

THE ENDO GUC TRUST AGREEMENT
BY AND AMONG
THE GUC TRUSTEE
UMB DELAWARE INC., AS DELAWARE TRUSTEE
ENDO INTERNATIONAL PLC
AND
ENDO, INC.
APRIL 23, 2024

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS AND INTERPRETATIONS.....	3
1.1 Definitions Incorporated from the Plan	3
1.2 Other Definitions	4
1.3 Interpretation.....	17
1.4 Computation of Time.....	18
1.5 Conflicting Terms	18
ARTICLE II CREATION AND PURPOSE OF TRUST.....	18
2.1 Creation of Trust; Name	18
2.2 Purpose of Trust.....	18
2.3 Capacity of Trust.....	19
2.4 Transfer of the Trust Transferred Assets	19
2.5 Fiscal Year	22
2.6 Budget.....	22
2.7 Insurance	23
2.8 Books and Records	23
2.9 No Interest or Accruals	23
2.10 Distribution of Remaining Assets.....	23
2.11 Effectiveness	23
ARTICLE III TRUST SUBMISSION FORMS	24
3.1 Trust Submission Forms Generally	24
3.2 Distribution of Trust Submission Forms.....	24
3.3 Tender of Notes and Distribution of Class A Notice and Trust Submission Forms to Holders of Class A Unit Claims	24
3.4 Indenture Trustees	24
3.5 Timeliness of Trust Submission Forms or Certifications of Holders of GUC Trust Eligible Claims.	25
3.6 Timeliness of Trust Submission Forms of Holders of Sub-Trust Eligible Claims	26
3.7 Additional Procedures.....	26
ARTICLE IV INITIAL DISTRIBUTIONS.....	26
4.1 The GPF Distribution.....	26

4.2	The RP Cash Distribution	27
4.3	The Mesh Distribution.	27
4.4	The Ranitidine Distribution.	27
ARTICLE V ISSUANCE OF UNITS		27
5.1	Number of Units	27
5.2	Issuance and Distribution of Units.....	28
5.3	Evidence of Units.....	29
5.4	Manner of Distribution of Units	30
5.5	Transfers of Units; Absence of Market for Units	31
5.7	Rights of Unitholders.....	32
5.8	Interest Beneficial Only	32
5.9	Conflicting Claims	33
5.10	Unitholder Liability to Third Persons	33
5.11	Actions in the Right of the GUC Trust	33
ARTICLE VI CASH DISTRIBUTIONS.....		33
6.1	Distributions Generally	33
6.2	Insurance Proceeds.....	35
6.3	Purchaser Entity Proceeds.....	37
6.4	Timing of Distributions to Unitholders.....	37
6.5	Distribution Record Date for Distributions to Transferable Class A Units; Distributable Cash.....	37
6.6	Treatment of Disputed Class B Unit Claims.....	38
6.7	Adjustments to Estimated Amounts.....	39
6.8	Withholding and Reporting Requirements	40
6.9	Distributions to the Distribution Sub-Trusts.....	41
6.10	Disbursement and Escrow Agents	41
ARTICLE VII THE GUC TRUSTEE		41
7.1	The GUC Trustee.....	41
7.2	Compensation of the GUC Trustee.....	42
7.3	Authority of the GUC Trustee	43
7.4	Fiduciary Duty and Standard of Conduct of the GUC Trustee.....	46
ARTICLE VIII GUC TRUST OVERSIGHT BOARD		47
8.1	General.....	47

