shall contain a written statement of the disputing party's position on the matter in dispute, including any supporting factual data, analysis, opinion, documentation and legal authorities, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly administration of TAFT. Each counterparty shall respond to the motion within the time period allowed by the rules of the court, and the disputing party may file a reply memorandum, to the extent permitted by the rules of the court.

Section 6.15 Sovereign Immunity. Nothing set forth in the Trust Documents shall be construed as a waiver of a claim of sovereign immunity in any dispute resolution, action or proceeding, including without limitation, any dispute resolution, action or proceeding occurring after the Effective Date.

Section 6.16 Effectiveness. This Trust Agreement shall not become effective until the Effective Date of the Plan and this Trust Agreement has been executed and delivered by all the parties hereto.

Section 6.17 Counterpart Signatures. This Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument. A signed copy of this Trust Agreement or any amendment hereto delivered by facsimile, email or other means of Electronic Transmission shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Remainder of Page Intentionally Left Blank]

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

[SETTLORS]

Kevin K. Washburn, as Trustee

Mary L. Smith, as Trustee

Kathy Hopinkah Hannan, as Trustee

[DELAWARE TRUSTEE]

Stacy Leeds, as Trust Protector

[Signature Page to TAFT Agreement]

EXHIBIT 1

TAFT ASSETS

EXHIBIT 2

FORM OF CERTIFICATE OF TRUST OF THE TRIBAL ABATEMENT FUND TRUST

This Certificate of Trust of the TRIBAL ABATEMENT FUND TRUST (the “*Trust*”) is being duly executed and filed by the undersigned trustees of the Trust, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. Code § 3801 *et seq.*) (the “*Act*”).

1. Name. The name of the statutory trust formed hereby is:

TRIBAL ABATEMENT FUND TRUST

2. Delaware Trustee. The name and business address of the Delaware Trustee of the Trust in the State of Delaware is:

3. Effective Date. This Certificate of Trust shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned, being all of the trustees of the Trust, have duly executed this Certificate of Trust in accordance with Section 3811(a) of the Act.

TRUSTEES: _____ in his/her capacity as Trustee and not individually. _____ in his/her capacity as Trustee and not individually. _____ in his/her capacity as Trustee and not individually.	DELAWARE TRUSTEE: By: _____ Name: _____ Title: _____
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EXHIBIT 3

INVESTMENT GUIDELINES

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

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

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

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

EXHIBIT 4

TRIBE TRUST DISTRIBUTION PROCEDURES

EXHIBIT E

EXHIBIT E

Tribal Participation Form **Payment Parties Direct Settlement**

Tribal Entity:
Authorized Official:
Address 1:
Address 2:
City, State, Zip:
Phone:
Email:

The tribal entity identified above (“**Tribe**”), in order to obtain and in consideration for the benefits provided to the Tribe pursuant to the Tribal Settlement Agreement identified in Paragraph 13 below, and acting through the undersigned authorized official, is or may be an “Eligible Entity” as defined by the Payment Parties Direct Settlement, and hereby elects to participate in the Payment Parties Direct Settlement as a “Participating Tribe” as defined by the Payment Parties Direct Settlement, release all Released Claims against all Released Entities in the Payment Parties Direct Settlement, and agrees as follows.

1. The Tribe is aware of and has reviewed all of the Payment Parties Direct Settlement identified in Paragraph 13 below, understands that all terms in this Tribal Participation Form (“**Form**”) have the meanings defined therein, and agrees that by this Form, the Tribe elects to participate in the Payment Parties Direct Settlement set forth in Paragraph 13 below and become a Participating Tribe as provided therein.
2. The Tribe agrees to the terms of the Payment Parties Direct Settlement pertaining to Tribes as defined therein.
3. By agreeing to the terms of the Payment Parties Direct Settlement and becoming a Releasor, the Tribe is entitled to the benefits provided therein, including, if applicable, monetary payments and Settlement Product beginning after the Effective Date.
4. The Tribe agrees to use any monies it receives through the Payment Parties Direct Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Tribe agrees that, pursuant to the Payment Parties Direct Settlement, Special Master David Cohen as Tribal Allocation Appointee has determined the final inter-tribal allocation according to the terms of the Payment Parties Direct Settlement.
6. The Tribe agrees that any disputes arising out of the Payment Parties Direct Settlement shall be heard before Special Master David Cohen as the arbitrator designated by the parties in the Payment Parties Direct Settlement to resolve disputes through binding arbitration.

