ALLERGAN RHODE ISLAND STATEWIDE OPIOID SETTLEMENT AGREEMENT

I. OVERVIEW

This Allergan Rhode Island Statewide Opioid Settlement Agreement ("Agreement") sets forth the terms and conditions of a settlement agreement between and among the State of Rhode Island, for itself and other Releasors (including all Rhode Island Participating Subdivisions), and Allergan (collectively, "the Parties") to resolve opioid-related Claims against Allergan and the other Released Entities.

The Parties have agreed to the below terms for the sole purpose of settlement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, regulation, or ordinance, or of any other matter of fact or law, or of any fault, liability, or wrongdoing, all of which Allergan and the other Released Entities expressly deny. Neither Allergan nor any other Released Entity admits that it caused or contributed to any public nuisance, and neither Allergan nor any other Released Entity admits any wrongdoing that was or could have been alleged by any Releasor. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Allergan or any other Released Entity. No part of this Agreement is intended for use by any Third Party for any purpose, including submission to any court for any purpose.

II. DEFINITIONS

A. "*Affiliated Companies*" (1) when used with respect to AbbVie Inc. ("AbbVie") shall mean all of the entities listed in Exhibit A; (2) when used with respect to Allergan shall mean all of the entities listed in Exhibit B; and (3) additionally shall include other entities owned now or in the past either wholly or partially and either directly or indirectly by either AbbVie or Allergan and/or each of their respective past parents, but only to the extent those other entities played any role relating to Covered Conduct, Opioid Products, and/or Released Claims during the period when they were owned either wholly or partially and either directly or indirectly by either AbbVie or Allergan and/or each of their respective past parents. The Parties intend this definition to cover each and every entity that is now or was ever part of AbbVie and/or Allergan and/or each of their past parents' corporate families to the extent they ever played any role relating to Covered Conduct, Opioid Products, and/or Released Claims.

B. "*Agreement*" means this agreement together with the exhibits thereto.

C. "*Allergan*" means Allergan Finance, LLC (f/k/a Actavis, Inc., which, in turn, was f/k/a Watson Pharmaceuticals, Inc.) and Allergan Limited (f/k/a Allergan plc, which, in turn, was f/k/a Actavis plc). For the avoidance of doubt, Allergan does not include Teva Pharmaceuticals Industries Ltd. ("Teva Ltd."), Teva Pharmaceuticals USA, Inc. ("Teva USA"), Cephalon, Inc. ("Cephalon"), Actavis LLC (f/k/a Actavis Inc.) ("Actavis LLC"), Watson Laboratories, Inc. ("Watson"), Actavis Pharma, Inc. (f/k/a Watson Pharma, Inc.) ("Actavis Pharma"), Actavis

Elizabeth LLC ("Actavis Elizabeth"), Actavis Kadian LLC ("Actavis Kadian"), Actavis Laboratories FL, Inc. (f/k/a Watson Laboratories, Inc. - Florida) ("Actavis Labs FL"), Actavis Laboratories UT, Inc. (f/k/a Watson Laboratories, Inc. - Utah) ("Actavis Labs UT"), Actavis Mid Atlantic LLC ("Actavis Mid"), Actavis South Atlantic LLC ("Actavis South"), Actavis Totowa LLC ("Actavis Totowa"), or Anda, Inc. ("Anda").

D. "*Bar*" means either (1) a ruling by the highest court of the State setting forth the general principle that no Subdivisions in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (2) a law barring Subdivisions in the State from maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full). For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payment of the Total Payment, as defined in Section III.A) shall not constitute a Bar. A Bar shall constitute participation by 100% of the State's Subdivisions.

E. "*Claim(s)*" means any past, present, or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative or indemnity claim, request, assessment, charge, covenant, damage, debt, lien, loss, fine, penalty, restitution, reimbursement, disgorgement, expenses, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, including, but not limited to, relating to and arising from the alleged historic or continuing opioid-related overdose, abuse, crisis, epidemic, or injuries, whether legal, equitable, statutory, regulatory, or administrative, whether arising under federal, state, or local common law, statute, regulation, guidance, ordinance, or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen, or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs, or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

F. "*Consent Judgment*" means a consent decree, order, judgment, or similar action.

G. "*Court*" means the Rhode Island Superior Court for Providence County, where the Agreement and the Consent Judgment are presented for approval and/or entry.

H. "*Covered Conduct*" means any and all actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event,

transaction, agreement, service, work, misstatement, misleading statement, or other activity or inactivity of any kind whatsoever from the beginning of time through the date of execution of this Agreement (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity or inactivity of any kind whatsoever) arising from or relating in any way to (1) the discovery, research, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, relabeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating policies or procedures relating to, any Opioid Product, Product, or class of Products, or any system, plan, policy, procedure, or advocacy relating to any Opioid Product, Product, or class of Products, including, but not limited to, any unbranded or branded promotion, marketing, or advertising, Unbranded Information, patient support or assistance, educational programs, consultancy, research, or other programs, campaigns, Lobbying, or grants, sponsorships, charitable donations, or other funding relating to any Opioid Product, Product, or class of Products; (2) the characteristics, properties, risks, or benefits of any Opioid Product, Product, or class of Products; (3) the monitoring, reporting, disclosure, non-monitoring, non-reporting, or non-disclosure to federal, state, or other regulators of orders for any Opioid Product, Product, or class of Products; (4) the purchasing, selling, acquiring, disposing of, selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, repackaging, supplying, distributing, converting, or otherwise engaging in any activity relating to a precursor or component of Opioid Product, Product, or class of Products, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate of Opioid Product, Product, or class of Products; and/or (5) diversion control programs or suspicious order monitoring related to any Opioid Product, Product, or class of Products.

I. "*Divested Actavis Generic Entities*" means Actavis LLC, Watson, Actavis Pharma, Actavis Elizabeth, Actavis Kadian, Actavis Labs FL, Actavis Labs UT, Actavis Mid, Actavis South, and Actavis Totowa.

J. "*Divested Entities*" means those companies listed on Exhibit C, annexed hereto.

K. "*Effective Date*" means the date of entry of a final Consent Judgment.

L. "*Health Care Provider(s)*" means any physician or other health care practitioner who is licensed to provide health care services or to prescribe pharmaceutical medications and any medical facility, practice, hospital, clinic, pharmacy, or any other health facility that provides health care services or prescribes or dispenses pharmaceutical medications.

M. "*In-Kind Support*" means payment or assistance in the form of goods, commodities, services, or anything else of value.

N. "Subdivision Population" means the sum of the population of all Rhode Island Subdivisions.

O. "*Lobby*" and "*Lobbying*" shall have the same meaning as "lobbying activities" and "lobbying contacts" under the federal lobbying disclosure act, 2 U.S.C. § 1602 *et seq.*, and any analogous state or local provisions governing the person or entity being lobbied. As used in this document, "Lobby" and "Lobbying" include Lobbying directly or indirectly, through grantees or Third Parties.

P. "*Opioid(s)*" means all naturally occurring, synthetic, or semisynthetic substances that interact with mu-opioid receptors primarily in the central nervous system and have demonstrated addictive properties.

Q. "*Opioid Product(s)*" means all past, current, and future medications containing Opioids approved by the U.S. Food & Drug Administration ("FDA") and listed by the U.S. Drug Enforcement Agency ("DEA") as Schedule II, III, or IV drugs pursuant to the federal Controlled Substances Act (including but not limited to buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol). The term "Opioid Product(s)" shall not include (1) methadone and other substances when used exclusively to treat opioid abuse, addiction, OUD, or overdose; or (2) raw materials, immediate precursors, and/or active pharmaceutical ingredients ("APIs") used in the manufacture or study of Opioids or Opioid Products, but only when such materials, immediate precursors, and/or APIs are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers. Also, by way of example, the terms "Opioid(s)" and "Opioid Product(s)" shall not include pharmaceutical medications that may relieve pain but not by interacting with mu-opioid receptors primarily in the central nervous system, such as BOTOX®, HUMIRA®, LINZESS®, ORIAHNN®, ORILISSA®, QULIPTA®, RINVOQ®, SAVELLA®, UBRELVY®, or VIBERZI®.

R. "Opioid Remediation" means care, treatment, and other programs and expenditures (including, reimbursement for past programs or expenditures) designed to (1) address the misuse and abuse of Opioid Products; (2) treat or mitigate OUD or related disorders; or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. Exhibit D provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.

S. "*OUD*" means opioid use disorder defined in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM–5)*, as updated or amended.

T. "*Participating Subdivision(s)*" means a Subdivision that signs the Participation Form annexed hereto as Exhibit E and meets the requirements for becoming a Participating Subdivision under Section VII.A.

U. "*Product(s)*" means any chemical substance, 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 substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: (1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and (2) a combination or "cocktail" of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. "Product(s)" includes but is not limited to any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, midazolam, carisoprodol, gabapentin, any variant of these substances, or any similar substance. "Product(s)" also includes any natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence. Further, "Product(s)" includes, but is not limited to, the following: (a) Anexsia, Bancap HC, Combunox, Dilaudid, Duradyne, Esgic with Codeine, Fiorinal with Codeine, Fioricet with Codeine, Kadian, Lorcet, Lorcet Plus, Maxidone, MoxDuo, Norco, Procet, Reprexain, Vicodin, and Vicoprofen, and any type, version, strength, or dosage of the foregoing; and (b) Fentanyl citrate injection, Fentanyl citrate tablet, Fentanyl transdermal, Hydrocodone + acetaminophen, Meperidine hydrochloride injection, Meperidine hydrochloride tablet, Morphine sulfate injection, Morphine sulfate capsule, Morphine sulfate tablet, Oxycodone + acetaminophen, Oxycodone + aspirin, Oxycodone + ibuprofen, Tramadol hydrocholoride, Aspirin + butalbital + caffeine + codeine phosphate, Hydrocodone + acetaminophen, Hydrocodone + ibuprofen, Hydromorphone tablet, Oxycodone + aspirin, Homotropine methylbromide + hydrocodone bitartrate, Oxycodone + acetaminophen, Oxycodone + hydrochloride, Homatropine methylbromide + hydrocodone bitartrate, Morphine sulfate capsule, Morphine sulfate tablet, Oxycodone + acetaminophen, Oxycodone + hydrochloride, Oxycodone + ibuprofen, Oxymorphone tablet, Tramadol hydrochloride, Tramadol hydrochloride, Homatropine methylbromide + hydrocodone bitartrate, Oxymorphone tablet, Fentanyl transdermal, Oxycodone, and Morphine sulfate, and any type, version, strength, or dosage of the foregoing.

V. "*Released Claims*" means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date, whether known or unknown, suspected or unsuspected,

asserted or unasserted, in law or in equity, that Releasors, whether directly, representatively, derivatively, or in any other capacity, have, including all past and present civil, derivative, regulatory, administrative, or any other claims Releasors may have under any applicable state, federal, regulatory, or administrative law or statute relating to any Covered Conduct prior to the Effective Date. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by the State or any of the Subdivisions in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of, or in any way relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or proceedings, or in any comparable action or proceeding brought by the State or any of its Subdivisions, Special Districts, other Rhode Island governmental entities, or other Releasors (whether or not such State, Subdivision, Special District, other Rhode Island governmental entity, or other Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that "Released Claims" be interpreted broadly. For the avoidance of doubt and without limiting the foregoing, Released Claims is also used herein to describe Claims brought or maintained by the State and any Subdivision, Special District, other Rhode Island governmental entity, or other Releasors in the future that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date. This Agreement does not release any Claims that the State has or may have against Released Entities outside of Covered Conduct, including claims based on state or federal antitrust violations.

W. "*Released Entities*" means Allergan and (1) all of Allergan's past and present direct or indirect parents, subsidiaries, divisions, joint ventures, predecessors, successors, affiliates, business units, assigns, agents (all of the foregoing solely in their capacity as such with respect to the Released Claims), and insurers (solely in their role as insurers, if any, with respect to the Released Claims), including, but not limited to, (a) AbbVie and (b) Divested Actavis Generic Entities and other Divested Entities (and their respective past and current parents, subsidiaries, and affiliates, including but not limited to Teva Ltd., Teva USA, and their subsidiaries and affiliates) but solely as to the branded opioid drugs that are Opioid Products or Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and other Divested Entities and the operation of the Divested Actavis Generic Entities and other Divested Entities related to those branded opioid drugs that are Opioid Products or Products before August 2, 2016; (2) the respective past and present direct or indirect parents, subsidiaries, divisions, joint ventures, predecessors, successors, affiliates, business units, assigns, partners, manufacturers, contractors, agents, and insurers (all of the foregoing solely in their capacity as such with respect to the Released Claims) of any of the foregoing in (1), including Abbott Laboratories and Abbott Laboratories Inc.; (3) the respective past and present employees, officers, directors, members, shareholders, partners,

trustees, contractors, consultants, and agents (all of the foregoing solely in their capacity as such with respect to the Released Claims) of any of the foregoing in (1) and (2); and (4) any person or entity to the extent, and only to the extent, that such person or entity may have a Claim based on such person or entity having a business relationship with Allergan or AbbVie and/or any of Allergan or AbbVie's Affiliated Companies, including, but not limited to, for contractual indemnity, equitable or implied indemnity, contribution, comparative fault, reimbursement, or apportionment (including, but not limited to, Halo Pharmaceuticals, Inc., Shionogi Inc., Mikart, LLC, PDI, Inc., TMS Health, LLC, National Health Information Network, Inc., Ventiv Commercial Services, LLC, inVentiv Commercial Services, LLC, UPS Supply Chain Solutions, Inc., and King Pharmaceuticals, Inc., and their respective past and current parents, subsidiaries, and affiliates) against Allergan or AbbVie and/or any of Allergan or AbbVie's Affiliated Companies relating to any Covered Conduct, Opioid Products, and/or Released Claims arising from such business relationship. Notwithstanding the foregoing (and subject to certain provisions, including, but not limited to, the Non-Party Settlement at Section VI.F and the Set-Off at Section IX below), Released Entities shall exclude Divested Actavis Generic Entities and other Divested Entities (and their respective past and current parents, subsidiaries, and affiliates, including but not limited to Teva Ltd., Teva USA, and their subsidiaries and affiliates, but not Allergan and other Released Entities), but solely as to: (i) their generic opioid drugs that are Opioid Products or Products, and/or (ii) the operation of Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Opioid Products or Products for which Releasors have also sought to hold Allergan (and/or other Released Entities) liable. For the avoidance of doubt, nothing in this Agreement shall release or impair any Claims against Teva Ltd., Teva USA, Cephalon, or Anda, except to the extent expressly set forth in this Agreement, including but not limited to the judgment set-off set forth in Section IX.A.

X. "*Releasors*" means (1) the State of Rhode Island; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of the State of Rhode Island's Attorney General to release Claims on behalf of all other Releasors including but not limited to the following: (a) the State of Rhode Island's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity 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, law enforcement districts, emergency services districts, school districts, hospital districts, and other Special Districts in the State, 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 State of Rhode Island, Subdivisions, Special

Districts, other Rhode Island governmental entities, or other Releasors in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision or Special District.

Y. "*Rhode Island Abatement Funds*" means the remediation and restitution funds paid by Allergan to the Rhode Island Qualified Settlement Fund pursuant to Section III.A.1.a.

Z. "*Rhode Island Memorandum of Understanding*" means the Rhode Island Memorandum of Understanding Between the State and Cities and Towns Receiving Opioid Settlement Funds that, among other things, allocates payments received under various opioid-related settlement agreements between the State of Rhode Island and its Participating Subdivisions and limits the use of such funds to Opioid Remediation. Exhibit F is the executed Rhode Island Memorandum of Understanding and it is the intent of the State of Rhode Island to amend the Rhode Island Memorandum of Understanding to allocate payments received under this Agreement and limit the use of such funds to Opioid Remediation, as reflected in Exhibit G.

AA. "*Rhode Island Qualified Settlement Fund*" means the fund into which the annual payments are made under Section III.A.1.b. The Rhode Island Qualified Settlement Fund shall be structured and operated in a manner so that it qualifies as a "Qualified Settlement Fund" within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, as described in Treasury Regulations Section 1.468B-1 et seq., and it shall remain subject to the continuing jurisdiction of the Court.

BB. "*Special District(s)*" means a formal and legally recognized sub-entity of the State that is authorized by State law to provide one or a limited number of designated functions, including but not limited to, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, and healthcare and hospital districts. Special Districts do not include sub-entities of the State that provide general governance for a defined area that would qualify as a Subdivision.

CC. "*State*" means the State of Rhode Island.

DD. "*Subdivision(s)*" means all of the cities and towns in Rhode Island, including Barrington, Bristol, Burrillville, Central Falls, Charlestown, Coventry, Cranston, Cumberland, East Greenwich, East Providence, Exeter, Foster, Glocester, Hopkinton, Jamestown, Johnston, Lincoln, Little Compton, Middletown, Narragansett, New Shoreham, Newport, North Kingstown, North Providence, North Smithfield, Pawtucket, Portsmouth, Providence, Richmond, Scituate, Smithfield, South Kingstown, Tiverton, Warren, Warwick, West Greenwich, West Warwick, Westerly, and Woonsocket.

EE. "*Subdivision Population*" means the sum of the population of all Rhode Island Subdivisions. The population figures for Subdivisions shall be the published U.S. Census Bureau's population estimates for July 1, 2019 released May 2020, as reflected in Exhibit H. These population figures shall remain unchanged during the term of this Agreement.

FF. "*Third Party(ies)*" means any person or entity other than Allergan or a Releasor.

GG. "*Treatment of Pain*" means the provision of therapeutic modalities to alleviate or reduce pain.

HH. "*Unbranded Information*" means any information that does not identify a specific branded or generic product.