8.2	Membership	47
8.3	Compensation	48
8.4	Authority	49
8.5	Action of the GUC Trust Oversight Board	51
8.7	Meetings.....	51
8.8	Fiduciary Duty and Standard of Conduct	52
ARTICLE IX <u>ADMINISTRATION OF THE TRUST</u>		52
9.1	Prohibited Activities of the GUC Trust	52
9.2	Resolution of Disputed GUC Trust Eligible Claims	53
9.3	Class B Disputed Claims Reserve.....	54
9.4	Trust Expenses Reserve	54
9.5	Reporting.....	56
9.6	Trust Management	56
9.7	Trust Agents; Employees.....	57
9.8	Distribution Sub-Trustee.....	57
9.9	Compliance with Laws	57
9.10	Setoff Rights	58
9.11	No Distributions Pending Allowance	58
9.12	Unclaimed and Undeliverable Distributions.....	58
9.13	Minimum Cash Distributions.....	58
9.14	General Counsel.....	58
ARTICLE X <u>DELAWARE TRUSTEE</u>		59
10.1	Appointment	59
10.2	Powers.....	59
10.3	Compensation	61
10.4	Duration and Replacement.....	61
ARTICLE XI <u>THIRD PARTIES, LIMITATION OF LIABILITY, AND INDEMNIFICATION</u>		62
11.1	Parties Dealing with the GUC Trust	62
11.2	Limitation of Liability.....	62
11.3	Indemnification	63
ARTICLE XII <u>DURATION OF TRUST</u>		64
12.1	Duration and Termination.....	64

12.2	Post-Termination.....	65
12.3	Destruction of Books and Records	65
12.4	Discharge	65
12.5	No Termination by GUC Trust Beneficiaries.....	66
ARTICLE XIII TAX MATTERS.....		66
13.1	Tax Treatment.....	66
13.3	Tax Reporting	67
13.4	Tax Payment	67
ARTICLE XIV MISCELLANEOUS		68
14.1	Governing Law	68
14.2	Jurisdiction.....	68
14.3	Confidentiality	69
14.4	Entire Trust Agreement.....	69
14.5	Named Party.....	70
14.6	Notices	70
14.7	Successors and Assigns.....	71
14.8	Cumulative Rights and Remedies.....	71
14.9	No Execution	71
14.10	Amendment.....	72
14.11	Rule 2004.....	72
14.12	Third-Party Beneficiaries.....	72
14.13	Waiver.....	72
14.14	Severability	72
14.15	Further Assurances.....	73
14.16	Counterparts and Facsimile Signatures.....	73
TRUST ASSETS ALLOCATION SCHEDULE.....		76

ENDO GUC TRUST AGREEMENT

This Endo GUC Trust Agreement (as it may be amended, modified, supplemented, or restated from time to time, this “**Trust Agreement**”) dated as of April 23, 2024 (the date on which the Plan (defined herein) became effective under its terms, the “**Effective Date**”), is made and entered into by and among Endo International plc, on behalf of itself and the other Debtors (defined herein), Endo, Inc. (“**Endo, Inc.**”), UMB Delaware Inc., or its successor, as Delaware trustee (the “**Delaware Trustee**”), and the GUC Trustee (as defined herein), solely in its capacity as GUC Trustee for purposes of this Trust Agreement (each, a “**Party**” and collectively, the “**Parties**”) for the purpose of forming a trust provided for herein (the “**GUC Trust**”).

RECITALS

A. On August 16, 2022 (the “**Petition Date**”), the Debtors (as defined herein) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (as amended, the “**Bankruptcy Code**”) with the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). The chapter 11 cases of the Debtors (the “**Chapter 11 Cases**”) are jointly administered as *In re Endo International plc, et al.*, Case No. 22-22549 (JLG).

B. On April 3, 2023, the Bankruptcy Court entered its *Order (I) Establishing Deadlines for Filing Proofs of Claim; (II) Approving Procedures for Filing Proofs of Claim; (III) Approving the Proof of Claim Forms; (IV) Approving the Form and Manner of Notice Thereof; and (V) Approving the Confidentiality Protocol* [Docket No. 1767] (together with any amendments thereto, the “**Bar Date Order**”).

C. On, March 18, 2024, the Debtors filed the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors* [Docket No. 3849] (as amended and supplemented, and as confirmed by the Bankruptcy Court, the “**Plan**”).