7. The Tribe has the right to enforce the Payment Parties Direct Settlement as provided therein.
8. The Tribe, as a Participating Tribe, and its Releasors (as defined in the following sentence) hereby becomes a Releasor for all purposes under the Payment Parties Direct Settlement, including but not limited to all provisions of Section II (Release). The term “Releasor” means: (1) the Tribe; and (2) without limitation and to the maximum extent of the power of the Tribe to release Claims, (a) the Tribe’s departments, agencies, divisions, boards, commissions, subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their 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, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, sheriffs and law enforcement districts, emergency services districts, school districts, healthcare districts, hospital districts, library districts, coroner’s offices, public transportation authorities, and other special districts, of the Tribe, including those with the regulatory authority to enforce tribal controlled substances acts or the authority to bring Claims related to Covered Conduct seeking money (including abatement or remediation and/or restitution) or revoke pharmaceutical licenses, within the territory governed by the Tribe, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief, including but not limited to fines, penalties, or punitive damages, on behalf of or generally applicable to the general public with respect to the Tribe. 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 Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Releasors would have presently or in the future been legally entitled to assert in their 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 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 Tribe (on its own behalf and on behalf of its Releasors) hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the Payment Parties Direct Settlement in any forum whatsoever. The release provided for in the Payment Parties Direct Settlement are intended by the Parties to be as broad as possible and shall be interpreted so as to give the Released Entities in the Payment Parties Direct Settlement the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release its Claims. The releases shall be a complete bar to any Released Claim.
10. To the maximum extent of each Releasor'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 Releasors.
11. Each Releasor hereby takes on all rights and obligations of a Participating Tribe as set forth in the Payment Parties Direct Settlement.
12. In connection with the releases provided for in the Payment Parties Direct Settlement, the Tribe (on its own behalf and on behalf of its Releasors) 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 tribal 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.
13. The Tribe 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 the Tribe (on its own behalf and on behalf of its Releasors) 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 Tribe's decision to enter into Payment Parties Direct Settlement or the Tribe's decision to participate in the Payment Parties Direct Settlement.
14. Within 30 days of signing the Tribal Participation Form, and prior to the Effective Date set forth in the Payment Parties Direct Settlement, the Tribe shall cease all litigation activity as to each of the Shareholder Released Parties identified in the Payment Parties Direct Settlement and provide to Special Master Cohen and his TLC designee a dismissal with prejudice of any Released Claims that it has filed. Upon the Effective Date, the with-prejudice dismissals shall be provided to the relevant Shareholder Released Parties pursuant to the terms of the Payment Parties Direct Settlement with a stipulation for filing.

15. Except with respect to the portions hereof relating to the release of, or bar against, liability, nothing herein is intended to modify in any way the terms of the Payment Parties Direct Settlement, to which Tribe hereby agrees. To the extent any portion of this Form not relating to the release of, or bar against, liability is interpreted differently from the Payment Parties Direct Settlement in any respect, the Payment Parties Direct Settlement controls.
16. The Tribe hereby ELECTS TO PARTICIPATE in the following Payment Parties Direct Settlement as a Participating Tribe for which it is an Eligible Entity pursuant to the terms of Payment Parties Direct Settlement Agreement:
- a. Settlement Agreement for _____, dated _____, 2025.**

I have all necessary power and authorization to execute this Form on behalf of the Tribe and on behalf of the Tribe's Releasors.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

[Reserved]

EXHIBIT G

Exhibit G
Payment Schedule²

A	B	C	D	E	F
Payment	Maximum Annual Tribal Payment Amount	Maximum Annual Remediation Payment (i.e., 91.5% of Column B)	Maximum Annual Fees Payment (i.e., 8.5% of Column B)	Portion of Annual Fees Payment Allocated to Contingency Fee Fund (40% of Column D)	Portion of Annual Fees Payment Allocated to Common Benefit Fund (60% of Column D)
Payment Date 1	\$15,384,730.61	\$14,077,028.51	\$1,307,702.10	\$523,080.84	\$784,621.26
Payment Date 2	\$9,426,992.57	\$8,625,698.20	\$801,294.37	\$320,517.75	\$480,776.62
Payment Date 3	\$11,076,992.57	\$10,135,448.20	\$941,544.37	\$376,617.75	\$564,926.62
Payment Date 4	\$9,157,500.00	\$8,379,112.50	\$778,387.50	\$311,355.00	\$467,032.50
Payment Date 5	\$5,680,812.50	\$5,197,943.44	\$482,869.06	\$193,147.63	\$289,721.44
Payment Date 6	\$3,981,312.50	\$3,642,900.94	\$338,411.56	\$135,364.63	\$203,046.94
Payment Date 7	\$4,184,812.50	\$3,829,103.44	\$355,709.06	\$142,283.63	\$213,425.44
Payment Date 8	\$4,184,812.50	\$3,829,103.44	\$355,709.06	\$142,283.63	\$213,425.44
Payment Date 9	\$4,184,812.50	\$3,829,103.44	\$355,709.06	\$142,283.63	\$213,425.44
Payment Date 10	\$5,207,812.50	\$4,765,148.44	\$442,664.06	\$177,065.63	\$265,598.44
Payment Date 11	\$5,207,812.50	\$4,765,148.44	\$442,664.06	\$177,065.63	\$265,598.44
Payment Date 12	\$5,207,812.50	\$4,765,148.44	\$442,664.06	\$177,065.63	\$265,598.44
Payment Date 13	\$5,207,812.50	\$4,765,148.44	\$442,664.06	\$177,065.63	\$265,598.44
Payment Date 14	\$10,281,562.50	\$9,407,629.69	\$873,932.81	\$349,573.13	\$524,359.69
Payment Date 15	\$10,281,562.50	\$9,407,629.69	\$873,932.81	\$349,573.13	\$524,359.69
Payment Date 16	\$10,281,562.50	\$9,407,629.69	\$873,932.81	\$349,573.13	\$524,359.69
Total	\$118,938,715.74	\$108,828,924.90	\$10,109,790.84	\$4,043,916.34	\$6,065,874.50

² This table was recreated using information from Column H (Tribal Direct Payments) in Exhibit M-2 of the Master Settlement Agreement. All figures shown in Column B are the maximum scheduled amounts payable by each Payment Group and Payment Date pursuant to this Agreement (i.e., without any reductions or adjustments), subject in all cases to the Agreement, the Master Settlement Agreement and the Plan. The amounts in Columns C-F are not incremental additional payments, but rather are components of the amounts in Column B (for each Payment Date, the sum of the amounts in Columns E and F equals the amount in Column D; and the sum of the amounts in Columns C and D equals the amount in Column B).