III. MONETARY RELIEF AND PAYMENTS

A. Payments

1. Allergan shall pay a total of $8,148,750.00 ("Total Payment"). Releasors represent that fifty-six percent (56%) of the Total Payment constitutes consideration for the settlement of Claims involving, arising from, or related to generic opioid drugs that are Opioid Products or Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and other Divested Entities and the operation of Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Opioid Products or Products before August 2, 2016 that the Releasors are asserting or might otherwise assert or could assert that Allergan (or any other Released Entity) is directly or indirectly and/or jointly or severally liable, including but not limited to, based on parent or control liability or a substantially similar theory. Releasors represent that forty-four percent (44%) of the Total Payment constitutes consideration for the settlement of Claims involving, arising from, or related to branded opioid drugs that are Opioid Products or Products of or attributable to Allergan or any other Released Entity (including but not limited to branded opioid drugs that are Opioid Products or Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and other Divested Entities and the operation of the Divested Actavis Generic Entities and the other Divested Entities related to those branded opioid drugs that are Opioid Products or Products before August 2, 2016) that the Releasors are asserting or might otherwise assert or could assert against Allergan or any other Released Entity, of which seventy-seven percent (77%) is specifically involving, arising from, or related to Kadian® (including but not limited to Kadian manufactured, distributed, marketed, and/or sold from 1997 through 2008 by King Pharmaceuticals, Inc. and/or Alpharma Inc.). For the avoidance of doubt, the Total Payment is the full and maximum extent of any monies owed by Allergan (and/or the other Released Entities),

subject to Section X, and includes attorneys' fees, expenses, and cost payments. The Total Payment shall be broken down as follows:

a. A payment of $7,500,000 to Rhode Island submitted to the Rhode Island Qualified Settlement Fund, pursuant to wire instructions to be provided. The State and Participating Subdivisions shall use the Rhode Island Abatement Funds solely for Opioid Remediation as set forth in Exhibits D and F.

b. A payment of $648,750.00 to Motley Rice, LLC pursuant to wire instructions to be provided, representing attorneys' fees, expenses, and costs.

2. AbbVie agrees to satisfy the obligations to make the payments due in this Section III if for any reason Allergan fails to fulfill its payment obligations under Section III.

B. **Payment Schedule**

1. Provided that the necessary W-9 form is provided to Allergan and Allergan's Bank Verification Form process is completed at least 21 days before payment is due, Allergan will make payment to the Rhode Island Qualified Settlement Fund pursuant to Section III.A.1.a above in six equal, annual, installments on the following schedule:

a. First Payment: $1,250,000 due 60 days following the Effective Date;

b. Second Payment: $1,250,000 due on May 20, 2023;

c. Third Payment: $1,250,000 due on July 20, 2024;

d. Fourth Payment: $1,250,000 due on September 20, 2025;

e. Fifth Payment: $1,250,000 due on November 20, 2026; and

f. Sixth Payment: $1,250,000 due on March 20, 2028.

2. Allergan will make payment to Motley Rice, LLC provided for in Section III.A.1.b above within thirty (30) days following the Effective Date, provided that the necessary W-9 form is provided to Allergan and Allergan's Bank Verification Form process is completed at least 21 days before payment is due.

C. **Remediation and Restitution**

1. The Parties agree that, unless otherwise required by law, Allergan's Rhode Island Qualified Settlement Fund payment pursuant to Section III.A.1.a above shall be directed to remediation and restitution of harms allegedly caused by Allergan. The Parties also agree that a purpose of the Rhode Island Qualified Settlement Fund will be to receive from Allergan and pay over to the State and Participating Subdivisions monies to remediate the harms allegedly caused by Allergan or to provide restitution for such alleged harms that were previously incurred, none of which amount constitutes a fine or penalty. The State by executing this Agreement and each Participating Subdivision by agreeing to the terms of this Agreement in the Participation Form certify that: (1) they suffered harm allegedly caused by Allergan; (2) the payments to be received by them from Allergan represents an amount that is less than or equal to the actual monetary damage allegedly caused by Allergan; and (3) they shall use such payments for the sole purpose of remediating the harm allegedly caused by Allergan and/or to provide restitution for such alleged harms that were previously incurred. All costs incurred related to any request for a private letter ruling from the I.R.S. affirming the tax deductibility of the settlement payment, and/or the tax-exempt status of the Rhode Island Qualified Settlement Fund pursuant to IRC Section 115 shall be borne in their entirety by Allergan and shall not be directly paid or reimbursed from the corpus of the fund, escrow, or trust. The State and every Participating Subdivision shall complete and file Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of the year following the calendar year in which the order entering the Consent Judgment becomes binding. On the Form 1098-F, the State and every Participating Subdivision shall identify such payments from Allergan pursuant to Section III.A.1.a as remediation and restitution amounts. The State shall also, on or before January 31 of the year following the calendar year in which the order entering the Consent Judgment becomes binding, furnish Copy B of such Form 1098-F as filed by the State and every Participating Subdivision (or an acceptable substitute statement) to Allergan.

IV. INJUNCTIVE RELIEF

Allergan does not currently manufacture, sell, or promote any Opioids or Opioid Products. As provided below, Allergan shall not manufacture, sell, or promote any Opioids or Opioid Products in or for distribution in the State. However, the Parties acknowledge that certain Opioids or Opioid Products sold by Allergan prior to 2021 may still be circulating in the marketplace outside the possession and control of Allergan and the same is not a breach of any terms within this Agreement. For purposes of this Section IV only, *Allergan* means Allergan Finance, LLC, Allergan Limited, and AbbVie Inc., and each of their respective parents (as applicable), subsidiaries, successors, affiliates, and officers, directors, employees, representatives, and agents under the control of the foregoing.

A. **Compliance Duration**

1. Section IV of this Agreement shall be effective until March 3, 2032 and is limited to conduct in the United States that involves or affects the State.

2. Nothing in this Agreement shall relieve Allergan of its independent obligation to fully comply with the laws of the State before or after expiration of the injunction period specified in this subsection.

B. **Ban on Selling and Manufacturing Opioids**

1. Allergan shall not manufacture or sell any Opioids or Opioid Products for distribution in the State. Allergan represents that Kadian® and Norco® were voluntarily discontinued by the end of 2020 and that the last inventory shipped will expire on or before June 30, 2023.

C. **Ban on Promotion**

1. Allergan shall not engage in promotion of Opioids or Opioid Products, including but not limited to, by:

   a. Employing or contracting with sales representatives, Health Care Providers, any Third Party, or other persons to promote Opioids or Opioid Products to (i) Health Care Providers, (ii) patients, (iii) third-party payors (e.g., any entity, other than an individual, that pays or reimburses for the dispensing of prescription medicines, including but not limited to manage care organizations and pharmacy benefit managers), or (iv) persons involved in determining formulary access or treatment guidelines to promote Opioids or Opioid Products;

   b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for promotion of Opioids or Opioid Products; and

   c. Creating or distributing promotional materials (such as advertisements) that promote Opioids or Opioid Products, including but not limited to brochures, newsletters, pamphlets, journals, books, guides, websites or internet advertisements, social media accounts or networks, and providing hyperlinks, engaging in internet search engine optimization, or otherwise directing internet traffic by improving rankings or making content appear among the top results in an internet search or otherwise be more visible or more accessible to the public on the internet to promote Opioids or Opioid Products.

2. Notwithstanding Section IV.C.1 directly above, Allergan may engage in other conduct, including but not limited to the following:

   a. Maintain a corporate website that includes Opioid Products on company's list of products that contains principally the following content: the FDA-approved package insert, medication guide, and labeling;

   b. Maintain a product website for any Opioid Product that contains principally the following content: the FDA-approved package insert, medication guide, and labeling, and a statement directing patients or caregivers to speak with a licensed Health Care Provider;

   c. Provide factual information about Opioid Products sold by Allergan prior to 2021 which may still be circulating in the marketplace outside the possession and control of Allergan (including but not limited to an Opioid Product's NDC, SKU, or other relevant information such as formulation, package size, dosage, or pricing);

   d. Provide or collect information or support the provision or collection of information as expressly required by law or any state or federal government agency with jurisdiction in Rhode Island (including but not limited to collecting and/or reporting adverse events related to Opioid Products);

   e. Provide the following by mail, electronic mail, on or through Allergan's corporate or product websites, or through other electronic or digital methods: FDA-approved package insert, medication guide, and labeling for Opioid Products, or other prescribing information for Opioid Products that are published or approved by a state or federal government agency with jurisdiction in Rhode Island;

   f. Provide scientific and/or medical information to a Health Care Provider consistent with FDA standards, rules, regulations, and/or guidance, including, but not limited to, *Responding to Unsolicited Requests for Off-Label Information About Prescription Drugs and Medical Devices* (Dec. 2011) as updated or amended by the FDA, and Guidance for Industry, *Good Reprint Practices for the Distribution of Medical Journal Articles and Medical or Scientific Reference Publications on Unapproved New Uses of Approved Drugs and Approved or Cleared Medical Devices* (Jan. 2009) as updated or amended by the FDA;

   g. Provide a response to any unsolicited question or request from a patient or caregiver, directing the patient or caregiver to the FDA-

approved package insert, medication guide, and labeling for Opioid Products, to speak with a licensed Health Care Provider without describing the safety or effectiveness of any Opioid Product or naming any specific Health Care Provider, or to speak with their health insurance carrier regarding coverage of an Opioid Product;

h. Provide Health Care Economic Information, as defined at 21 U.S.C. § 352(a), to a payor, formulary committee, or other similar entity with knowledge and expertise in the area of health care economic analysis consistent with FDA standards, rules, regulations, and/or guidance, including, but not limited to, FDA's Draft Questions and Answers Guidance for Industry and Review Staff, *Drug and Device Manufacturer Communications With Payors, Formulary Committees, and Similar Entities* (Jan. 2018), as updated or amended by the FDA;

i. Conduct or provide financial support or In-Kind Support for bona fide scientific research; and

j. Draft, publish, or provide financial support or In-Kind Support for bona fide scientific publications.

3. Promotion of Treatment of Pain to promote Opioids or Opioid Products

a. Allergan shall not promote the Treatment of Pain with or by referring directly to Opioids or Opioid Products (including with Unbranded Information) or with the intent and purpose of promoting Opioids or Opioid Products.

b. Allergan shall not promote the concept that pain is undertreated to promote Opioids or Opioid Products.

c. For the avoidance of doubt, this Section IV.C is not intended and shall not be interpreted to prohibit any and all discussions or references to Opioids or Opioid Products when doing so is not to promote Opioids or Opioid Product, including, for example, if certain patient populations, such as those with a history of abuse of Opioids or Opioid Products, are identified as having a higher prevalence of other conditions, such as Hepatitis C, or being appropriate candidates for treatment of those other conditions.

D. **No Financial Reward or Discipline Based on Volume of Opioid Product Sales**

1. Allergan shall not provide financial incentives to its sales and marketing employees or discipline its sales and marketing employees based upon sales volume or sales quotas for Opioid Products; and

2. Allergan shall not offer or pay any remuneration (including any compensation or rebate), directly or indirectly, to any person in return for the prescribing, sale, use, or distribution of an Opioid Product (except to the extent a pre-existing contractual or legal requirement exists related to Opioid Products sold by Allergan before 2021).

E. **Ban on Funding/Grants to Third Parties**

1. Allergan shall not directly or indirectly provide financial support or In-Kind Support to any Third Party regarding conduct that promotes Opioids or Opioid Products, including educational programs, brochures, newsletters, pamphlets, journals, books, guides, websites, or social media accounts or networks that promote Opioids or Opioid Products, but excluding financial support otherwise required by the Agreement, a court order, a federal or state agency (e.g., FDA-approved Risk Evaluation and Mitigation Strategy (REMs)), or a federal or state law or regulation.

2. Allergan shall not directly or indirectly provide financial support or In-Kind Support to any Third Party for medical education programs with the intent and purpose of promoting Opioids or Opioid Products.

3. Allergan shall not create, sponsor, provide financial support or In-Kind Support to, or otherwise operate or control any medical society or patient advocacy group related to conduct that promotes Opioids or Opioid Products.

4. Allergan shall not provide links to any Third Party website or materials or otherwise distribute materials created by a Third Party for the purpose of promoting Opioids or Opioid Products.

5. Allergan shall not use, assist, or employ any Third Party to engage in any activity that Allergan itself would be prohibited from engaging in pursuant to the Agreement.

6. Allergan shall not enter into any contract or agreement with any person or entity or otherwise attempt to influence any person or entity in such a manner that has the purpose or foreseeable effect of limiting the dissemination of information regarding the risks and side effects of using Opioids or Opioid Products.

7. Allergan shall play no role in appointing persons to the board, or hiring persons to the staff, of any Third Party that primarily engages in conduct that promotes Opioids or Opioid Products. For avoidance of doubt, nothing in this paragraph shall prohibit Allergan from fully and accurately responding to unsolicited requests or inquiries about a person's fitness to serve as an employee or board member at any such Third Party.

F. **Compliance with All State Laws and Regulations Relating to the Sale, Promotion, and Distribution of Any Opioid Product**

1. Allergan shall comply with all applicable State laws and regulations that relate to the sale, promotion, distribution, and disposal of Opioids or Opioid Products, provided that nothing in this paragraph requires Allergan to violate federal law or regulations, including but not limited to:

   a. Rhode Island State Controlled Substances Act, including all guidance issued by the applicable state regulator(s);

   b. Rhode Island State Consumer Protection Laws; and

   c. Rhode Island State laws, regulations, and guidelines related to the prescribing, distribution, and disposal of Opioid Products.

G. **Clinical Data Transparency**

1. Allergan agrees to make available to an independent Third-Party data center or platform owner (e.g., Vivli) anonymized clinical data generated from Allergan-sponsored Phase II-IV interventional clinical studies—regardless of whether that data was submitted to a regulatory authority (e.g., FDA)—for branded opioid drugs that are Opioids or Opioid Products that have received an initial marketing authorization from a regulatory authority to the extent Allergan conducts a reasonable, good faith investigation to locate any such data and it is in Allergan's possession. For the avoidance of doubt, anonymized clinical data includes:

   a. Full analyzable data set(s) (including individual participant-level data de-identified);

   b. The clinical study report(s) redacted for commercial or personal identifying information;

   c. The full protocol(s) (including the initial version, final version, and all amendments); and

   d. Full statistical analysis plan(s) (including all amendments and documentation for additional work processes); and Dataset Specifications, which describe the available dataset variables (such as age, race, blood pressure, lab values, etc.).

2. The independent Third Party will facilitate the disclosure of such clinical data to qualified researchers with a bona fide scientific research proposal as reviewed and approved by an independent review panel for scientific merit consistent with the panel's assessment criteria and pursuant to an agreed upon data use agreement.

3. Allergan shall not interfere with decisions made by the staff or reviewers associated with the independent Third-Party data center or platform owner.

4. Allergan shall bear all costs for making clinical data available pursuant to Section IV.G.1 of this Agreement.

V. COMPLIANCE

A. Enforcement

1. For the purposes of resolving disputes with respect to compliance with Section IV of this Agreement, should the State have a reasonable basis to believe that Allergan has engaged in a practice that breaches a provision of Section IV of this Agreement subsequent to the Effective Date, the State shall notify Allergan in writing of the specific objection, identify with particularity the provision of the Agreement that the practice appears to breach, and give Allergan thirty (30) days to respond in writing to the notification; provided, however, that the State may take any action if the State believes that, because of the specific practice, a threat to health or safety of the public requires immediate action.

2. Within thirty (30) days of receipt of written notice provided under Section V.A.1, above, Allergan shall provide a good faith written response to the State's notification, containing either a statement explaining why Allergan believes it is in compliance with the provisions of Section IV of this Agreement, or a detailed explanation of how the alleged breach occurred and a statement explaining how Allergan intends to remedy the alleged breach. Nothing in this section shall be interpreted to limit the State's CID or investigative subpoena authority, to the extent such authority exists under applicable law, and Allergan reserves all of its rights in responding to a CID or investigative subpoena issued pursuant to such authority.

3. The State may agree, in writing, to provide Allergan with additional time beyond thirty (30) days to respond to a notice provided under Section V.A.1, above, without court approval.

4. The State may assert any claim that Allergan has breached Section IV of the Agreement in a separate civil action to enforce compliance with the Agreement, or may seek any other relief afforded by law for breach of the Agreement, but only after providing Allergan an opportunity to respond to the notification described in Section V.A.1, above; provided, however, the State may take any action if the State believes that, because of the specific practice, a threat to the health or safety of the public requires immediate action.

5. In the event of a conflict between the requirements of Section IV of the Agreement and any other law, regulation, or requirement such that Allergan cannot comply with the law without breaching the terms of the Agreement or being subject to adverse action, including fines and penalties, Allergan shall document such conflicts and notify the State of the extent to which it will comply with the Agreement in order to eliminate the conflict within thirty (30) days of Allergan's discovery of the conflict. Allergan shall comply with the terms of the Agreement to the fullest extent possible without violating the law.

6. Allergan or the State may request that Allergan and the State meet and confer regarding the resolution of an actual or potential conflict between Section IV of the Agreement and any other law, regulation, or requirement, or between interpretations of the Agreement by different courts. Nothing herein is intended to modify or extend the jurisdiction of any single judicial authority as provided by law.

B. **Compliance Deadlines**

1. Allergan must be in full compliance with the provisions included in Section IV of this Agreement within 180 days after the Effective Date. Nothing herein shall be construed as permitting or requiring Allergan to avoid existing legal obligations.

VI. RELEASE

A. *Scope*. As of the Effective Date, the Released Entities will be released and forever discharged from all of the Released Claims of the Releasors. The State (for itself and its Releasors) and each Participating Subdivision (for itself and its Releasors) will, on or before the Effective Date, absolutely, unconditionally, and irrevocably covenant 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 any forum whatsoever. The releases are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any claim, demand, liability, or relief of any kind or character whatsoever (including any Claim) as a result of, arising out of, or relating in any way to Released Claims and extend to the full extent of the power of the State, its Attorney General, and each Participating Subdivision to release any and all Released Claims, including of other Subdivisions, Special Districts, other Rhode Island governmental entities, and other Releasors. The release shall be a full, final, and complete bar to any Released Claim. For the avoidance of doubt, Releasors agree to not seek any further claim, demand, liability, or relief of any kind or character whatsoever (including any Claim), including injunctive relief, from the Released Entities for any and all Covered Conduct of any kind whatsoever related to any of their Opioid Products, Products, or class of Products, including by or related to the Divested Actavis

Generic Entities and/or other Divested Entities (and their respective past and current parents, subsidiaries, and affiliates, including but not limited to Teva Ltd., Teva USA, and their subsidiaries and affiliates), but solely as to the branded opioid drugs that are Opioid Products or Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and other Divested Entities and the operation of the Divested Actavis Generic Entities and other Divested Entities related to those branded opioid drugs that are Opioid Products or Products before August 2, 2016. Notwithstanding the forgoing, the releases provided for in this Agreement specifically exclude any Claims by Releasors against Divested Actavis Generic Entities and other Divested Entities (and their respective past and current parents, subsidiaries, and/or affiliates, including but not limited to Teva Ltd., Teva USA and their subsidiaries and affiliates, but not Allergan and its Released Entities), but solely as to: (i) their generic opioid drugs that are Opioid Products or Products, and/or (ii) the operation of Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Opioid Products or Products for which Releasors have also sought to hold Allergan (and/or other Released Entities) liable. For the avoidance of doubt, nothing in this Agreement shall release or impair any Claims against Teva Ltd., Teva USA, Cephalon, or Anda, except to the extent expressly set forth in this Agreement, including but not limited to the judgment set-off set forth in Section IX.A.