D. On, March 22, 2024, the Bankruptcy Court entered *Findings of Fact, Conclusions of Law, and Order (I) Confirming the Fourth Amended Joint Chapter 11 Plan of Reorganization of Endo International plc and its Affiliated Debtors and (II) Approving the Disclosure Statement with Respect Thereto* [Docket No. 3960], confirming the Plan pursuant to the Bankruptcy Code (the “**Confirmation Order**”).

E. The Plan provides for, *inter alia*, the formation of the GUC Trust pursuant to this Trust Agreement, the Plan, the Confirmation Order, and the other GUC Trust Documents (defined herein), and the distribution, pursuant to the terms of the Plan and the GUC Trust Documents, of the Trust Assets to holders of Eligible General Unsecured Claims that are Allowed on the Effective Date or that become Allowed after the Effective Date.

F. Pursuant to the Plan and the Confirmation Order, on the Effective Date, (a) the Debtors shall transfer, or shall be deemed to have transferred to the GUC Trust (i) the Transferred Insurance Rights (defined herein) and (ii) the Transferred Litigations (defined herein), and (b) Purchaser Parent (defined herein) shall (i) transfer or cause to be transferred the GUC Trust Cash Consideration (defined herein) to the GUC Trust, and (ii) distribute the GUC Trust Purchaser Equity to certain holders of Notes Claims entitled to receive such GUC Trust Purchaser Equity

(defined herein); provided, for the avoidance of doubt, that the GUC Trust Purchaser Equity shall not be transferred to the GUC Trust and shall be distributed directly from the Purchaser Entities to the applicable holders.

G. On the date hereof, the Effective Date occurred, and pursuant to the Plan, title to the Trust Transferred Assets (defined herein) was vested in the GUC Trust.

H. On the Effective Date, the GUC Trust and the Purchaser Entities entered into that certain GUC Creditor Trust-Purchaser Cooperation Agreement, attached hereto as **Exhibit A** (the “**Cooperation Agreement**”) providing that the Purchaser Entities shall, after a reasonable search (consistent with the requirements and standards of Federal Rules of Civil Procedure 26 and 34), collect, preserve, and transfer (or cause to be transferred) to the GUC Trust all Documents (as that term is defined in the Cooperation Agreement) and information that are in their possession, custody, or control, which are, in whole or in part, relevant to (i) Claims Processing, as defined in the Cooperation Agreement and requested in Exhibit A thereto; (ii) the pursuit and/or prosecution of any GUC Trust Litigation Claim or the pursuit of any GUC Trust Insurance Rights, as requested in Exhibit B to the Cooperation Agreement; or (iii) the GUC Trust’s Reporting Obligations, as defined in the Cooperation Agreement and requested in Exhibit C to the Cooperation Agreement. The cooperation of the Debtors and the Remaining Debtors with the GUC Trust in regard to the matters described herein shall be subject to the terms of, and solely to the extent set forth in, the Plan.

I. The GUC Trust is established for the purpose of (i) receiving, collecting, holding, administering, liquidating, and distributing the Trust Assets for the benefit of the GUC Trust Beneficiaries (as defined herein), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to effectuate, and consistent with, the liquidating purpose of the GUC Trust; (ii) reconciling the Other General Unsecured Claims held by the GUC Trust Beneficiaries to the extent provided herein; and (iii) making distributions to the GUC Trust Beneficiaries.

J. The GUC Trust shall be responsible for making distributions of the Trust Assets to (i) the holders of the GUC Trust Eligible Claims through the distribution of the Units issued by the GUC Trust, and (ii) the Distribution Sub-Trusts, each as provided for herein. Pursuant to the Plan, the Unit Issuance Ratios reflect an increased recovery for those Releasing Creditors that have granted, or are deemed to have granted, the GUC Releases. Such increased recovery shall be deemed to be on account of the grant of the GUC Releases by such Releasing Creditors. Pursuant to the Plan, all holders of Class A Claims granted the GUC Releases and accordingly, the Class A Unit Issuance Ratio was calculated on a pro rata basis per amount of Class A Unit Claims. The Class B Unit Issuance Ratios have been calculated on the basis of increasing the Claim Amount held by each Releasing Creditor by 400%. The Sub-Trust Agreements (defined herein) shall provide for a similar calculation for distributions of the Distribution Sub-Trust Assets to the Sub-Trust Eligible Claims.