B. *Indemnification and Contribution Prohibited.* No Released Entity shall seek to recover any portion of any payment made under this Agreement from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, Third Party vendor, trade association, distributor, or health care practitioner based on indemnification, contribution, or any other theory, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim Over (as defined in Section VI.G.1) against it. However, and notwithstanding the foregoing, this provision shall not preclude any Released Entity from seeking indemnification, contribution, or any other theory from and against Teva Ltd., Pfizer Inc., King Pharmaceuticals, Inc., and Alpharma Inc., and/or each of their respective past and current parents, subsidiaries, and/or affiliates.

C. *General Release.* In connection with the releases provided for in this Agreement, Releasors expressly waive, release, acquit, and forever discharge to the fullest extent permitted by law and any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but Releasors expressly waive and fully, finally, and forever settle, release, acquit, and discharge, upon the Effective Date, any and all Released Claims against any and all Released Entities 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 any Releasor's decision to participate in the Agreement.

D. *Cooperation.* The State and Participating Subdivisions (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal with prejudice of any and all Released Claims, including of other Subdivisions, Special Districts, other Rhode Island governmental entities, and other Releasors. The State also shall use its best efforts to secure releases consistent with this Agreement from all Subdivisions and shall use its best efforts to secure the prompt dismissal with prejudice of any and all Released Claims, whether asserted before or after the Effective Date.

E. *Representation and Warranty.* The signatories of this Agreement on behalf of the State and its Participating Subdivisions expressly represent and warrant that they will, on or before the Effective Date, have (or have obtained) the authority to settle and release, to the maximum extent of the State's and Participating Subdivisions' respective powers, all Released Claims of (1) the State, (2) 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, (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license; and (4) any Participating Subdivisions. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also, for the purposes of clause (3), a release from the State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.

F. *Non-Party Settlement.* To the extent that, on or after the execution of the Agreement, any Releasor settles any Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity) it may have against any entity that is not a Released Entity (a "non-Released Entity") that is, as of the execution of the Agreement, a defendant in the multi-district litigation *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) ("MDL") and provides a release to such non-Released Entity (a "Non-

Party Settlement"), including in any bankruptcy proceeding 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 substantially equivalent to that required from Allergan in the first sentence of Section VI.B. The obligation to seek to obtain the prohibition and/or release required by this subsection is a material term of this Agreement. The sole remedy for a Releasor's failure to include such a provision in a Non-Party Settlement shall be the application of Section VI.G below. For the avoidance of any doubt, non-Released Entities include, but are not limited to, Teva Ltd., Teva USA, Divested Actavis Generic Entities or other Divested Entities, and Anda (including for Section VI.G below).

G. *Claim Over.* In the event that any Releasor has not obtained, or is unable to obtain, a prohibition on any contribution or indemnity as set forth in Section VI.B in a settlement with a non-Released Entity of a Claim involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), or if a Releasor obtains a judgment against a non-Released Entity with respect to a Claim involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), or if a Releasor files against a non-Released Entity a Claim in bankruptcy involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), then:

1. The State (for itself and its Releasors) and each Participating Subdivision (for itself and its Releasors) agrees that, if a Releasor asserts a Claim involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity) against any non-Released Entity and such non-Released Entity in turn successfully asserts a Claim against a Released Entity relating to the same on the basis of contribution, indemnity, or other claim-over on any theory (a "*Claim-Over*"), the Releasor shall reduce its Claim and any judgment or settlement it may obtain against such non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law and to fully hold the Released Entity harmless from such Claim-Over. For purposes of this provision, successful assertion of a Claim means either (a) a final monetary judgment; *provided* that the State of Rhode Island Attorney General had notice of and opportunity to intervene in the proceeding giving rise to such judgment or (b) a settlement; *provided* that the Released Entity sought the State of Rhode Island Attorney General's consent to the settlement and such consent was either obtained or unreasonably withheld. Should the judgment or settlement against the Released Entity resolve claims that are not Claim-Over claims, the reduction of the Claim and

judgment or settlement shall be for the Claim-Over portion only, which shall be distinguishable in the judgment or settlement.

2. Each Releasor, with respect to any proceeding to which it is a party, shall not unreasonably withhold consent to and (if it is a party in the proceeding) shall join in any motion by any of the Released Entities to dismiss any Claim-Over on the grounds that this Agreement moots or otherwise extinguishes any such Claim-Over. In the foregoing circumstance, in which a non-Released Entity asserts a Claim against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory, the Released Entity will take reasonable and necessary steps to defend against the Claim and will consent to the intervention of any Releasor seeking to defend against such Claim.

3. Allergan shall notify the State of Rhode Island Attorney General, to the extent permitted by applicable law, in the event that any non-Released Entity asserts a Claim-Over claim arising out of a Claim involving Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity) against any Released Entities.

H. *Effectiveness*. The releases provided for in this Agreement 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 Rhode Island Qualified Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Rhode Island Qualified Settlement Fund or any portion thereof.

I. *Non-Released Claims*. Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release, or limit any criminal liability, Claims for any outstanding liability under any tax or securities or antitrust laws, Claims against parties who are not Released Entities, Claims by private parties (except to the extent they seek punitive damages foreclosed by Section VI.J), and any Claims arising under the Agreement for enforcement of the Agreement.

J. *Punitive Damages Claims By Private Parties*. To the maximum extent available by law, the Parties agree that this Agreement is intended to bar any and all claims for punitive damages, accrued or unaccrued, by private parties (including, but not limited to, personal injury claimants, insurers or other third party payors, union trust, health benefit, or welfare funds, and private healthcare facilities), who are citizens or residents of Rhode Island or who assert a claim under Rhode Island law, against any of the Released Entities that directly or indirectly are based on, arise out of, or in any way relate to or concern Covered Conduct occurring prior to the Effective Date, including, but not limited to, under the doctrine of res judicata and/or collateral estoppel.

VII. PARTICIPATION BY SUBDIVISIONS

A. *Requirements for Becoming a Participating Subdivision.* A Subdivision may become a Participating Subdivision by executing a Participation Form attached as Exhibit E and, as applicable, promptly dismissing its legal action. The State will use its best efforts to secure Participation Forms from all Subdivisions.

B. *Notice.* The Office of the Rhode Island State Attorney General shall send individual notice to all Subdivisions with the requirements for participation. Such notice may include publication and other standard forms of notification. Nothing contained herein shall preclude the State from providing further notice to or from contacting any of the Subdivisions about becoming a Participating Subdivision.

C. *Participation Rate.* The State shall use its best efforts to secure full participation from all Subdivisions and will promptly provide to Allergan each Participating Subdivision's Participation Form once it is executed. However, if by December 31, 2022, the Subdivisions that account for at least 95% of the Subdivision Population have not become Participating Subdivisions, the Attorney General will support a Bar, including but not limited to seeking a ruling by the highest court of the State and/or supporting a legislative Bar that would have the effect of barring recovery from Released Entities by Subdivisions that are not Participating Subdivisions. If by December 31, 2022, Subdivisions that account for at least 95% of the Subdivision Population have not become Participating Subdivisions, the annual payments that are due following this date shall be suspended, provided that:

1. Following a suspension of payments, Rhode Island may receive the scheduled annual payment for a specific payment year or any subsequent payment years by providing the Subdivision Participation Form for Subdivisions that account for at least 95% of the Subdivision Population. Such Subdivision Participation Form(s) must be provided within 90 days after a scheduled payment date for any specific payment year or the scheduled payment for that payment year is forfeited.

D. *Authority of State to Release Claims.* Regardless of whether such consensual release is obtained, the State represents and warrants under this Agreement that it is exercising its authority, to the maximum extent available under law, to release any and all Claims involving Covered Conduct that the State and all Subdivisions, Special Districts, other Rhode Island governmental entities, or other Releasors, have asserted or could assert against the Released Entities. The State further represents and warrants that it will use all available authority, to the maximum extent available under law, to bind the State and all Subdivisions, Special Districts, other Rhode Island governmental entities, or other Releasors, and under this Agreement is exercising such authority, to the maximum extent available under law, to bind the State and all Subdivisions, Special Districts, other Rhode Island governmental entities, and other Releasors, regardless of whether they become Participating Subdivisions. The State acknowledges the materiality of the

representations in this section.

VIII. ENFORCEMENT AND DISPUTE RESOLUTION

A. The terms of the Agreement and Consent Judgment applicable to the State and Participating Subdivisions will be enforceable solely by Allergan and the State. Participating Subdivisions shall not have enforcement rights under the Agreement and Consent Judgment except as to payments that would be allocated under the Rhode Island Memorandum of Understanding for Subdivision use.

B. Allergan and Released Entities consent to the jurisdiction of the Court, in which the Consent Judgment is filed, solely for the resolution of disputes arising out of this Agreement, including, without limitation, disputes regarding the scope of the releases hereunder.

C. The parties to a dispute hereunder shall promptly meet and confer in good faith to resolve any dispute prior to any filing or presentation to the Court.

IX. SET-OFF

A. The Parties recognize that the State of Rhode Island and the Subdivisions are pursuing Claims against Teva Ltd., Teva USA, Cephalon, Actavis LLC, Watson, Actavis Pharma, Actavis Elizabeth, Actavis Kadian, Actavis Labs FL, Actavis Labs UT, Actavis Mid, Actavis South, and Actavis Totowa, and/or other Divested Entities, and/or each of their respective parents, subsidiaries, and/or affiliates. If any of them achieves a judgment by verdict, judicial decision, or means other than settlement against any of Teva Ltd., Teva USA, Cephalon, Actavis LLC, Watson, Actavis Pharma, Actavis Elizabeth, Actavis Kadian, Actavis Labs FL, Actavis Labs UT, Actavis Mid, Actavis South, and Actavis Totowa, and/or other Divested Entities, and/or each of their respective parents, subsidiaries, and/or affiliates (including but not limited to the State in *State of Rhode Island v. Purdue Pharma L.P. et al.,* C.A. No. PC-2018-4555 (the "Teva Action")), each plaintiff listed above shall give the liable defendant(s) listed above a set-off equal to the amount they received from the $4,200,000.00 payment due under this Agreement (or 56% of the Total Payment of $7,500,000.00) from any and all monetary remedies awarded on all Claims (including but not limited to the State in the Teva Action) from the portion of the judgment attributable to the generic opioid drugs that are Opioid Products or Products distributed and/or sold by Divested Actavis Generic Entities and/or other Divested Entities and/or attributable to the operation of the Divested Actavis Generic Entities and/or other Divested Entities related to those generic opioid drugs that are Opioid Products or Products. The foregoing judgment set-off provision is without prejudice to the position of any Party hereto regarding whether any such judgment set-off is or is not required under Rhode Island law. For the avoidance of doubt, the Parties are agreeing to the judgment set-off provision to facilitate a settlement, and the agreement shall apply even if a court orders that such

a set-off is not required by Rhode Island law. Notwithstanding the foregoing, this set-off provision shall not apply to Anda.

B. The State and/or the Participating Subdivisions may reach a settlement agreement with Teva Ltd., Teva USA, Cephalon, Actavis LLC, Watson, Actavis Pharma, Actavis Elizabeth, Actavis Kadian, Actavis Labs FL, Actavis Labs UT, Actavis Mid, Actavis South, and Actavis Totowa, and/or other Divested Entities other than Anda, and/or each of their respective parents, subsidiaries, and/or affiliates that resolves some or all of their respective Claims (including but not limited to the Claims of the State in the Teva Action). In that event, the Releasors represent and agree that any payment(s) that the State or the Participating Subdivisions receives from Teva Ltd., Teva USA, Cephalon, Actavis LLC, Watson, Actavis Pharma, Actavis Elizabeth, Actavis Kadian, Actavis Labs FL, Actavis Labs UT, Actavis Mid, Actavis South, and Actavis Totowa, and/or other Divested Entities other than Anda, and/or each of their respective parents, subsidiaries, and/or affiliates reflects the amount over and above $4,200,000.00 that each and all of them deem to reflect a fair overall settlement value for liability attributable to the generic opioid drugs that are Opioid Products or Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and/or other Divested Entities and/or attributable to the operation of the Divested Actavis Generic Entities and/or other Divested Entities related to those generic opioid drugs that are Opioids or Opioid Products before August 2, 2016. The State and the Participating Subdivisions represent and warrant that the agreed settlement amount between and among the State, the Participating Subdivisions, Teva Ltd., the Divested Actavis Generics Entities, and other Divested Entities reflects the value the parties to the agreement deem a fair settlement value over and above the payments made or due to be paid under the Allergan Rhode Island Statewide Opioid Settlement Agreement for generic opioid drugs that are Opioid Products or Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and/or other Divested Entities and/or relate to the operation of Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Opioids or Opioid Products before August 2, 2016.

X. MOST-FAVORED NATION

A. *Most Favored Nation.* If, after execution of this Agreement, there is a collective nationwide resolution—through settlement, or other mechanism—of substantially all claims against Allergan brought by states, counties, and municipalities (a "Public Global Resolution") the following shall apply:

1. *Payment Amount & Term True Up.* The Parties agree that the net present value (calculated with a 7% discount rate each time referenced in this Agreement) of the Total Payment (excluding attorneys' fees, expenses, and costs) to be received by the State and Participating Subdivisions under this Agreement shall be no less favorable than the net present value of the consideration (excluding attorneys' fees, expenses, and costs) the State and

Participating Subdivisions would have received, considering the same level of participation of the Participating Subdivisions, pursuant to a collective resolution—through settlement or other mechanism—of substantially all Claims against Allergan brought by states, counties, or municipalities (a "Public Global Resolution").

2. If, after the execution of this Agreement, Allergan reaches a Public Global Resolution, then Allergan agrees that the State and Participating Subdivisions shall have the sole discretion to either participate in such Public Global Resolution, in which case the Public Global Resolution agreement would supersede this Agreement or maintain this Agreement in full force and effect. In the event the State and Participating Subdivisions elect to participate in such a Public Global Resolution, then the net present value of the amount (excluding attorneys' fees, expenses, and costs) due to be paid to the State and Participating Subdivisions, considering the same level of participation, under such Public Global Resolution, shall not be reduced but shall be deemed paid and discharged to the extent of the Total Payment (excluding attorneys' fees, expenses, and costs) already provided by Allergan under this Agreement, with no further payment obligations under this Agreement. For the avoidance of doubt, total amount to be paid by Allergan under the Public Global Resolution shall be reduced by the same amount Allergan has already provided under this Agreement (excluding attorneys' fees, expenses, and costs) at the time of the election of the State and Participating Subdivisions to participate in such Public Global Resolution.

3. Notwithstanding the foregoing, however, if, after the execution of this Agreement, there is for any reason a Public Global Resolution that does not include the State and Participating Subdivisions, then the payment terms of the Public Global Resolution shall be compared to the payment terms of this Agreement in the following manner: the sum of $7,500,000 shall be added to the total amount to be paid under such Public Global Agreement to states, counties, or municipalities (excluding attorneys' fees, expenses, and costs) (the "Adjusted Global Total"); the Adjusted Global Total shall then be multiplied by the State of Rhode Island's allocation share of 0.4942737092% as provided in the List of States and Overall Allocation Percentages (Exhibit F to July 21, 2021 Janssen Settlement Agreement) agreed to by the state attorneys general as if the State of Rhode Island had not been excluded from the Public Global Resolution; in the event that the net present value of the State and Participating Subdivisions' payment under the Public Global Agreement (excluding attorneys' fees, expenses, and costs) exceeds the net present value of the $7,500,000 payment due under this Agreement, thereby accounting for the difference between the value of said resulting amounts, both as of the Effective Date of this Agreement, and the time of the payment(s) themselves, then Allergan shall promptly remit

the excess to the State and Participating Subdivisions, in accordance with payment instructions to be provided by them and on the same payment schedule as in the Public Global Resolution, in the amounts they would have received if the State and Participating Subdivisions had participated in such Public Global Resolution.

4. *Injunctive Relief True Up.* If, after the execution of this Agreement, Allergan reaches a Public Global Resolution which provides for injunctive relief materially different than that which is provided for in this Agreement, the State may elect to receive the benefit of the injunctive relief terms, in their entirety, provided for in any Public Global Resolution.

5. *Attorneys' Fees and Costs.* This Agreement does not prohibit Participating Subdivisions that have filed a Claim against Allergan, or their counsel, from recovering attorneys' fees, expenses, and costs under a potential Allergan Public Global Resolution as described in this Section X.A, should such a Public Global Resolution provide a mechanism to pay Participating Subdivisions, or their counsel, attorneys' fees, expenses, and costs. For the avoidance of doubt, Allergan shall not be obligated to pay any additional attorneys' fees, expenses, and costs under this Agreement, including to Participating Subdivisions or their counsel. Further, if the State elects to participate in such a Public Global Resolution, then the total amount of attorneys' fees, expenses, and costs due to be paid to the State, considering the same level of participation of Subdivisions, under such Public Global Resolution shall be reduced by $648,750.00 for Allergan's payment of attorneys' fees, expenses, and costs under this Agreement, so that, in total, Allergan does not pay the State and Participating Subdivisions, or their respective counsel, more than their total share of attorneys' fees, expenses, and costs under the Public Global Resolution.

XI. NO WAIVER

A. This Agreement is agreed upon without trial or adjudication of any issue of fact or law or finding of liability of any kind and shall not be construed or used as a waiver or limitation of any defense otherwise available (including, but not limited to, jurisdictional defenses) to Allergan or any other Released Entity in any action or any other proceeding. This Agreement shall not be construed or used as a waiver of any Released Entity's right to defend itself from, or make any legal or factual arguments in, any other regulatory, governmental, private party, or class claims or suits relating to the subject matter or terms of this Agreement. For the avoidance of doubt, nothing in this Agreement is intended to or shall be construed to prohibit any Released Entity in any way whatsoever from taking legal or factual positions with regard to any Opioids, Opioid Products, or Products in defense of litigation or other legal proceedings.

XII. MUTUAL INTERPRETATION

A. The Parties agree and stipulate that this Agreement was negotiated on an arm's-length basis between parties of equal bargaining power. This Agreement has been drafted jointly by counsel for each of the Parties. Accordingly, this Agreement shall be mutually interpreted and not construed in favor of or against any of the Parties.

XIII. GOVERNING LAW

A. The terms of this Agreement shall be governed by the laws of the State of Rhode Island.

XIV. COUNTERPARTS

A. This Agreement may be executed in counterparts, and an email, facsimile, or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

XV. MISCELLANEOUS

A. *Use of Agreement as Evidence.* Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault, or omission of Released Entity in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Agreement, and except that Released Entity may file this Agreement in any action in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or to support a claim for contribution and/or indemnification.

B. *Settlement Purposes Only.* Allergan has agreed to the terms of this Agreement solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Allergan and the other Released Entities expressly deny. Neither Allergan nor any other Released Entity admits that it caused or contributed to any public nuisance, and neither Allergan nor any other Released Entity admits any wrongdoing that was or could have been alleged by any Releasor. No part of the Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Allergan or any other Released Entity. No

part of the Agreement is intended for use by any Third Party for any purpose, including submission to any court forany purpose.

C. *Right to Address Allegations Related to Litigation.* Nothing in the Agreement shall be construed to limit or impair Allergan's ability to:

1. Communicate its positions and/or respond to media inquiries concerning litigation, investigations, or other proceedings or matters relating to Allergan or its Opioid Products.

2. Maintain a website explaining its litigation positions and responding to allegations concerning Allergan or its Opioid Products.

D. *Compliance with Laws.* Nothing in this Agreement shall be construed to authorize or require any action by Allergan in violation of applicable federal, state, or other laws, rules, regulations, or guidance.

E. *Modification.* This Agreement may be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, Allergan may contact the Rhode Island Attorney General for purposes of coordinating this process.

F. *No Waiver.* Any failure by any Party to this Agreement to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement, except to the extent the other Party is prejudiced by the delayed notice of any such alleged failure to comply with any of the provisions of this Agreement.

G. *No Private Right of Action.* No part of this Agreement shall create a private right of action for any Third Party or confer any right to any Third Party for violation of any federal or state statute, not shall it be used as an admission of liability or wrongdoing in any subsequent proceeding.

H. *Entire Agreement.* This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

I. *Notice.* All notices under this Agreement shall be provided to the following via email and Overnight Mail:

For Allergan:

Office of General Counsel

One North Waukegan Road
North Chicago, IL 60064

Copy to Allergan's attorneys at:

James F. Hurst, P.C.
Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
james.hurst@kirkland.com

For the Rhode Island Attorney General:

Deputy Attorney General
Adi Goldstein
Office of the Attorney General
150 South Main Street
Providence, RI 02903
agoldstein@riag.ri.gov

Approved:

By: _____ Date: 3/28/22

Robert A. Michael
Vice Chairman, Finance and Commercial Operations and Chief Financial Officer of AbbVie Inc.
President and Chief Executive Officer of Allergan Limited
President of Allergan Finance, LLC
1 North Waukegan Road
North Chicago, IL 60064
On Behalf of Allergan and AbbVie

By: _____ Date: 3/28/22

THE STATE OF RHODE ISLAND
PETER F. NERONHA
ATTORNEY GENERAL

Name: Adi Goldstein
Title: Deputy Attorney General
Attorney for the State of Rhode Island

EXHIBIT A

List Of Subsidiaries

The following is a list of subsidiaries of AbbVie Inc. as of December 31, 2021. AbbVie is not a subsidiary of any other corporation.

Domestic Subsidiaries	Incorporation
AbbVie Aviation LLC	Illinois
AbbVie Biopharmaceuticals LLC	Delaware
AbbVie Bioresearch Center Inc.	Delaware
AbbVie Biotech Ventures Inc.	Delaware
AbbVie Biotherapeutics Inc.	Delaware
AbbVie Domestic Holdings Inc.	Delaware
AbbVie Endocrine Inc.	Delaware
AbbVie Endocrinology Inc. (d/b/a Pharmacy Solutions)	Delaware
AbbVie Finance Corporation	Delaware
AbbVie Finance LLC	Delaware
AbbVie Global Inc.	Delaware
AbbVie Global Holdings Inc.	Delaware
AbbVie Holdco Inc.	Delaware
AbbVie Holdings Inc.	Delaware
AbbVie International Inc.	Delaware
AbbVie Investments Inc.	Delaware
AbbVie Pharma Inc.	Delaware
AbbVie Pharmaceuticals LLC	Delaware
AbbVie Products LLC	Georgia

AbbVie Purchasing LLC	Delaware
AbbVie Resources Inc.	Delaware
AbbVie Resources International Inc.	Delaware
AbbVie Respiratory LLC	Delaware
AbbVie Sales Inc.	Delaware
AbbVie Services Inc.	Delaware
AbbVie Stemcentrx LLC	Delaware
AbbVie Subsidiary LLC	Delaware
AbbVie US Holdings LLC	Delaware
AbbVie US LLC	Delaware
AbbVie Ventures LLC	Delaware
Aeropharm Technology, LLC	Delaware
AGN International Inc.	Delaware
AGN Kythera, LP	Delaware
AGN Labs LLC	Delaware
AGN LLC	Delaware
AGN Sundry, LLC	Delaware
Allergan Akarna LLC	Delaware
Allergan Finance, LLC	Nevada
ALLERGAN FINCO 2 INC.	Delaware
ALLERGAN FINCO INC.	Delaware
Allergan GI Corp	Delaware

Allergan GP Holding LLC	Delaware
Allergan Holdco US, Inc.	Delaware
Allergan Holdings B1, Inc.	Delaware
Allergan Holdings, Inc.	Delaware
Allergan, Inc.	Delaware
Allergan Laboratories, LLC	Delaware
Allergan Lending 2 LLC	Delaware
Allergan Lending LLC	Delaware
Allergan Pharma Inc.	Delaware
Allergan Property Holdings, LLC	Delaware
Allergan Puerto Rico Holdings, Inc.	Delaware
Allergan Sales Puerto Rico, Inc.	California
Allergan Sales, LLC (d/b/a Allergan; d/b/a Bioscience Laboratories)	Delaware
Allergan Therapeutics LLC	Delaware
Allergan USA, Inc. (d/b/a Pacificom / Pacific Communications)	Delaware
Allergan W.C. Holding Inc.	Delaware
Anterios, Inc.	Delaware
Aptalis Pharma US, Inc.	Delaware
AqueSys, Inc.	Delaware
BioDisplay Technologies, Inc.	Illinois
Bonti, Inc.	Delaware

Cearna Aesthetics, Inc.	Delaware
Chase Pharmaceuticals Corporation	Delaware
Del Mar Indemnity Company LLC	Hawaii
Durata Holdings, Inc.	Delaware
Durata Therapeutics, Inc.	Delaware
Durata Therapeutics U.S. Limited	Delaware
Eden Biodesign, LLC	Delaware
Envy Medical, Inc.	Delaware
Exemplar Pharma, LLC	Delaware
Foresight Vision5, Inc.	Delaware
Fremont Holding L.L.C.	Delaware
Furiex Pharmaceuticals LLC	Delaware
IEP Pharmaceutical Devices, LLC	Delaware
Keller Medical, Inc.	Delaware
Knoll Pharmaceutical Company	New Jersey
KOS Pharmaceuticals, Inc.	Delaware
Life Properties Inc.	Delaware
LifeCell Corporation	Delaware
MAP Pharmaceuticals, LLC	Delaware
Mavupharma, Inc.	Delaware
MPEX Pharmaceuticals, Inc.	Delaware

Naurex Inc.	Delaware
Oculeve, Inc.	Delaware
Organics L.L.C.	Delaware
Pacific Pharma, Inc.	Delaware
Pharmacyclics LLC	Delaware
Pharmax Holding Limited	Delaware
Repros Therapeutics Inc.	Delaware
Rowell Laboratories, Inc.	Minnesota
RP Merger Sub, Inc.	Delaware
Sapphire Merger Sub, Inc.	Delaware
Silicone Engineering, Inc.	California
Soliton Inc.	Delaware
Suffolk Merger Sub, Inc.	Delaware
TeneoOne, Inc.	Delaware
Tobira Therapeutics, Inc.	Delaware
Topokine Therapeutics, Inc.	Delaware
Transderm, Inc.	Delaware
Unimed Pharmaceuticals, LLC	Delaware
Venice Subsidiary LLC	Delaware
Vicuron Pharmaceuticals LLC	Delaware
Vitae Pharmaceuticals, LLC	Delaware
Warner Chilcott Leasing Equipment Inc.	Delaware

Warner Chilcott Sales (US), LLC	Delaware
Zeltiq A LLC	Delaware
Zeltiq Aesthetics, Inc.	Delaware
Zeltiq International, LLC	Delaware

Foreign Subsidiaries	Incorporation
AbbVie S.A.	Argentina
Allergan Productos Farmaceuticos S.A.	Argentina
Allergan Australia Pty Limited	Australia
Elastagen Pty Ltd	Australia
Kythera Biopharmaceuticals Australia Pty Ltd	Australia
AbbVie Pty Ltd	Australia
AbbVie GmbH	Austria
AbbVie Bahamas Ltd.	Bahamas
AbbVie SA	Belgium
Allergan N.V.	Belgium
Odyssea Pharma SPRL	Belgium
AbbVie Ltd	Bermuda
AbbVie Biotechnology Ltd	Bermuda
AbbVie Finance Limited	Bermuda
AbbVie Global Enterprises Ltd.	Bermuda
AbbVie Holdings Unlimited	Bermuda
Allergan Development Ventures I, LP	Bermuda
Allergan Holdings B Ltd.	Bermuda
Allergan Holdings B2, Ltd.	Bermuda
Kythera Holdings Ltd	Bermuda
Warner Chilcott Holdings Company II, Limited	Bermuda

Warner Chilcott Holdings Company III, Limited	Bermuda
Warner Chilcott Limited	Bermuda
AbbVie d.o.o.	Bosnia
AbbVie Farmacêutica Ltda.	Brazil
Allergan Productos Farmaceuticos Ltda.	Brazil
AbbVie EOOD	Bulgaria
Allergan Bulgaria EOOD	Bulgaria
AbbVie Corporation	Canada
AbbVie Holdings Corporation	Canada
Allergan Inc.	Canada
Aptalis Pharma Canada ULC	Canada (Alberta)
Allergan Holdings C, Ltd.	Cayman Islands
Allergan Overseas Holding	Cayman Islands
Pharmacyclics Cayman Ltd.	Cayman Islands
Stemcentrx Cayman Ltd.	Cayman Islands
AbbVie Productos Farmacéuticos Limitada	Chile
Allergan Laboratorios Limitada	Chile
AbbVie Pharmaceutical Trading (Shanghai) Co., Ltd.	China
Allergan (Chengdu) Medical Aesthetics Clinic Co., Ltd.	China
Allergan Information Consulting (Shanghai) Co., Ltd.	China
Allergan Medical Device (Shanghai) Co., Ltd.	China

AbbVie S.A.S.	Colombia
Allergan de Colombia S.A.	Colombia
Allergan Costa Rica S.R.L.	Costa Rica
AbbVie d.o.o.	Croatia
AbbVie Limited	Cyprus
AbbVie s.r.o.	Czech Republic
Allergan CZ, s.r.o.	Czech Republic
AbbVie A/S	Denmark
Allergan ApS	Denmark
AbbVie, S.R.L.	Dominican Republic
AbbVie L.L.C.	Egypt
AbbVie OÜ	Estonia
AbbVie Oy	Finland
Allergan Finland Oy	Finland
AbbVie SAS	France
Allergan France SAS	France
Allergan Holdings France SAS	France
Allergan Industrie SAS	France
Eurand France S.A.S.	France
Forest Holdings France S.A.S.	France
AbbVie Biotechnology GmbH	Germany
AbbVie Deutschland GmbH & Co. KG	Germany

AbbVie Komplementär GmbH	Germany
AbbVie Pharmaceuticals GmbH	Germany
AbbVie Real Estate Management GmbH	Germany
Allergan GmbH	Germany
AbbVie (Gibraltar) Holdings Limited	Gibraltar
AbbVie (Gibraltar) Limited	Gibraltar
AbbVie Pharmaceuticals Societe Anonyme	Greece
Allergan Hellas Pharmaceuticals S.A.	Greece
AbbVie, Socieded Anonima	Guatemala
AbbVie Limited	Hong Kong
Allergan Hong Kong Limited	Hong Kong
AbbVie Gyogyszerkereskedelmi Korlatolt Felelossegu Tarsasag	Hungary
Allergan Hungary Kft.	Hungary
Allergan Healthcare India Private Limited	India
Allergan India Private Limited*	India
AbbVie International Holdings Unlimited Company	Ireland
AbbVie Ireland Holdings Unlimited Company	Ireland
AbbVie Ireland Unlimited Company	Ireland
AbbVie Limited	Ireland
AbbVie Manufacturing Management Unlimited Company	Ireland

Allergan Botox Unlimited Company (In voluntary liquidation)	Ireland
Allergan Equities Unlimited Company	Ireland
Allergan Furiex Ireland Limited (In voluntary liquidation)	Ireland
Allergan Holdings Unlimited Company	Ireland
Allergan Ireland Holdings Unlimited Company	Ireland
Allergan Ireland Limited	Ireland
Allergan Limited	Ireland
Allergan Pharma Limited	Ireland
Allergan Pharmaceuticals Holdings (Ireland) Unlimited Company (In voluntary liquidation)	Ireland
Allergan Pharmaceuticals International Limited	Ireland
Allergan Pharmaceuticals Ireland Unlimited Company	Ireland
Allergan Services International, Unlimited Company	Ireland
Allergan WC Ireland Holdings Limited	Ireland
Forest Laboratories Ireland Limited	Ireland
Fournier Laboratories Ireland Limited	Ireland
Pharmacyclics (Europe) Limited	Ireland
Tosara Exports Limited (In voluntary liquidation)	Ireland
Warner Chilcott Intermediate (Ireland) ULC	Ireland
Zeltiq Ireland International Holdings Unlimited Company	Ireland
Zeltiq Ireland Unlimited Company	Ireland
AbbVie Biopharmaceuticals Ltd.	Israel

Allergan Israel Ltd.	Israel
Marbelle Threads Ltd.	Israel
AbbVie S.r.l.	Italy
Allergan S.p.A.	Italy
Aptalis Pharma S.r.l.	Italy
AbbVie GK	Japan
Allergan International YK	Japan
Allergan Japan KK	Japan
Allergan K.K.	Japan
Allergan NK	Japan
AbbVie Ltd	Korea, South
Allergan Korea Ltd.	Korea, South
AbbVie SIA	Latvia
AbbVie UAB	Lithuania
Allergan Baltics, UAB	Lithuania
AbbVie Biotherapeutics S.àr.l.	Luxembourg
AbbVie Holdings S.à r.l.	Luxembourg
AbbVie Global S.à r.l.	Luxembourg
Allergan AHI S.à r.l.	Luxembourg
Allergan Capital 2 S.à r.l.	Luxembourg
Allergan Capital S.à r.l.	Luxembourg
Allergan Europe S.à r.l.	Luxembourg

Allergan Finance S.à r.l.	Luxembourg
Allergan Funding SCS	Luxembourg
Allergan Global S.à r.l.	Luxembourg
Allergan Holdings S.à r.l.	Luxembourg
Allergan International Holding S.à r.l.	Luxembourg
Allergan Luxembourg International S.à r.l.	Luxembourg
Allergan WC 1 S.à r.l.	Luxembourg
Allergan WC 2 S.à r.l.	Luxembourg
AbbVie Sdn. Bhd.	Malaysia
Allergan Malaysia Sdn Bhd	Malaysia
Allergan Malta Holding Limited	Malta
Allergan Malta II Limited	Malta
Allergan Malta Limited	Malta
AbbVie Farmacéuticos, S.A. de C.V.	Mexico
Allergan Servicios Profesionales, S. de R.L. de C.V.	Mexico
Allergan, S.A. de C.V.	Mexico
AbbVie B.V.	Netherlands
AbbVie Central Finance B.V.	Netherlands
AbbVie Enterprises B.V.	Netherlands
AbbVie Finance B.V.	Netherlands
AbbVie Ireland NL B.V.	Netherlands

AbbVie Japan Holdings B.V.	Netherlands
AbbVie Logistics B.V.	Netherlands
AbbVie Nederland Holdings B.V.	Netherlands
AbbVie Pharmaceuticals B.V.	Netherlands
AbbVie Research B.V.	Netherlands
AbbVie Venezuela B.V.	Netherlands
AbbVie Venezuela Holdings B.V.	Netherlands
Allergan B.V.	Netherlands
Aptalis Holding B.V.	Netherlands
Aptalis Netherlands B.V.	Netherlands
Forest Finance B.V.	Netherlands
Warner Chilcott Nederland B.V.	Netherlands
AbbVie Limited	New Zealand
Allergan New Zealand Limited	New Zealand
AbbVie AS	Norway
Allergan AS	Norway
AbbVie, S. de R.L.	Panama
Allergan Healthcare Philippines, Inc.	Philippines
AbbVie Polska Sp. z o.o.	Poland
AbbVie Sp. z o.o.	Poland
Allergan Sp. z o.o.	Poland
AbbVie, L.da	Portugal