K. On April 11, 2024, Matthew J. Dundon, as trustee, executed a Declaration of Trust providing for the formation of a predecessor common law trust (the “**Original Trust**”) for the purposes set forth therein. This Trust Agreement amends and restates the Declaration of Trust and is being executed to establish and provide for the administration and conduct of the affairs of the

GUC Trust. On the date hereof, the GUC Trustee caused the filing of the Certificate of Conversion and the Certificate of Trust, converting the Original Trust into the GUC Trust.

L. The GUC Trust is intended to be classified for U.S. federal income tax purposes as a liquidating trust within the meaning of United States Treasury Regulation (hereinafter “**Treasury Regulation**”) section 301.7701-4(d) and to be treated as a “grantor trust” within the meaning of Tax Code sections 671-677 for United States federal income tax purposes.

M. For all United States federal income tax purposes, the GUC Trust, the GUC Trust Beneficiaries, and those Persons charged with the administration of the Distribution Sub-Trusts agree: (1) to treat the transfer of the Trust Transferred Assets to the GUC Trust as a deemed transfer of the Trust Transferred Assets by the Debtors and/or the Purchaser Entities, as applicable, to the beneficiaries of the GUC Trust and the Distribution Sub-Trusts on account of their Allowed Eligible General Unsecured Claims, followed by a deemed transfer of (i) the Trust Transferred Assets received by the holders of the Class A Unit Claims and Class B Unit Claims to the GUC Trust in exchange for the applicable beneficial interests therein, and (ii)(a) the Trust Transferred Assets received by the beneficiaries of the Distribution Sub-Trusts to one or more qualified settlement funds as described in Treasury Regulation section 1.468B-1 in exchange for beneficial interests therein, followed immediately by (ii)(b) the transfer of the Trust Transferred Assets received by the Distribution Sub-Trusts to the GUC Trust in exchange for beneficial interests therein; (2) to treat the GUC Trust as a liquidating trust described in Treasury Regulation 301.7701-4(d) and the GUC Trust Beneficiaries as the grantors and owners of the GUC Trust in accordance with Treasury Regulation section 301.7701-4(d) and Tax Code section 671, *et seq.*; and (3) to treat the Class B Disputed Claims Reserve as a disputed ownership fund within the meaning of Treasury Regulation section 1.468B-9. Each Sub-Trust Agreement shall allow for the trustee of the applicable Distribution Sub-Trust (or any other Person responsible for the management, administration, and operation of such Distribution Sub-Trust) to make tax elections as to the tax treatment of such Distribution Sub-Trust.

N. The Bankruptcy Court shall have jurisdiction over the GUC Trust, the Delaware Trustee, the GUC Trustee, and the GUC Trust Oversight Board (each solely in their respective capacities as such), and the Trust Assets (including the transfer of the Trust Transferred Assets from the Debtors and/or the Purchaser Entities, as applicable, to the GUC Trust), as provided herein and in the other GUC Trust Documents, the Plan and the Confirmation Order; provided, however, that nothing herein is intended to confer upon the Bankruptcy Court jurisdiction inconsistent with applicable law, including with respect to the Transferred Litigations or other Causes of Action constituting Trust Assets.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Parties hereto agree hereby as follows:

ARTICLE I DEFINITIONS AND INTERPRETATIONS

1.1 Definitions Incorporated from the Plan. Other than the terms defined in the preamble and recitals above, in the following Section, or elsewhere in this Trust Agreement, any term used in capitalized form that is not defined in this Trust Agreement, but that is defined in the

Plan, the Bankruptcy Code, or the Bankruptcy Rules, has the meaning assigned to such term in the Plan, the Bankruptcy Code, or the Bankruptcy Rules, as applicable, and, in event of a conflict, in such order of precedence.

1.2 Other Definitions. The following capitalized terms have the meanings herein as described below:

1.2.1 “**Affiliate**” shall have the meaning ascribed to such term in the Plan.

1.2.2 “**Allowed**” shall mean, (x) with respect to a GUC Trust Eligible Claim, that such GUC Trust Eligible Claim has been allowed pursuant to this Trust Agreement, (y) with respect to a Sub-Trust Eligible Claim, that such Sub-Trust Eligible Claim has been allowed pursuant to the applicable Sub-Trust Distribution Procedures, and (z) any Claim that has been allowed by the Bankruptcy Court. “Allowance” and other such terms have correlative meanings.

1.2.3 “**Assigned**” shall have the meaning ascribed to such term in Section 2.4.1 hereof.

1.2.4 “**Assignment**” shall have the meaning ascribed to such term in Section 2.4.1 hereof.

1.2.5 “**ATOP**” shall mean DTC’s Automated Tender Offer Program.

1.2.6 “**Bankruptcy Rules**” shall mean the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Cases, and any local rules of the Bankruptcy Court.

1.2.7 “**Business Day**” shall mean any day other than a Saturday, Sunday, or legal holiday on which the banks in the City of New York, Borough of Manhattan, or Wilmington, Delaware, are authorized to remain closed.

1.2.8 “**Cash**” shall mean the legal tender of the United States of America or the equivalent thereof.

1.2.9 “**Cause**” shall mean:

- (a) such person’s conviction of a felony or any crime involving moral turpitude;
- (b) any act or failure to act by such person involving actual dishonesty, willful misconduct, fraud, material misrepresentation, theft, or embezzlement;
- (c) such person’s willful and repeated failure to perform their duties under this Trust Agreement or the Trust Act; or
- (d) such person’s incapacity, such that they presently are, and are expected to be for more than ninety (90) consecutive days, unable to substantially perform their duties under this Trust Agreement or the Trust Act.

1.2.10 “**Cause of Action**” shall mean any Claim, action, class action, cross-claim, counterclaim, third-party claim, cause of action, controversy, dispute, demand, right, lien, indemnity, contribution, rights of subrogation, reimbursement, guaranty, suit, obligation, liability, debt, damage, judgment, loss, cost, attorneys’ fees and expenses, account, defense, remedy, offset, power, privilege, license or franchise, in each case, of any kind, character or nature whatsoever, asserted or unasserted, accrued or unaccrued, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, secured or unsecured, Allowed or Disallowed, assertible directly or derivatively (including, without limitation, under alter-ego theories), in rem, quasi in rem, in personam or otherwise, whether arising before, on or after the Petition Date, whether arising under federal statutory law, state statutory law, or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, in contract or in tort, at law, in equity or pursuant to any other theory or principle of law, including fraud, negligence, gross negligence, recklessness, reckless disregard, deliberate ignorance, public or private nuisance, breach of fiduciary duty, avoidance, willful misconduct, veil piercing, unjust enrichment, disgorgement, restitution, contribution, indemnification, rights of subrogation, and joint liability, regardless of where in the world accrued or arising. For the avoidance of doubt, “Cause of Action” expressly includes (i) any Cause of Action held by a natural person who is not yet born or who has not yet attained majority as of the Petition Date or as of the Effective Date, as applicable, (ii) any right of setoff, counterclaim, or recoupment and any Cause of Action for breach of contract or for breach of duty imposed by law or in equity, (iii) the right to object to or otherwise contest Claims or Interests, (iv) any Cause of Action pursuant to section 362 of the Bankruptcy Code or chapter 5 of the Bankruptcy Code, (v) any claim or defense, including fraud, mistake, duress, and usury, and any other defense set forth in section 558 of the Bankruptcy Code, and (vi) any claim under any federal, state, or foreign law, including for the recovery of any fraudulent transfer or similar theory.