AbbVie Promoção, L.da	Portugal
AbbVie Corp	Puerto Rico
Knoll LLC	Puerto Rico
AbbVie S.R.L.	Romania
AbbVie Trading S.R.L.	Romania
Allergan S.R.L.	Romania
AbbVie Limited Liability Company	Russia
Allergan C.I.S. S.a.r.l.	Russia
Allergan Saudi Arabia LLC*	Saudi Arabia
Allergan d.o.o. Beograd	Serbia
AbbVie Operations Singapore Pte. Ltd.	Singapore
AbbVie Pte. Ltd.	Singapore
Allergan Singapore Pte. Ltd.	Singapore
AbbVie Holdings s.r.o.	Slovakia
AbbVie s.r.o.	Slovakia
Allergan SK s.r.o.	Slovakia
AbbVie Biofarmacevtska druzba d.o.o.	Slovenia
AbbVie (Pty) Ltd.	South Africa
Allergan Pharmaceuticals (Proprietary) Limited	South Africa
AbbVie Spain, S.L.	Spain
Allergan S.A.	Spain

AbbVie AB	Sweden
Allergan Norden AB	Sweden
AbbVie AG	Switzerland
AbbVie Biopharmaceuticals GmbH	Switzerland
Allergan AG	Switzerland
Pharmacyclics Switzerland GmbH	Switzerland
VarioRaw Percutive S.à r.l.	Switzerland
Warner Chilcott Pharmaceuticals S à rl	Switzerland
Allergan Pharmaceuticals Taiwan Co. Ltd.	Taiwan
AbbVie Ltd.	Thailand
Allergan (Thailand) Limited	Thailand
AbbVie Sarl	Tunisia
AbbVie Tıbbi İlaçlar Sanayi ve Ticaret Limited Şirketi	Turkey
Allergan Ilaclari Ticaret Anonim Sirketi	Turkey
Allergan Ukraine LLC	Ukraine
Allergan Middle East Limited	United Arab Emirates
AbbVie Australasia Holdings Limited	United Kingdom
AbbVie Biotherapeutics Limited	United Kingdom
AbbVie Investments Limited	United Kingdom
AbbVie Ltd	United Kingdom
AbbVie Trustee Company Limited	United Kingdom
AbbVie UK Holdco Limited	United Kingdom

Akarna Therapeutics, Limited	United Kingdom
Allergan Holdco UK Limited	United Kingdom
Allergan Holdings Limited	United Kingdom
Allergan Limited	United Kingdom
Lifecell EMEA Limited (In voluntary liquidation)	United Kingdom
Renable Pharma Ltd.	United Kingdom
Zeltiq Limited (In voluntary liquidation)	United Kingdom
AbbVie S.A.	Uruguay
AbbVie Pharmaceuticals SCA.	Venezuela

* Ownership of such subsidiary is less than 100% by AbbVie or an AbbVie subsidiary

EXHIBIT B

EX-21.1 10 agn-ex211_448.htm EX-21.1

Exhibit 21.1

Name	Jurisdiction of Incorporation
AGN International Inc.	US - Delaware
AGN Kythera, L.P.	US- Delaware
AGN Labs LLC	US - Delaware
AGN LLC	US - Delaware
AGN Sundry LLC	US - Delaware
Akarna Therapeutics, Limited	UK
Allergan WC 1 S.a r.l.	Luxembourg
Allergan (Chengdu) Medical Aesthetics Clinic Co., Ltd.	China
Allergan (Thailand) Limited	Thailand
Allergan AG	Switzerland
Allergan AHI S.à r.l. Management (DIFC Branch)	UAB
Allergan AHI S.á r.l.	Luxembourg
Allergan AHI S.á r.l., Luxembourg, Zweigniederlassung Zug Branch	Switzerland
Allergan Akarna LLC	US - Delaware
Allergan ApS	Denmark
Allergan AS	Norway
Allergan Australia Pty Limited	Australia
Allergan B.V.	Netherlands, The
Allergan Baltics, UAB	Lithuania
Allergan Baltics, UAB Eesti filiaal	Estonia Branch
Allergan Baltics, UAB Latvijas filias	Latvia
Allergan Biologics Ltd.	UK
Allergan Botox Unlimited Company	Ireland
Allergan Bulgaria EOOD	Bulgaria
Allergan C.I.S. SARL	Russian Federation
Allergan Capital S.à r.l.	Luxembourg
Allergan Capital 2 S.à r.l.	Luxembourg
Allergan Capital 2 Sarl, Luxembourg, Zweigniederlassung, Zug	Switzerland
Allergan Capital S.à r.l., Luxembourg, Zweigniederlassung Zug Branch	Switzerland
Allergan Cayman Islands Irish Branch	Ireland
Allergan Costa Rica S.R.L	Costa Rica
Allergan CZ, s.r.o.	Czech Republic
Allergan d.o.o. Beograd	Serbia
Allergan de Colombia S.A.	Colombia
Allergan de Venezuela, C.A.	Venzuela
Allergan Development Ventures I Ireland Unlimited Company	Ireland
Allergan Development Ventures I LP	Bermuda
Allergan Development Ventures I UK	UK
Allergan Equities Unlimited Company	Ireland
Allergan Europe S.à r.l.	Luxembourg
Allergan Finance S.à r.l.	Luxembourg
Allergan Finance, LLC	US - Nevada
Allergan Finco 2 Inc.	US - Delaware
Allergan Finco Inc.	US - Delaware

Exhibit 21.1

Allergan Finland Oy	Finland
Allergan France SAS	France
Allergan Funding SCS	Luxembourg
Allergan Furiex Ireland Limited	Ireland
Allergan GI Corp.	US - Delaware
Allergan Global S.à r.l.	Luxembourg
Allergan GmbH	Germany
Allergan GP Holding LLC	US- Delaware
Allergan Healthcare India Private Limited	India
Allergan Healthcare Philippines, Inc.	Philippines
Allergan Hellas Pharmaceuticals S.A.	Greece
Allergan Holdco UK Limited	UK
Allergan Holdco US, Inc.	US - Delaware
Allergan Holdings B Ltd.	Bermuda
Allergan Holdings B1, Inc.	US - Delaware
Allergan Holdings B2 Limited	Bermuda
Allergan Holdings C Ltd	Cayman Island
Allergan Holdings France SAS	France
Allergan Holdings Limited	UK
Allergan Holdings S. à r.l.	Luxembourg
Allergan Holdings Unlimited Company	Ireland
Allergan Holdings, Inc.	US - Delaware
Allergan Hong Kong Limited	Hong Kong
Allergan Hungary Kft.	Hungary
Allergan Ilaclari Ticaret A.S.	Turkey
Allergan Inc.	Canada
Allergan India Private Limited	India
Allergan Industrie SAS	France
Allergan Information Consulting (Shanghai) Co., Ltd.	China
Allergan International Holding S.à r.l.	Luxembourg
Allergan International YK	Japan
Allergan Ireland Finance Limited	Ireland
Allergan Ireland Holdings Unlimited Company	Ireland
Allergan Ireland Limited	Ireland
Allergan Israel Limited	Israel
Allergan Japan KK	Japan
Allergan KK	Japan
Allergan Korea Ltd	Korea
Allergan Laboratories, LLC	US - Delaware
Allergan Laboratorios Limitada	Chile
Allergan Lending 2 LLC	US - Delaware
Allergan Lending LLC	US - Delaware
Allergan Limited	UK
Allergan Luxembourg International S.à r.l.	Luxembourg
Allergan Malaysia Sdn. Bhd.	Malaysia

Exhibit 21.1

Allergan Malta Holding Limited	Malta
Allergan Malta II Limited	Malta
Allergan Malta Limited	Malta
Allergan Medical Device (Shanghai) Co., Ltd.	China
Allergan Middle East Limited	United Arab Emirates
Allergan N.V.	Belgium
Allergan New Zealand Ltd.	New Zealand
Allergan NK	Japan
Allergan Norden AB	Sweden
Allergan Norden AB Finnish branch	Finland
Allergan Overseas Holding	Cayman Island
Allergan Pharma Inc.	US - Delaware
Allergan Pharma Limited	Ireland
Allergan Pharmaceuticals (Proprietary) Ltd.	South Africa
Allergan Pharmaceuticals Holdings (Ireland) Unlimited Company	Ireland
Allergan Pharmaceuticals International Limited	Ireland
Allergan Pharmaceuticals International Limited Jordan Office	Jordan
Allergan Pharmaceuticals International Limited Lebanon Office	Lebanon
Allergan Pharmaceuticals Ireland	Ireland
Allergan Pharmaceuticals Taiwan Co. Ltd.	Taiwan
Allergan Productos Farmaceuticos S.A.	Argentina
Allergan Produtos Farmaceuticos Ltda.	Brazil
Allergan Property Holdings, LLC	US - Delaware
Allergan Puerto Rico Holdings, Inc.	US - Delaware
Allergan S.A.	Spain
Allergan S.p.A.	Italy
Allergan Sales Puerto Rico, Inc.	US - California
Allergan Sales, LLC (d/b/a Allergan; d/b/a Bioscience Laboratories)	US - Delaware
Allergan Saudi Arabia LLC	Saudi Arablia
Allergan Scientific Office	Egypt
Allergan Services International Unlimited Company	Ireland
Allergan Servicios Profesionales, S. de R.L. de C.V.	Mexico
Allergan Singapore Pte. Ltd.	Singapore
Allergan Singapore Pte. Ltd. Indonesia Rep Office	Indonesia
Allergan Singapore Pte. Ltd. Vietnam Rep Office	Vietnam
Allergan SK s.r.o.	Slovak Republic
Allergan Sp. z.o.o.	Poland
Allergan S.R.L.	Romania
Allergan Therapeutics LLC	US- Delaware
Allergan UK LLP	UK
Allergan Ukraine, LLC	Ukraine
Allergan USA, Inc. (d/b/a Pacificom / Pacific Communications)	US - Delaware
Allergan W.C. Holding Inc.	US - Delaware
Allergan WC 2 S.a r.l.	Luxembourg
Allergan WC Ireland Holdings Ltd.	Ireland

Exhibit 21.1

Allergan, Inc.	US - Delaware
Allergan, S.A. de C.V.	Mexico
Anterios, Inc.	US - Delaware
Aptalis Holding B.V.	Netherlands, The
Aptalis Netherlands B.V.	Netherlands, The
Aptalis Pharma Canada ULC	Canada
Aptalis Pharma S.r.l.	Italy
Aptalis Pharma UK Limited	UK
Aptalis Pharma US, Inc.	US - Delaware
AqueSys, Inc.	US - Delaware
Bonti, Inc.	US - Delaware
Cearna Aesthetics, Inc	US - Delaware
Chase Pharmaceuticals Corporation	US - Delaware
Collagen Luxembourg SA	Luxembourg
Del Mar Indemnity Company, LLC	US - Hawaii
Durata Holdings, Inc.	US - Delaware
Durata Therapeuctics U.S. Limited	US - Delaware
Durata Therapeutics, Inc.	US - Delaware
Eden Biodesign, LLC	US - Delaware
Elastagen Pty Limited	Australia
Envy Medical, Inc.	US - Delaware
Eurand France S.A.S.	France
Exemplar Pharma LLC	US - Delaware
Forest Finance B.V.	Netherlands, The
Forest Holdings France S. A.S.	France
Forest Laboratories Holdings Limited	Ireland
Forest Laboratories Ireland Ltd	Ireland
ForSight VISION5, Inc.	US - Delaware
Furiex Pharmaceuticals, LLC	US - Delaware
Keller Medical, Inc.	US - Delaware
Kythera Biopharmaceuticals Australia Pty Ltd.	Australia
Kythera Holdings Ltd.	Bermuda
LifeCell Corporation	US - Delaware
LifeCell EMEA Limited	UK
LifeCell EMEA Limited Austria branch	Austria
LifeCell EMEA Limited Italy branch	Italy
LifeCell EMEA Limited Sucursal en Espaňa	Spain
LifeCell EMEA Limited, Zweigniederlassung Zürich	Switzerland
LifeCell Medical Resources Limited in voluntary liquidation	Ireland
MAP Pharmaceuticals LLC	US - Delaware
McGhan Ireland Holdings Ltd.	Ireland
McGahn Limited	Ireland
MPEX Pharmaceuticals, Inc.	US - Delaware
Naurex Inc.	US - Delaware
Northwood Medical Innovation, Ltd.	UK

Exhibit 21.1

Oculeve, Inc.	US - Delaware
Odyssea Pharma SPRL	Belgium
Pacific Pharma, Inc.	US - Delaware
Pharm-Allergan GmbH Austria branch	Austria
Pharmax Holding Limited	US - Delaware
Renable Pharma Limited	UK
Repros Therapeutics Inc,.	US- Delaware
RP Merger Sub, Inc.	US - Delaware
Seabreeze Silicone Unlimited Company	Ireland
Silicone Engineering Inc.	US - California
Tobira Therapeutics, Inc.	US - Delaware
Topokine Therapeutics, Inc.	US - Delaware
Tosara Exports Limited	Ireland
Transderm, Inc.	US - Utah
Varioraw Percutive Sàrl	Switzerland
Vicuron Pharmaceuticals LLC	US - Delaware
Viokace LLC	US - Delaware
Vitae Pharmaceuticals LLC	US - Delaware
Warner Chilcott Holdings Company II, Limited	Bermuda
Warner Chilcott Holdings Company III, Limited	Bermuda
Warner Chilcott Intermediate (Ireland) Limited	Ireland
Warner Chilcott Leasing Equipment Inc.	US - Delaware
Warner Chilcott Limited	Bermuda
Warner Chilcott Nederland B.V.	Netherlands, The
Warner Chilcott Pharmaceuticals S. àr.l.	Switzerland
Warner Chilcott Sales (US), LLC	US - Delaware
ZELTIQ A, LLC	US - Delaware
ZELTIQ Aesthetics, Inc.	US - Delaware
ZELTIQ International, LLC	US - Delaware
ZELTIQ International, LLC - Singapore Branch	Singapore
ZELTIQ Ireland International Holdings UC	Ireland
ZELTIQ Ireland Unlimited Company	Ireland
ZELTIQ Limited	United Kingdom
Zeltiq Limited Spanish branch	Spain
Zenpep LLC	US - Delaware

EXHIBIT C

Schedule 4.6(c)-Transferred Group

	Company Name	*Jurisdiction of Incorporation*
1.	Warner Chilcott Company, LLC	Puerto Rico
2.	Warner Chilcott (Ireland) Limited	Ireland
3.	Warner Chilcott Finance LLC.	Delaware
4.	Warner Chilcott Australia Pty. Ltd.	Australia
5.	Warner Chilcott Pharmaceuticals B.V.B.A.	Belgium
6.	Warner Chilcott France SAS	France
7.	Warner Chilcott Italy S.r.l.	Italy
8.	Actavis Pharma Iberia S.L. (f7k/a Warner Chilcott Iberia S.L.)	Spain
9.	Robin Hood Holdings Ltd.	Malta
10.	Paomar plc	Cyprus
11.	Actavis Phanna Pty Ltd.	Australia
12.	MakoffR&D Laboratories, Inc.	California
13.	R&D Pharmaceutical, Inc.	California
14.	R&D Ferriecit Capital Resources, Inc.	California
15.	R&D Research & Development Corp.	California
16.	R&D New Media Services, Inc.	California
17.	Royce Laboratories, Inc.	Florida
18.	Royce Research Group, Inc.	Florida
19.	Royce Research & Development Limited Partnership I	Florida
20.	The Rugby Group, Inc.	New York
21.	Watson Laboratories, Inc. Ohio	New York

	Company Name	*Jurisdiction of Incorporation*
22.	Rugby Laboratories, Inc.	New York
23.	Changzhou Siyao Pharmaceuticals Co.,Ltd.	China
24.	Watson Phannaceuticals (Asia) Ltd.	BVT
25.	WP Holdings, Ltd.	BVI
26.	Watson Pharn1aceuticals, China Ltd	BVI
27.	Med All Enterprise Consulting (Shanghai) Co. Ltd.	China
28.	Nicobrand Limited	Northern Ireland
29.	Watson Pharmaceuticals International Ltd.	BVI
30.	Watson Diagnostics, Inc.	Delaware
31.	Del Mar Indemnity Co. Inc.	Hawaii
32.	Actavis Laboratories NY, Inc.	New York
33.	Circa Pharmaceuticals West, Inc.	California
34.	Circa Sub	New York
35.	Andrx Corporation	Delaware
36.	Andrx South Carolina I, Inc.	South Carolina
37.	Andrx Pharnrnceuticals (Mass), Inc.	Florida
38.	Andrx Pharnrnceuticals Equipment #1, LLC	Florida
39.	Andrx Pharmaceuticals (NC) Inc.	Florida
40.	Andrx Pharmaceuticals, (NC) Equipment LLC	Delaware
41.	SR Six, Inc.	Florida
42.	Ancirc Pharmaceuticals	New York
43.	RxAPS, Inc.	Florida
44.	Andrx Pharmaceuticals Sales and Marketing, Inc.	Florida

	Company Name	*Jurisdiction of Incorporation*
45.	Actavis Laboratories FL, Inc.	Florida
46.	Watson Management Corporation	Florida
47.	Watson Therapeutics, Inc.	Florida
48.	Valmed Pharmaceuticals, Inc.	New York
49.	Andrx Pharmaceuticals, LLC	Delaware
50.	Andrx Labs LLC	Delaware
51.	Andrx Laboratories (NJ) Inc.	Delaware
52.	Watson Cobalt Holdings, LLC	Delaware
53.	Watson Manufacturing Services, Inc.	Delaware
54.	Natrapac, Inc.	Utah
55.	Coventry Acquisition, LLC	Delaware
56.	Cobalt Laboratories, LLC	Delaware
57.	Watson Phanna Private Ltd.	India
58.	Watson Laboratories, LLC	Delaware
59.	Actavis Puerto Rico Holdings Inc.	Delaware
60.	Actavis US Holding LLC	Delaware
61.	Actavis LLC	Delaware
62.	Actavis South Atlantic LLC	Delaware
63.	Actavis Elizabeth LLC	Delaware
64.	Actavis Kadian LLC	Delaware
65.	Actavis Mid Atlantic LLC	Delaware
66.	Actavis Totowa LLC	Delaware
67.	Actavis Phannaceuticals NJ, Inc.	Delaware

	Company Name	*Jurisdiction of Incorporation*
68.	Watson Laboratories, Inc.	Connecticut
69.	Watson Laboratories, Inc.	Delaware
70.	Schein Bayer Phannaceutical Services, Tnc.	Delaware
71.	Schein Pharmaceutical International, Inc.	Delaware
72.	Schein Pharmaceutical Ltd	Bermuda
73.	Marsam Pharma, LLC	Delaware
74.	MSI, Inc.	Delaware
75.	Actavis Holding 2 Sarl	Luxembourg
76.	Actavis Services (Asia) Ltd.	Malta
77.	Arrow Laboratories, Ltd.	Malta
78.	Arrow Supplies, Ltd.	
79.	Arrow Phanna HK Ltd.	Hong Kong
80.	Marrow Pharmaceuticals Research & Development Co Ltd.	China
81.	Actavis S.a.r.l.	Luxembourg
82.	Paomar Plc.	Cyprus
83.	"Specifar"	Greece
84.	Alet	Greece
85.	Actavis Phanna Pty Ltd	Australia
86.	Ascent Pham1ahealth Pty Ltd	Australia
87.	Actavis Australia Pty Ltd	Australia
88.	Ascent Australia Pty Ltd	Australia
89.	Actavis Pty Ltd	Australia
90.	Ascent Pham1a Pty Ltd.	Australia

	Company Name	*Jurisdiction of Incorporation*
91.	Ascent Phannahealth Asia Pte Ltd	Singapore
92.	Drug Houses of Australia Pte Ltd.	Singapore
93.	Ascent Pham,ahealth Hong Kong Ltd.	Hong Kong
94.	Actavis Sdn. Bhd.	Malaysia
95.	Arrow Group ApS	Denmark
96.	Arrow ApS	Denmark
97.	Makewhey Products Pty. Ltd.	South Africa
98.	Actavis Holdings South Africa (Pty) Ltd.	South Africa
99.	Actavis Phanna (Pty) Ltd.	South Africa
100.	Actavis (Pty) Ltd.	South Africa
101.	Scriptpham1 Marketing (Pty) Ltd	South Africa
102.	Referral-Net (Pty) Ltd.	South Africa
103.	Spear Pharmaceuticals (Pty) Ltd	South Africa
104.	Pharmascript Pham,aceuticals Ltd.	South Africa
105.	Arrow Pharma Tender (Pty) Ltd.	South Africa
106.	Scriptphann Risk Management (Pty) Ltd.	South Africa
107.	Imbani Phannaceuticals (Pty) Ltd.	South Africa
108.	Zelphy 1308 (Pty) Ltd.	South Africa
109.	Arrow Poland SA	Poland
110.	Arrowblue Produtos Fannaceuticos SA	Portugal
111.	Bowmed Ltd	UK
112.	Selamine Ltd.	Ireland
113.	Arrow Blue Ltd	Israel

Company Name	*Jurisdiction of Incorporation*
114. Seeker Investments Ltd.	BVI
115. SC Pharma (Pty) Ltd.	Australia
116. Spirit Pharmaceuticals NZ Pty Ltd.	New Zealand
117. Willow Pharmaceuticals Pty Ltd.	Australia
118. Medis Phanna Pty Ltd	Australia
119. Eremad Pty Ltd.	Australia
120. Arrow Lakemedel AB	Sweden
121. Arrow Generics Ltd.	UK
122. Arrow No 7 Ltd	UK
123. Breath Ltd	UK
124. Soosysoo Ltd.	BVI
125. Actavis New Zealand Limited	New Zealand
126. Watson Laboratories, S. de R.L. de C.V	Mexico
127. Actavis Canada Company	Canada
128. Actavis Pharma Company	Canada
129. 3242038 Nova Scotia Company	Canada
130. Abri Pharmceuticals Company	Canada
131. Actavis Phanna Holding 4 ehf. (APH4)	Iceland
132. Actavis Phanna Holding 5 ehf. (APH5)	Iceland
133. Actavis Group ehf.	Iceland
134. Actavis Group PTC ehf.	Iceland
135. Actavis Dutch Holding BV	Netherlands
136. LLC Actavis	Russia

Company Name	*Jurisdiction of Incorporation*
137. Actavis Ilaclari AS# TU0000001	Turkey
138. Opening Pharma Bulgaria EOOD	Bulgaria
139. Open Pharma LLC	Russia
140. Actavis ehf.	Iceland
141. Medis ehf.	Iceland
142. Medis Pharma France SAS	France
143. Medis-Danmark A/S. # DA000003	Denmark
144. Actavis Ireland Ltd.	Ireland
145. Actavis Italy S.p.A. # IT000001	Italy
146. Actavis Isle ofMan Ltd.	Isle of Man
147. Actavis Nordic A/S # DA000002	Denmark
148. Actavis Oy	Finland
149. UAB Actavis Baltic	Lithuania
150. Actavis Holding AB	Sweden
151. Actavis AB	Sweden
152. Actavis Holding Germany GmbH	
153. Medis Pharma GmbH	Germany
154. Actavis A/S #DA000001	Denmark
155. Actavis Norway AS	Norway
156. Actavis, S. de. R.L. de C.V.	Mexico
157. Actavis Pharma S. de R.L. de C.V.	Mexico
158. Actavis Hungary Kft.	Hungary
159. Arrow Phann (Malta) Ltd.	Malta

Company Name	*Jurisdiction of Incorporation*
160. Medis Pharma BV	Netherlands
161. Pharma Pack International B.V.	Netherlands
162. Actavis Polska Sp. z.o.o.	Poland
163. Actavis International Ltd.	Malta
164. Actavis Malta Ltd.	Malta
165. Actavis Export International Ltd.	Malta
166. Actavis Ltd.	Malta
167. Actavis GmbH	Austria
168. Actavis Holdings UK Ltd.	UK
169. Actavis Holdings UK II Ltd.	UK
170. Actavis UK Ltd.	UK
171. Warner Chilcott Acquisition Limited	UK
172. Chilcott UK Limited	UK
173. Warner Chilcott Research Laboratories Ltd.	UK
174. Warner Chilcott UK Limited	UK
175. Warner Chilcott Pharmaceuticals UK Limited	UK
176. Warner Chilcott Deutschland GmbH	Germany
177. Millbrook (NI) Limited	UK
178. Auden Mckenzie Holdings Ltd.	UK
179. Auden Mckenzie (Pharma Division) Ltd.	UK
180. NRIM Ltd.	UK
181. Lime Pharma Ltd.	UK
182. D3 Pharma Ltd.	UK

Company Name	*Jurisdiction of Incorporation*
183. Actavis d.o.o. Belgrade	Serbia
184. Lotus Laboratories Private Ltd.	India
185. Actavis Ukraine LLC	Ukraine
186. Zdravlje AD	Serbia
187. Actavis Switzerland AG	Switzerland
188. Oncopharma AG# SZ000001	Switzerland
189. Sindan Pham1a SRL	Romania
190. Actavis SRL	Romania
191. Sindan Foundation	Romania
192. Actavis CZ a.s. # EZ000001	Czech Republic
193. Actavis S.r.o.	Slovak Republic
194. Biovena Pharma Sp. z.o.o.	Poland
195. Actavis (Cyprus) Ltd.	Cyprus
196. Actavis Operations EOOD	Bulgaria
197. Balkanpharma Troyan AD	Bulgaria
198. Balkanpharma Dupnitsa AD	Bulgaria
199. Balkanpharma Security EOOD	Bulgaria
200. Balkanpharma Healthcare International (Cyprus) Ltd.	Cyprus
201. Actavis EAD	Bulgaria
202. Actavis Istanbul Ilac Sanayive Ticaret Ltd. Sirketi	Turkey
203. Actavis (MEEA) FZE	UAE
204. Actavis Farmaceutica Limitada	Brazil
205. Actavis Holding Asia BV	Netherlands

Company Name	*Jurisdiction of Incorporation*
206. Actavis Hong Kong Limited	Hong Kong
207. China Medical & Chemical Industrial Development Group Ltd.	China
208. Actavis Phanna Development Centre Private Ltd.	India
209. Actavis Pharma Private Ltd.	India
210. PT Actavis Indonesia	Indonesia
211. Actavis ASKA KK	Japan
212. Actavis KK # JA0000001	Japan
213. Actavis (Asia Pacific) Pte. Ltd.	Singapore
214. Actavis Thailand Co., Ltd. (flk/a Silom Medical Co., Ltd)	Thailand
215. Silom Medical International Co., Ltd.	Thailand
216. Forest Laboratories UK Ltd.	UK
217. Pharmax Ltd.	UK
218. Forest Pharma BV	Netherlands
219. Forest Laboratories Osterreich GmbH	Austria
220. Forest Laboratories Denmark ApS	Denmark
221. Forest Laboratories France S.A.S.	France
222. Forest Laboratories Deutschland GmbH	Germany
223. Forest Laboratories Italy S.r.L.	Italy
224. Forest Laboratories Spain, SL	Spain
225. Forest Laboratories Switzerland GmbH	
226. Axcan France (Invest) SAS	France
227. Actavis Biophanna SAS	France
228. Aptalis Pharma SAS	France

Company Name	*Jurisdiction of Incorporation*
229. Forest Tosara Ltd.	Ireland
230. Allergan UK LLP	UK
231. Actavis Laboratories UT, Tnc.	Delaware
232. Watson Laboratories, Inc.	Nevada
233. Actavis Pham1a, Inc.	Delaware
234. Arrow International Ltd.	Malta
235. Allergan UK Group Ltd.	UK

236. Actavis France ehf.

237. Actavis Holdco Us, Inc.

EXHIBIT D

Exhibit D

List of Opioid Remediation Uses

Schedule A
Core Strategies

The State and Participating Subdivisions shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").

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

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-

occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

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

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")**

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

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

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

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

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

Schedule B
Approved Uses

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

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[13]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

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

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

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

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

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

    5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

    6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

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

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

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

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

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

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

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

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;

2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

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

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

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

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

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

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

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

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

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

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

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT E

Subdivision Teva and Allergan Settlements Participation Form

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

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreements with Teva and Allergan ("*Teva and Allergan Settlements*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva and Allergan Settlements, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva and Allergan Settlements, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Teva and Allergan Settlements and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the execution of this Participation Form, secure the dismissal with prejudice of any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Teva and Allergan Settlements pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Teva and Allergan Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the effective date.

5. The Governmental Entity agrees to use any monies it receives through the Teva and Allergan Settlements solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the Providence County Superior Court in the State of Rhode Island for resolving disputes to the extent provided in the Teva and Allergan Settlements.

7. The Governmental Entity has the right to enforce the Teva and Allergan Settlements as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Teva and Allergan Settlements, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of

the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva and Allergan Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva and Allergan Settlements shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Teva and Allergan Settlements.

10. In connection with the releases provided for in the Teva and Allergan Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

11. Nothing herein is intended to modify in any way the terms of the Teva and Allergan Settlements, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Teva and Allergan Settlements in any respect, the Teva and Allergan Settlement controls.

12. This Participation Form is conditioned on the Governmental Entity identified above entering into the *First Amendment To the Rhode Island Memorandum of Understanding Between the State and Cities and Towns Receiving Opioid Settlement Funds* which governs the allocation of the opioid settlement funds made under the Teva and Allergan

Settlements ("*Teva and Allergan Allocation Agreement*"). The *First Amendment To Rhode Island Memorandum of Understanding Between the State and Cities and Towns Receiving Opioid Settlement Funds* is specific to and only pertains to the Teva and Allergan Settlement. The effective date of this Participation Form shall be the date on which the State and the Governmental Entity identified above enter into a Teva and Allergan Allocation Agreement. In the event that the State does not enter into a Teva and Allergan Allocation Agreement with the Governmental Entity identified above, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Rhode Island, the Released Entities, or the Governmental Entity.

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

RHODE ISLAND MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE AND
CITIES AND TOWNS RECEIVING OPIOID SETTLEMENT FUNDS

Whereas, the people of the State of Rhode Island and its communities have been harmed by the opioid epidemic, which was caused, in part, by manufacturers and distributors of opioids, and dispensers of opioids and related drugs (collectively, "Opioids Defendants"); and

Whereas, the actions of the Opioids Defendants have resulted in a rise in opioid addiction, overdoses, and deaths in Rhode Island, as well as increased healthcare, social services, and criminal justice costs and the destabilization of families and communities across the state; and

Whereas, the State and certain Rhode Island cities and towns are engaged in litigation seeking to hold certain Opioids Defendants accountable for the damage they have caused; and

Whereas, the State and the Eligible Cities and Towns share a common desire to abate and alleviate the impacts of the Opioids Defendants' misconduct through the State of Rhode Island in a coordinated and expeditious manner; and

Whereas, upon satisfaction of the terms of each of the Settlement Agreements, each will become binding on all Settling States and Participating Cities and Towns, and other settling entities party thereto;

Whereas, each Settlement Agreement encourages or allows each Settling State and its respective cities and towns to enter into a State-Subdivision Agreement, or a similar framework, in order to direct allocation of their portion of the Opioid Settlement Funds.

Now, therefore, the State and its Participating Cities and Towns enter into this Agreement (the "Agreement") relating to the allocation and use of the proceeds of the Settlement Agreements:

I. Definitions

As used in this Agreement:

A. "Approved Purposes" means care, treatment, and other programs and expenditures designed to (1) address the misuse and abuse of opioid products; (2) treat or mitigate opioid use or related disorders; or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic as identified by the terms of Exhibit C of the Distributor Settlement Agreement, Exhibit E of the Janssen Settlement Agreement, or any other relevant Settlement Agreement. For purposes of any payments pursuant to a Confirmation Order in a bankruptcy proceeding, the Approved Purposes means those approved by the confirmed plan. Qualifying expenditures may include reasonable related administrative expenses.

B. "Attorney General," "Chief Justice of the Rhode Island Supreme Court," "Director of the Department of Behavioral Healthcare, Developmental Disabilities & Hospitals," "Director of the Department of Health," "Governor," "Senate President," and "Speaker of the House," mean the officials holding these offices under Rhode Island law.

C. "Distributor Settlement Agreement" means an agreement between McKesson Corporation ("McKesson"), Cardinal Health, Inc. ("Cardinal"), and AmerisourceBergen Corporation ("Amerisource"), on the one hand, and the State of Rhode Island and Participating Subdivisions as that term is defined therein, on the other hand, to resolve opioid related claims against McKesson, Cardinal, and/or Amerisource.

D. "Eligible City or Town" means the cities or towns of Barrington, Bristol, Burrillville, Central Falls, Charlestown, Coventry, Cranston, Cumberland, East Greenwich, East Providence, Exeter, Foster, Glocester, Hopkinton, Jamestown, Johnston, Lincoln, Little Compton, Middletown, Narragansett, New Shoreham, Newport, North Kingstown, North Providence, North Smithfield, Pawtucket, Portsmouth, Providence, Richmond, Scituate, Smithfield, South Kingstown, Tiverton, Warren, Warwick, West Greenwich, West Warwick, Westerly, and Woonsocket. Together the Eligible Cities or Towns are the "Eligible Cities and Towns."

E. "EOHHS" means the Rhode Island Executive Office of Health and Human Services, or successor agency, and "Secretary" means the Secretary of EOHHS, or successor official.

F. "Janssen Settlement Agreement" means that certain settlement agreement dated as of July 21, 2021 setting forth the terms of settlement between and among Janssen Pharmaceuticals, Inc., Johnson & Johnson, Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., on the one hand, and certain Settling States and Participating Subdivisions on the other hand.

G. "Opioid Settlement Funds" means all the funds deposited into a Rhode Island Settlement Fund or sub-fund, deposited into a Rhode Island Qualified Settlement Fund, or held and distributed by an administrator or a Rhode Island Qualified Settlement Administrator pursuant to the terms of the relevant Settlement Agreements, except for any funds needed to pay an administrator or a Rhode Island Qualified Settlement Administrator, or designated by a Settlement Agreement or court order for State or Participating Subdivision attorneys' fees and costs.

H. "Participating City or Town" means an Eligible City or Town that is both (i) a signatory to this Agreement and (ii) an Initial Participating Subdivision as defined in each Settlement Agreement. Together the Participating Cities or Towns are the "Participating Cities and Towns."

I. "Parties" means the State and each Eligible City or Town that is a signatory to this Agreement.

J. "Settlement Agreements" means the Distributor Settlement Agreement, the Janssen Settlement agreement, and any similar agreement (including consent judgments or consent decrees) entered into after the date of this Agreement, by between, or among one or more opioid manufacturers, pharmaceutical distributors, or pharmacies, or an affiliate, agent, consultant, or advisor of an opioid manufacturer, if mutually agreed to by the Parties in writing. "Settlement Agreement" means one such agreement.

   In addition to the foregoing, upon confirmation of the plan in any bankruptcy proceeding for which the State will receive a payment or distribution in connection with claims similar to those released in the Settlement Agreements, which shall include both *In re Purdue Pharma L.P., et al*, No-19-23649 (RDD) (Bankr. S.D. N.Y.) and *In re: Mallinckrodt PLC, et al.*, No. 20-12522 (JTD) (Bankr. D. Del.), such confirmed plan will also become a Settlement Agreement hereunder.

K. "State" means the State of Rhode Island acting through its Attorney General.

Capitalized terms used and not otherwise defined herein have the meaning given to them in the Settlement Agreements.

II. Allocation of Settlement Proceeds

A. *Allocation.* All Opioid Settlement Funds, at the times designated in the Settlement Agreements, shall be divided and distributed as follows:

   1. 20% directly to the Participating Cities and Towns ("City and Town Share") for Approved Purposes in accordance with Section III below.

   2. 80% directly to the State ("Statewide Abatement Share") for forward-looking Approved Purposes throughout the state, which share shall be held in the Rhode Island Statewide Opioid Abatement Account in accordance with Sections IV and V below.

B. *Use of Funds.* All Opioid Settlement Funds, regardless of allocation, shall be utilized solely for Approved Purposes to abate the harms of the opioid epidemic.