1.2.11 “**Certificate of Conversion**” shall mean the certificate of conversion required by section 3820 of the Trust Act filed in connection with the conversion of the Original Trust into a trust formed pursuant to the Trust Act.

1.2.12 “**Certificate of Trust**” shall mean the certificate of trust of the GUC Trust as required by sections 3810 and 3820 of the Trust Act.

1.2.13 “**Certificated Class A Units**” shall have the meaning ascribed to such term in Section 5.3.4 hereof.

1.2.14 “**Claim**” shall have the meaning ascribed to such term set forth in section 101(5) of the Bankruptcy Code.

1.2.15 “**Claim Amount**” shall mean, with respect to a GUC Trust Eligible Claim, the Allowed amount of such Claim, or, if such Claim is Disputed, the Estimated Amount of such Claim.

1.2.16 “**Class A Notice and Trust Submission Form**” shall mean the form attached hereto as **Exhibit B**, along with any documentation required to be submitted therewith,

required to be properly executed and submitted to the GUC Trust by holders of Class A3 Unit Claims.

1.2.17 “**Class A Unit Claims**” shall mean the Notes Claims.

1.2.18 “**Class A Unit Issuance Ratio**” shall mean 72.51 Class A Units issuable for each \$1,000 in amount of Class A Unit Claim.

1.2.19 “**Class A Units**” shall mean the Class A1 Units and the Class A2 Units.

1.2.20 “**Class A1 Qualified Holder**” shall mean a Person that is (i) a Qualified Institutional Buyer and, with respect to Persons domiciled outside of the United States that are (1) located within the European Economic Area, a Person that is not an EU Retail Investor; and (2) located within the United Kingdom, a Person that is not a UK Retail Investor and that is also (A) an “investment professional” within the meaning of Article 19(5) of the FSMA (Financial Promotion) Order 2005; or (B) a high net worth company, unincorporated association, or other body within the categories described in Article 49(2)(a)-(d) of the FSMA (Financial Promotion) Order 2005; or (C) a Person to whom an invitation or inducement to engage in “investment activity” within the meaning of section 21 of the FSMA may otherwise be lawfully communicated or caused to be communicated.

1.2.21 “**Class A1 Unit Claim**” shall mean a Class A Unit Claim held by a Person that is a Class A1 Qualified Holder.

1.2.22 “**Class A1 Units**” shall mean the Units issued to holders of Class A Unit Claims on account of such Claims who have certified that they are Class A1 Qualified Holders.

1.2.23 “**Class A2 Qualified Holder**” shall mean a Person that is (i) an Institutional Accredited Investor and, with respect to Persons domiciled outside of the United States that are (1) located within the European Economic Area, a Person that is not an EU Retail Investor; and (2) located within the United Kingdom, a Person that is not a UK Retail Investor and that is also (A) an “investment professional” within the meaning of Article 19(5) of the FSMA (Financial Promotion) Order 2005; or (B) a high net worth company, unincorporated association, or other body within the categories described in Article 49(2)(a)-(d) of the FSMA (Financial Promotion) Order 2005; or (C) a Person to whom an invitation or inducement to engage in “investment activity” within the meaning of section 21 of the FSMA may otherwise be lawfully communicated or caused to be communicated.

1.2.24 “**Class A2 Unit Claim**” shall mean a Class A Unit Claim held by a Person that is a Class A2 Qualified Holder.

1.2.25 “**Class A2 Units**” shall mean the Units issued to holders of Class A Unit Claims on account of such Claims who have certified that they are Class A2 Qualified Holders.

1.2.26 “**Class A3 Unit Register**” shall have the meaning ascribed to such term in Section 5.3.5 hereof.