III. City and Town Share

A. *Allocation and Payment.* The division of the City and Town Share paid to Participating Cities and Towns shall be based on the allocation set forth in Exhibit A, which assigns each Eligible City or Town a percentage share of funds.

B. *Use of Funds.* The City and Town Share shall be used for Approved Purposes and the Parties intend for the Opioid Settlement Funds to be used on forward-looking opioid abatement efforts. But, the City and Town Share may also be used for past expenditures so long as the expenditures were made for Approved Purposes and are not otherwise restricted by a confirmed plan in a bankruptcy proceeding. Prior to using any portion of the City and Town Share as restitution for past expenditures, a Participating City or Town

shall pass a resolution or take equivalent governmental action that explains its determination that its prior expenditures for Approved Purposes are greater than or equal to the amount of the City and Town Share that the City or Town seeks to use for restitution.

C. *Collaborative Abatement Initiatives Encouraged.* Participating Cities and Towns may, and are encouraged to, share, pool, or collaborate on opioid abatement efforts with their respective allocation of the City and Town Share in any manner they choose, so long as the shared, pooled, or collaborative abatement efforts comply with the terms of this Agreement and the Settlement Agreements.

D. *Option to Direct Allocation to Statewide Abatement*. Participating Cities and Towns may, at their discretion, forego their allocation of the City and Town Share and direct their allocation to the Statewide Abatement Share by affirmatively notifying the Advisory Committee and any relevant settlement fund administrator on an annual basis of their decision to forego their allocation of the City and Town Share and designation to the Statewide Abatement Share.

E. *Non-participating City or Town.* In the event an Eligible City or Town does not participate in the Settlement Agreements, the allocation percentage for that Eligible City or Town shall be redistributed to the Participating Cities and Towns based on a recalculated allocation that does not include the non-participating city or town.

F. *Municipal Merger or Dissolution*. In the event an Eligible City or Town merges, dissolves, or ceases to exist, the allocation percentage for that City or Town shall be redistributed equitably based on the composition of the successor City or Town.

G. *City and Town Attorneys' Fees*. The Parties agree that attorneys representing the Participating Cities and Towns in litigation against the Opioids Defendants will satisfy any contractual obligations relating to those legal representations through the mechanisms provided for in the Settlement Agreements. Notwithstanding the provisions of part B of this subsection, no portion of the City and Town Share shall be used to pay any attorneys' fees, costs, or other contractual obligations relating to legal representation in litigation against the Opioids Defendants.

IV. Statewide Abatement Share

A. *Allocation and Payment.* The Statewide Abatement Share will be paid directly to the State and these funds shall be held in an account, the Rhode Island Statewide Opioid Abatement Account (the "R.I. Statewide Opioid Abatement Account"), that (1) is established by, authorized by, or subject to any court orders or consent judgments entered to effectuate the terms of the Settlement Agreements including in *State of Rhode Island v. Purdue Pharma L.P. et al.*, C.A. No. PC-2018-4555; (2) has the restricted purpose of holding these funds separately, ensuring they are not comingled with non-Opioid Settlement Funds, and distributing the funds for Approved Purposes; and (3) otherwise meets any requirements for such a fund or account in the Settlement Agreements. The Parties intend for the R.I. Statewide Opioid Abatement Account to hold and distribute the

Statewide Abatement Share in a manner substantially similar to the Opioid Stewardship Fund created under Chapter 28.10 of Title 21 of the Rhode Island General Laws and agree that the R.I. Statewide Opioid Abatement Account may be similarly codified into law by the General Assembly.

B. *Use of Funds.*

1. The Statewide Abatement Share shall be used for forward-looking Approved Purposes only.

2. Consistent with the provisions of Section V of this Agreement and Section 15 of Article IX of the Rhode Island Constitution, at least annually the Secretary shall present to the Governor, for inclusion in the Governor's budget presentation to the General Assembly, the Secretary's recommendations on the use of the Statewide Abatement Share.

C. *Reporting.* The Secretary shall report to the Advisory Committee annually on the distribution and use of funds from the Statewide Abatement Share.

D. *Compliance*. Recipients of funds distributed from the Statewide Abatement Share shall be subject to auditing and other compliance procedures as deemed appropriate by the Secretary.

V. Advisory Committee

A. *Committee Established*. An Advisory Committee (the "Advisory Committee"), consisting of the representatives in part B of this subsection, shall be created to ensure that the State and the Participating Cities and Towns have equal input into the distribution of the Statewide Abatement Share for Approved Purposes across the state of Rhode Island.

B. *Representatives*. The Advisory Committee shall consist of the following seventeen (17) members:

1. *State Representatives*. Six (6) State representatives as follows:

a) Attorney General or designee;

b) Speaker of the House or designee;

c) Senate President or designee;

d) Chief Justice of the Rhode Island Supreme Court or designee;

e) Director of the Rhode Island Department of Health ("RIDOH"); and

f) Director of the Rhode Island Department of Behavioral Healthcare, Developmental Disabilities & Hospitals ("BHDDH").

2. *Participating City and Town Representatives*. Six (6) Participating City and Town representatives as follows:

    a) Mayor of the City of Providence or designee;

    b) Representative from a city or town in Bristol County;

    c) Representative from a city or town in Kent County;

    d) Representative from a city or town in Newport County;

    e) Representative from a city or town in Providence County other than the City of Providence; and

    f) Representative from a city or town in Washington County (together with the Representatives from a city or town in Bristol, Kent, Newport, and Providence Counties are the "County Representatives").

    Participating Cities and Towns from Bristol, Kent, Newport, Providence, and Washington counties shall collaborate to appoint the County Representatives. The County Representatives shall serve three (3) year terms.

3. *Expert Representatives.* Three (3) experts ("Expert Representatives") drawn from fields including but not limited to: public health, pharmacology, epidemiology, emergency medicine, behavioral health, and recovery. The Expert Representatives shall be appointed by a majority vote of the State Representatives and the Participating City and Town Representatives. To stagger the Expert Representative terms, the initial Expert Representative appointments shall be for two (2) years, three (3) years, and four (4) years, and all subsequent Expert Representative appointments shall be for three (3) year terms.

4. *Community Representatives*. Two (2) Community Representatives ("Community Representatives"). The Community Representatives shall be appointed by a majority vote of the State Representatives and the Participating City and Town Representatives. To stagger the Community Representative terms, the initial Community Representative appointments shall be for two (2) years, and three (3) years, and all subsequent Community Representative appointments shall be for two (2) year terms.

C. *Chair.* The Advisory Committee shall be chaired by a non-voting representative appointed by the Governor.

D. *Administrative and Technical Support.* EOHHS shall provide staff support to the Advisory Committee and assist the Advisory Committee in the fulfillment of its responsibilities under this Agreement.

E. *Meetings and Process for Receiving Public and Local Government Input*.

1. The Advisory Committee shall meet at least quarterly.

2. Meetings of the Advisory Committee shall be public, open meetings consistent with the Open Meetings Act, Chapter 46 of Title 42 of the Rhode Island General Laws.

3. The Advisory Committee shall, in consultation with EOHHS, establish a process for receiving input from Rhode Island's communities, provider organizations, and cities and towns regarding how the opioid crisis is affecting their communities, understanding their abatement needs, and considering proposals for opioid abatement strategies and responses.

   The Advisory Committee is encouraged to further coordinate with established groups like the Governor's Overdose Prevention and Intervention Task Force, as well as organizations focusing on prevention, rescue, harm reduction, treatment, and recovery strategies, to gather community input, understand abatement needs, and consider proposals for opioid abatement strategies and responses.

F. *Recommendations*.

1. *Statewide Abatement Recommendations*. The Advisory Committee shall, at least annually, make formal recommendations to the Secretary on the use of the Statewide Abatement Share (the "Statewide Abatement Recommendations"). To aid the Advisory Committee in formulating the Statewide Abatement Recommendations, EOHHS, RIDOH, and BHDDH shall present information regarding the State's opioid abatement strategy and appropriations plan, and information on how that strategy responds to the opioids crisis and the abatement needs of Rhode Island's communities. The Advisory Committee may also consider how non-Opioid Settlement Funds are used as part of the State's opioid abatement strategy when formulating the Statewide Abatement Recommendations.

2. *Good Faith Review and Consideration by Secretary*. The Secretary shall review and consider the Statewide Abatement Recommendations and shall make a good faith effort to incorporate the Statewide Abatement Recommendations into EOHHS's annual budget process.

3. *Deviation from Statewide Abatement Recommendations*. If the Secretary substantially deviates from the Statewide Abatement Recommendations, the Secretary shall provide the Advisory Committee with a written explanation, that will be made public, of any substantial deviations.

VI. General Terms

A. *Relationship of this Agreement to Other Agreements and Resolutions*. The Parties acknowledge and agree the Distributor Settlement Agreement and the Janssen Settlement Agreement will require Participating Cities and Towns to release all their claims against the settling defendants to receive Opioid Settlement Funds. The Parties further acknowledge and agree based on the terms of the Distributor Settlement Agreement and

the Janssen Settlement Agreement that a Participating City or Town may receive funds pursuant to this Agreement only after complying with all the requirements set forth in the Distributor Settlement Agreement and the Janssen Settlement Agreement to release the city or town's claims. If another Settlement Agreement contains similar requirements, the Parties acknowledge that a Participating City or Town may receive funds pursuant to that agreement only after complying with all the requirements set forth in that agreement to release the city or town's claims.

B. *Scope of this Agreement*. The Parties acknowledge and agree that they must comply with all the requirements of the Settlement Agreements and that this Agreement does not excuse any requirements placed upon them by the terms of the Settlement Agreements, except to the extent those terms allow for a State-Subdivision Agreement or Statewide Abatement Agreement to do so.

C. *Legislation.* The Parties may seek to further codify the terms of this Agreement in the Rhode Island General Laws through legislation that may be submitted to the General Assembly.

D. *Applicable Law, Venue, and Severability*. Unless required otherwise by a Settlement Agreement, this Agreement shall be interpreted using Rhode Island law and any action related to the provisions of this Agreement must be adjudicated by the Superior Court of Providence County. If any provision of this Agreement is held invalid by a court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

E. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

VII. Amendments

A. *Amendments as Necessary*. The Parties agree to make such amendments as necessary to implement the intent of this Agreement.

B. *Written Amendments*. This Agreement may be amended by written agreement of the Parties.

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General Date: 1/21/2022

The Participating Cities and Towns:

TOWN OF BARRINGTON

By:
Title: Date: _____

TOWN OF BRISTOL

By:
Title: Date: _____

TOWN OF BURRILLVILLE

By:
Title: Date: _____

CITY OF CENTRAL FALLS

By:
Title: Date: _____

TOWN OF CHARLESTOWN

By:
Title: Date: _____

TOWN OF COVENTRY

By:
Title: Date: _____

SIGNATURE PAGES

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General Date: _____

The Participating Cities and Towns:

TOWN OF BARRINGTON

By:
Title: James J. Cunha Date: 12/29/2021
Town Manager
Barrington, RI

TOWN OF BRISTOL

By:
Title: Date: _____

TOWN OF BURRILLVILLE

By:
Title: Date: _____

CITY OF CENTRAL FALLS

By:
Title: Date: _____

TOWN OF CHARLESTOWN

By:
Title: Date: _____

TOWN OF COVENTRY

By:
Title: Date: _____

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General Date: _____

The Participating Cities and Towns:

TOWN OF BARRINGTON

By:
Title: Date: _____

TOWN OF BRISTOL

By: Michael A Ursillo
Title: Town Solicitor Date: 11/5/21

TOWN OF BURRILLVILLE

By:
Title: Date: _____

CITY OF CENTRAL FALLS

By:
Title: Date: _____

TOWN OF CHARLESTOWN

By:
Title: Date: _____

TOWN OF COVENTRY

By:
Title: Date: _____

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General Date: _____

The Participating Cities and Towns:

TOWN OF BARRINGTON

By:
Title: Date: _____

TOWN OF BRISTOL

By:
Title: Date: _____

TOWN OF BURRILLVILLE

Michael C. Wood

By: Michael C. Wood
Title: MANAGER Date: 12/31/2021

CITY OF CENTRAL FALLS

By:
Title: Date: _____

TOWN OF CHARLESTOWN

By:
Title: Date: _____

TOWN OF COVENTRY

By:
Title: Date: _____

SIGNATURE PAGES

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General Date: _____

The Participating Cities and Towns:

TOWN OF BARRINGTON

By:
Title: Date: _____

TOWN OF BRISTOL

By:
Title: Date: _____

TOWN OF BURRILLVILLE

By:
Title: Date: _____

CITY OF CENTRAL FALLS

Maria Rivera
By: Maria Rivera
Title: Mayor Date: 12/29/21

TOWN OF CHARLESTOWN

By:
Title: Date: _____

TOWN OF COVENTRY

By:
Title: Date: _____

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General Date: _____

The Participating Cities and Towns:

TOWN OF BARRINGTON

By:
Title: Date: _____

TOWN OF BRISTOL

By:
Title: Date: _____

TOWN OF BURRILLVILLE

By:
Title: Date: _____

CITY OF CENTRAL FALLS

By:
Title: Date: _____

TOWN OF CHARLESTOWN

By: Deborah Carney
Title: Council President Date: 01-05-22

TOWN OF COVENTRY

By:
Title: Date: _____

SIGNATURE PAGES

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

Peter F. Neronha
Attorney General Date: _____

The Participating Cities and Towns:

TOWN OF BARRINGTON

By:
Title: Date: _____

TOWN OF BRISTOL

By:
Title: Date: _____

TOWN OF BURRILLVILLE

By:
Title: Date: _____

CITY OF CENTRAL FALLS

By:
Title: Date: _____

TOWN OF CHARLESTOWN

By:
Title: Date: _____

TOWN OF COVENTRY

Ann Dickson

By:
Title: Date: Jan 3 2022

Coventry Town Council PRESIDENT

SIGNATURE PAGES

CITY OF CRANSTON

By:
Title: Solicitor Date: 12/29/21

TOWN OF CUMBERLAND

By:
Title: Date: _____

TOWN OF EAST GREENWICH

By:
Title: Date: _____

CITY OF EAST PROVIDENCE

By:
Title: Date: _____

TOWN OF EXETER

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TOWN OF FOSTER

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TOWN OF GLOCESTER

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TOWN OF JOHNSTON

By:
Title: Date: _____

CITY OF CRANSTON

By:
Title: Date: _____

TOWN OF CUMBERLAND

By: Jeffrey J Mutter
Title: MAYOR Date: 12/29/2021

TOWN OF EAST GREENWICH

By:
Title: Date: _____

CITY OF EAST PROVIDENCE

By:
Title: Date: _____

TOWN OF EXETER

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TOWN OF JOHNSTON

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CITY OF CRANSTON

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Title: Date: _____

TOWN OF CUMBERLAND

By:
Title: Date: _____

TOWN OF EAST GREENWICH

By: Andrew E. Nota
Title: Town Manager Date: 12/28/2021

CITY OF EAST PROVIDENCE

By:
Title: Date: _____

TOWN OF EXETER

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TOWN OF FOSTER

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TOWN OF CUMBERLAND

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TOWN OF EAST GREENWICH

By:
Title: Date: _____

CITY OF EAST PROVIDENCE

By: ROBERTO DASILVA
Title: MAYOR Date: 1/4/2022

TOWN OF EXETER

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TOWN OF FOSTER

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TOWN OF GLOCESTER

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TOWN OF EAST GREENWICH

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CITY OF EAST PROVIDENCE

By:
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TOWN OF EXETER

By: Daniel W Patterson
Title: Council President Date: 1-3-2023

TOWN OF FOSTER

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TOWN OF GLOCESTER

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CITY OF EAST PROVIDENCE

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TOWN OF EXETER

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TOWN OF FOSTER

By: Denise L. DiFrango
Title: Town Council President Date: 12/31/21

TOWN OF GLOCESTER

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TOWN OF GLOCESTER

William E Dunlap

By: Vice President Date: 12-29-21
Title:

TOWN OF HOPKINTON

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TOWN OF JAMESTOWN

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TOWN OF FOSTER

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TOWN OF GLOCESTER

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TOWN OF HOPKINTON

By: Brian Rosso
Title: Town Manager Date: 12/27/21

TOWN OF JAMESTOWN

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TOWN OF JOHNSTON

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CITY OF CRANSTON

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TOWN OF JAMESTOWN

By: JAMIE A. HAINSWORTH
Title: TOWN ADMIN. Date: 1/5/2022

TOWN OF JOHNSTON

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CITY OF CRANSTON

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TOWN OF JOHNSTON

Mayor Joseph M. Polisena

By: Mayor Joseph M. Polisena
Title: Mayor Town of Johnston Date: 1/11/2022

TOWN OF LINCOLN

P Gould

By: Philip Gould
Title: Town Administrater Date: Dec/30/21

TOWN OF LITTLE COMPTON

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TOWN OF MIDDLETOWN

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TOWN OF NARRAGANSETT

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CITY OF PAWTUCKET

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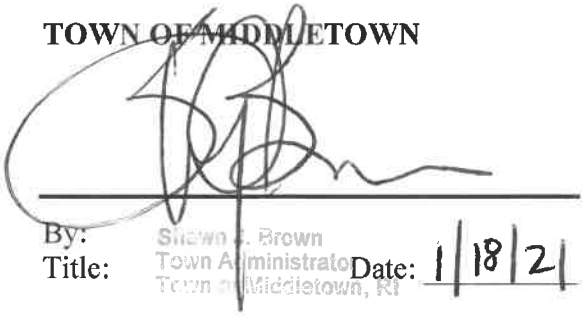
TOWN OF MIDDLETOWN



By:
Title: Date: 1/18/21

TOWN OF NARRAGANSETT

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CITY OF NEWPORT

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TOWN OF LITTLE COMPTON

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TOWN OF MIDDLETOWN

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TOWN OF NARRAGANSETT

By: JAMES J. KERNEY
Title: TOWN MANAGER Date: 1/4/22

TOWN OF NEW SHOREHAM

By:
Title: Date: _____

CITY OF NEWPORT

By:
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TOWN OF NORTH KINGSTOWN

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TOWN OF MIDDLETOWN

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TOWN OF NARRAGANSETT

By:
Title: Date: _____

TOWN OF NEW SHOREHAM

Maryanne Crawford

By: Maryanne Crawford
Title: Town Manager Date: 12/30/2021

CITY OF NEWPORT

By:
Title: Date: _____

TOWN OF NORTH KINGSTOWN

By:
Title: Date: _____

TOWN OF NORTH PROVIDENCE

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TOWN OF NORTH SMITHFIELD

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TOWN OF NARRAGANSETT

By:
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TOWN OF NEW SHOREHAM

By:
Title: Date: _____

CITY OF NEWPORT

By: Joseph J. Nicholson, Jr.
Title: City Manager Date: 12/30/21

TOWN OF NORTH KINGSTOWN

By:
Title: Date: _____

TOWN OF NORTH PROVIDENCE

By:
Title: Date: _____

TOWN OF NORTH SMITHFIELD

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CITY OF PAWTUCKET

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TOWN OF NARRAGANSETT

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TOWN OF NEW SHOREHAM

By:
Title: Date: _____

CITY OF NEWPORT

By:
Title: Date: _____

TOWN OF NORTH KINGSTOWN

By: A. Ralph Mollis
Title: Town Manager Date: 12-27-2021

TOWN OF NORTH PROVIDENCE

By:
Title: Date: _____

TOWN OF NORTH SMITHFIELD

By:
Title: Date: _____

CITY OF PAWTUCKET

By:
Title: Date: _____

TOWN OF LINCOLN

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TOWN OF LITTLE COMPTON

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TOWN OF NARRAGANSETT

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TOWN OF NEW SHOREHAM

By:
Title: Date: _____

CITY OF NEWPORT

By:
Title: Date: _____

TOWN OF NORTH KINGSTOWN

By:
Title: Date: _____

TOWN OF NORTH PROVIDENCE

By: Charles A. Lombardi
Title: MAYOR Date: 1/5/2022

TOWN OF NORTH SMITHFIELD

By:
Title: Date: _____

CITY OF PAWTUCKET

By:
Title: Date: _____

TOWN OF LINCOLN

By:
Title: Date: _____

TOWN OF LITTLE COMPTON

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TOWN OF NEW SHOREHAM

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CITY OF NEWPORT

By:
Title: Date: _____

TOWN OF NORTH KINGSTOWN

By:
Title: Date: _____

TOWN OF NORTH PROVIDENCE

By:
Title: Date: _____

TOWN OF NORTH SMITHFIELD

By: PAUL ZLWOLENSKI
Title: TOWN Administrator Date: 01/05/2022

CITY OF PAWTUCKET

By:
Title: Date: _____

TOWN OF LINCOLN

By:
Title: Date: _____

TOWN OF LITTLE COMPTON

By:
Title: Date: _____

TOWN OF MIDDLETOWN

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Title: Date: _____

TOWN OF NARRAGANSETT

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TOWN OF NEW SHOREHAM

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CITY OF NEWPORT

By:
Title: Date: _____

TOWN OF NORTH KINGSTOWN

By:
Title: Date: _____

TOWN OF NORTH PROVIDENCE

By:
Title: Date: _____

TOWN OF NORTH SMITHFIELD

By:
Title: Date: _____

CITY OF PAWTUCKET

By: Donald R Grebien
Title: MAYOR Date: 12/29/21

TOWN OF PORTSMOUTH

By: Kevin R. Gavin
Title: Town Solicitor Date: 12/24/2021

CITY OF PROVIDENCE

By:
Title: Date: _____

TOWN OF RICHMOND

By:
Title: Date: _____

TOWN OF SCITUATE

By:
Title: Date: _____

TOWN OF SMITHFIELD

By:
Title: Date: _____

TOWN OF SOUTH KINGSTOWN

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TOWN OF TIVERTON

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TOWN OF WARREN

By:
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CITY OF WARWICK

By:
Title: Date: _____

TOWN OF WEST GREENWICH

By:
Title: Date: _____

TOWN OF PORTSMOUTH

By:
Title: Date: _____

CITY OF PROVIDENCE

By: JEFF DANA
Title: CITY SOLICITOR Date: 12/22/21

TOWN OF RICHMOND

By:
Title: Date: _____

TOWN OF SCITUATE

By:
Title: Date: _____

TOWN OF SMITHFIELD

By:
Title: Date: _____

TOWN OF SOUTH KINGSTOWN

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TOWN OF TIVERTON

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TOWN OF WARREN

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CITY OF WARWICK

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TOWN OF WEST GREENWICH

By:
Title: Date: _____

TOWN OF PORTSMOUTH

By:
Title: Date: _____

CITY OF PROVIDENCE

By:
Title: Date: _____

TOWN OF RICHMOND

Karen Ellsworth

By: Karen R. Ellsworth
Title: Town Solicitor Date: 5 January 2022

TOWN OF SCITUATE

By:
Title: Date: _____

TOWN OF SMITHFIELD

By:
Title: Date: _____

TOWN OF SOUTH KINGSTOWN

By:
Title: Date: _____

TOWN OF TIVERTON

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TOWN OF WARREN

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CITY OF WARWICK

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By:
Title: Date: _____

TOWN OF PORTSMOUTH

By:
Title: Date: _____

CITY OF PROVIDENCE

By:
Title: Date: _____

TOWN OF RICHMOND

By:
Title: Date: _____

TOWN OF SCITUATE

Abbie Groves

By: Abbie Groves
Title: Town Council President Date: 12/30/21

TOWN OF SMITHFIELD

By:
Title: Date: _____

TOWN OF SOUTH KINGSTOWN

By:
Title: Date: _____

TOWN OF TIVERTON

By:
Title: Date: _____

TOWN OF WARREN

By:
Title: Date: _____

CITY OF WARWICK

By:
Title: Date: _____

TOWN OF WEST GREENWICH

By:
Title: Date: _____

TOWN OF PORTSMOUTH

By:
Title: Date: _____

CITY OF PROVIDENCE

By:
Title: Date: _____

TOWN OF RICHMOND

By:
Title: Date: _____

TOWN OF SCITUATE

By:
Title: Date: _____

TOWN OF SMITHFIELD

By: Randy R. Rossi
Title: Town Manager Date: 1/6/22

TOWN OF SOUTH KINGSTOWN

By:
Title: Date: _____

TOWN OF TIVERTON

By:
Title: Date: _____

TOWN OF WARREN

By:
Title: Date: _____

CITY OF WARWICK

By:
Title: Date: _____

TOWN OF WEST GREENWICH

By:
Title: Date: _____

TOWN OF PORTSMOUTH

By:
Title: Date: _____

CITY OF PROVIDENCE

By:
Title: Date: _____

TOWN OF RICHMOND

By:
Title: Date: _____

TOWN OF SCITUATE

By:
Title: Date: _____

TOWN OF SMITHFIELD

By:
Title: Date: _____

TOWN OF SOUTH KINGSTOWN

By: Theresa L Murphy
Title: Town Manager Date: 12/24/2021

TOWN OF TIVERTON

By:
Title: Date: _____

TOWN OF WARREN

By:
Title: Date: _____

CITY OF WARWICK

By:
Title: Date: _____

TOWN OF WEST GREENWICH

By:
Title: Date: _____

TOWN OF PORTSMOUTH

By:
Title: Date: _____

CITY OF PROVIDENCE

By:
Title: Date: _____

TOWN OF RICHMOND

By:
Title: Date: _____

TOWN OF SCITUATE

By:
Title: Date: _____

TOWN OF SMITHFIELD

By:
Title: Date: _____

TOWN OF SOUTH KINGSTOWN

By:
Title: Date: _____

TOWN OF TIVERTON

Michael J Marcello

By: Michael J Marcello #5221
Title: Solicitor Date: 12/27/2021

TOWN OF WARREN

By:
Title: Date: _____

CITY OF WARWICK

By:
Title: Date: _____

TOWN OF WEST GREENWICH

By:
Title: Date: _____

TOWN OF PORTSMOUTH

By:
Title: Date: _____

CITY OF PROVIDENCE

By:
Title: Date: _____

TOWN OF RICHMOND

By:
Title: Date: _____

TOWN OF SCITUATE

By:
Title: Date: _____

TOWN OF SMITHFIELD

By:
Title: Date: _____

TOWN OF SOUTH KINGSTOWN

By:
Title: Date: _____

TOWN OF TIVERTON

By:
Title: Date: _____

TOWN OF WARREN

Kate Michaud

By: Kate Michaud
Title: Town Manager Date: 12/24/21

CITY OF WARWICK

By:
Title: Date: _____

TOWN OF WEST GREENWICH

By:
Title: Date: _____

TOWN OF PORTSMOUTH

By:
Title: Date: _____

CITY OF PROVIDENCE

By:
Title: Date: _____

TOWN OF RICHMOND

By:
Title: Date: _____

TOWN OF SCITUATE

By:
Title: Date: _____

TOWN OF SMITHFIELD

By:
Title: Date: _____

TOWN OF SOUTH KINGSTOWN

By:
Title: Date: _____

TOWN OF TIVERTON

By:
Title: Date: _____

TOWN OF WARREN

By:
Title: Date: _____

CITY OF WARWICK

By: Michael A. Willo
Title: City Solicitor Date: 12/30/21

TOWN OF WEST GREENWICH

By:
Title: Date: _____

TOWN OF PORTSMOUTH

By:
Title: Date: _____

CITY OF PROVIDENCE

By:
Title: Date: _____

TOWN OF RICHMOND

By:
Title: Date: _____

TOWN OF SCITUATE

By:
Title: Date: _____

TOWN OF SMITHFIELD

By:
Title: Date: _____

TOWN OF SOUTH KINGSTOWN

By:
Title: Date: _____

TOWN OF TIVERTON

By:
Title: Date: _____

TOWN OF WARREN

By:
Title: Date: _____

CITY OF WARWICK

By:
Title: Date: _____

TOWN OF WEST GREENWICH

Kevin A. Breene

By: KEVIN A. BREENE
Title: TOWN ADMINISTRATOR Date: 12/27/21

TOWN OF WEST WARWICK

By: Mark A. Knott
Title: Town Manager Date: 12/30/2021

TOWN OF WESTERLY

By:
Title: Date: _____

CITY OF WOONSOCKET

By:
Title: Date: _____

TOWN OF WEST WARWICK

By:
Title: Date: _____

TOWN OF WESTERLY

SHAWN LACEY

By:
Title: TOWN MANAGER Date: 1/10/2022

CITY OF WOONSOCKET

By:
Title: Date: _____

TOWN OF WEST WARWICK

By:
Title: Date: _____

TOWN OF WESTERLY

By:
Title: Date: _____

CITY OF WOONSOCKET

By: John J. DeSimone
Title: City Solicitor Date: 11/2/22

SIGNATURE PAGES

EXHIBIT A
CITY AND TOWN SHARE ALLOCATION

Barrington	2.3000539202%
Bristol	1.0821868960%
Burrillville	1.3272036109%
Central Falls	0.9147584689%
Charlestown	0.5887860100%
Coventry	3.5886939036%
Cranston	7.8869595262%
Cumberland	2.4742003754%
East Greenwich	1.7467671439%
East Providence	4.3247728580%
Exeter	0.0071810640%
Foster	0.2489021533%
Glocester	0.8508469130%
Hopkinton	0.7098006614%
Jamestown	0.4220295287%
Johnston	3.0898685140%
Lincoln	2.1171973520%
Little Compton	0.2663017745%
Middletown	1.2877439601%
Narragansett	1.2760123800%
New Shoreham	0.2118269375%
Newport	2.3339316695%
North Kingstown	2.6500524514%
North Providence	2.5306229398%
North Smithfield	1.1299013506%
Pawtucket	5.9652217345%
Portsmouth	1.2807429020%
Providence	21.4858080262%
Richmond	0.0818789542%
Scituate	1.0248588645%
Smithfield	1.7724673574%
South Kingstown	2.3282747894%
Tiverton	0.9907730639%
Warren	0.1394116029%
Warwick	9.9418184427%
West Greenwich	0.7104734659%
West Warwick	3.0239943495%
Westerly	2.0135754535%
Woonsocket	3.8740986306%

EXHIBIT G

FIRST AMENDMENT TO RHODE ISLAND MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE AND CITIES AND TOWNS RECEIVING OPIOID SETTLEMENT FUNDS

The State of Rhode Island (the "State") and the Participating Cities and Towns entered into the Rhode Island Memorandum of Understanding Between the State and Cities and Towns Receiving Opioid Settlement Funds (the "R.I. MOU), which became effective on January 21, 2022, and governs the allocation and use of the proceeds of Settlement Agreements as that term is defined in the R.I. MOU. This First Amendment (the "First Amendment") modifies the R.I. MOU pursuant to Section VII of the agreement.

I. Amendment to Cover Additional Settlement Agreements

The State and the Participating Cities and Towns agree to amend the R.I. MOU as follows:

A. The Teva Settlement Agreement and the Allergan Settlement Agreement (jointly the "Teva and Allergan Settlement Agreements") are Settlement Agreements under Section I.J of the R.I. MOU.

B. Section I, "Definitions" will be modified to add the following:

> "L. "Teva Settlement Agreement" means an agreement between Teva Pharmaceuticals Ltd., on the one hand, and the State of Rhode Island on the other hand, to resolve opioid related claims against Teva."
>
> "M. "Allergan Settlement Agreement" means an agreement between Allergan, on the one hand, and the State of Rhode Island on the other hand, to resolve opioid related claims against Allergan."
>
> "H. "Participating City or Town" means an Eligible City or Town that is both (i) a signatory to this Agreement and (ii) an Initial Participating Subdivision as defined in each Settlement Agreement~~.~~ <u>and, for the purposes of the Teva and Allergan Settlement Agreements, is both (i) a signatory to the First Amendment and (ii) a Participating Subdivision as defined in those agreements.</u> Together the Participating Cities or Towns are the "Participating Cities and Towns."

C. Section II., "Allocation of Settlement Proceeds" will be modified to add the following:

> "C. *Payment of City and Town Share of the Teva and Allergan Settlement Agreements.* For the City and Town Share of the Opioid Settlement Funds resulting from the Teva and Allergan Settlement Agreements:
>
> 1. If, within 60 days of the Effective Date of the Teva and Allergan Settlement Agreements, a sufficient number of Eligible Cities and Towns have become Participating Cities and Towns such that the population of the Participating Cities and Towns accounts for 95% or more of the population of all Eligible Cities and Towns,

each Participating City or Town that has joined by that date shall be paid an amount equal to the full amount of Opioid Settlement Funds the City or Town is due to receive over the duration of the Teva and Allergan Settlement Agreements, based on the allocation in Section III.A, within the first year of the Teva and Allergan Settlement Agreements. A Participating City or Town that receives such a lump-sum payment will not receive any further payments from the Teva and Allergan Settlement Agreements.

2. An Eligible City or Town that becomes a Participating City or Town after 60 days following the Effective Date of the Teva and Allergan Settlement Agreements, shall receive its share of Opioid Settlement Funds as determined under Section III.A at the times designated in those settlement agreements."

D. Section VI.A, "*Relationship of this Agreement to Other Agreements and Resolutions*" will be modified as follows, "The Parties acknowledge and agree the Distributor Settlement Agreement, ~~and~~ the Janssen Settlement Agreement, the Teva Settlement Agreement, and the Allergan Settlement Agreement will require Participating Cities and Towns to release all their claims against the settling defendants to receive Opioid Settlement Funds. The Parties further acknowledge and agree based on the terms of the Distributor Settlement Agreement, ~~and~~ the Janssen Settlement Agreement, and the Teva and Allergan Settlement Agreement that a Participating City or Town may receive funds pursuant to this Agreement only after complying with all the requirements set forth in the Distributor Settlement Agreement, ~~and~~ the Janssen Settlement Agreement, and the Teva and Allergan Settlement Agreement to release the city or town's claims. If another Settlement Agreement contains similar requirements, the Parties acknowledge that a Participating City or Town may receive funds pursuant to that agreement only after complying with all the requirements set forth in that agreement to release the city or town's claims."

II. Related Terms

A. *Relationship of this Amendment to Other Provisions.* Except as amended in this First Amendment, all other provisions within the R.I. MOU shall remain in full force and effect.

B. *Counterparts*. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND

_____

Peter F. Neronha
Attorney General Date: _____

_____

CITY/TOWN

Signature: _____

By: _____

Title: _____ Date: _____

EXHIBIT H

EXHIBIT H

NAME	STNAME	POPESTIMATE2019
Barrington town	Rhode Island	16,069
Bristol town	Rhode Island	21,937
Burrillville town	Rhode Island	16,803
Central Falls city	Rhode Island	19,509
Charlestown town	Rhode Island	7,846
Coventry town	Rhode Island	34,809
Cranston city	Rhode Island	81,258
Cumberland town	Rhode Island	35,159
East Greenwich town	Rhode Island	13,112
East Providence city	Rhode Island	47,479
Exeter town	Rhode Island	6,526
Foster town	Rhode Island	4,731
Glocester town	Rhode Island	10,288
Hopkinton town	Rhode Island	8,081
Jamestown town	Rhode Island	5,506
Johnston town	Rhode Island	29,381
Lincoln town	Rhode Island	21,920
Little Compton town	Rhode Island	3,481
Middletown town	Rhode Island	15,905
Narragansett town	Rhode Island	15,387
New Shoreham town	Rhode Island	1,032
Newport city	Rhode Island	24,646
North Kingstown town	Rhode Island	26,391
North Providence town	Rhode Island	32,586
North Smithfield town	Rhode Island	12,546
Pawtucket city	Rhode Island	71,903
Portsmouth town	Rhode Island	17,248
Providence city	Rhode Island	179,323
Richmond town	Rhode Island	7,761
Scituate town	Rhode Island	10,704
Smithfield town	Rhode Island	21,834
South Kingstown town	Rhode Island	30,419
Tiverton town	Rhode Island	15,686
Warren town	Rhode Island	10,521
Warwick city	Rhode Island	80,974
West Greenwich town	Rhode Island	6,397
West Warwick town	Rhode Island	28,941
Westerly town	Rhode Island	22,431
Woonsocket city	Rhode Island	41,628