1.2.27 “**Class A3 Unit Claim**” shall mean a Class A Unit Claim held by a Person that is not a Class A1 Qualified Holder or a Class A2 Qualified Holder.

1.2.28 “**Class A3 Units**” shall mean the Units issued to holders of Class A Unit Claims on account of such Claims who have not certified that they are Class A1 Qualified Holders or Class A2 Qualified Holders.

1.2.29 “**Class B Units**” shall mean the Units issued to holders of Class B Unit Claims on account of such Claims.

1.2.30 “**Class B Unit Claims**” shall mean the Other General Unsecured Claims.

1.2.31 “**Class B Disputed Claims Reserve**” shall mean the Class B Units reserved on account of Disputed Class B Unit Claims, together with all Cash distributed in respect of such Units, for distribution to holders of Disputed Class B Unit Claims that are subsequently Allowed.

1.2.32 “**Class B Unit Issuance Ratio**” shall mean, (i) with respect to a Class B Unit Claim held by a Releasing Creditor, 50 Class B Units issuable for each \$1,000 in amount of Class B Unit Claim, or (ii) with respect to a Class B Unit Claim held by a Non-Releasing Creditor, 10 Class B Units issuable for each \$1,000 in amount of Class B Unit Claim.

1.2.33 “**Class B Unit Register**” shall have the meaning ascribed to such term in Section 5.3.6 hereof.

1.2.34 “**Covenant Not to Collect**” shall have the meaning ascribed to such term in the Plan.

1.2.35 “**Creditors’ Committee**” shall mean the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases.

1.2.36 “**Debtors**” shall have the meaning ascribed to such term in the Plan.

1.2.37 “**Depository Agreement**” shall mean the Depository Agreement, dated the date of this Agreement, among Endo, Inc., the GUC Trust and Computershare Trust Company, N.A., as Depository, pursuant to which 0.32% of the Endo Common Shares (subject to dilution for issuances under the Management Incentive Plan (as defined in the Plan)) are being placed in escrow with such Depository for possible distribution to the holders of the Notes Claims.

1.2.38 “**Direct Registration Class A Units**” shall have the meaning ascribed to such term in Section 5.3.4 hereof.

1.2.39 “**Disallowed**” shall mean, with respect to (x) a GUC Trust Eligible Claim, that such GUC Trust Eligible Claim has been disallowed pursuant to this Trust Agreement, and (y) a Sub-Trust Eligible Claim, that such Sub-Trust Eligible Claim has been disallowed pursuant to the applicable Sub-Trust Distribution Procedures. “Disallowance” and other such terms have correlative meanings.

1.2.40 “**Disbursement Agent**” shall mean the GUC Trust, or any Person or Persons designated or retained by the GUC Trust to serve as a disbursement agent in order to effect the distribution of Trust Assets as contemplated by this Trust Agreement, including any Indenture Trustee to the extent such Indenture Trustee serves as a Disbursement Agent.

1.2.41 “**Disputed**” shall mean, with respect to an Eligible General Unsecured Claim, any Eligible General Unsecured Claim that is neither Allowed nor Disallowed.

1.2.42 “**Distributable Cash**” shall mean the Cash of the GUC Trust available from time to time for distribution to Unitholders (including the Class B Disputed Claims Reserve), by Unit Class, after funding of the Trust Expenses Reserve, the GPF Cash Distribution, the RP Cash Distribution, the Mesh Cash Distribution, the Ranitidine Cash Distribution, and the Indenture Trustee Expenses. For the avoidance of doubt, the Purchaser Entities Proceeds shall not constitute Distributable Cash.

1.2.43 “**Distribution Date**” shall mean, with respect to a particular Unit Class or a particular Distribution Sub-Trust, any date, as determined by the GUC Trustee in consultation with the GUC Trust Oversight Board, on which the GUC Trust makes a distribution of Cash to Unitholders holding Units of that Unit Class or to such Distribution Sub-Trust.

1.2.44 “**Distribution Record Date**” shall mean, with respect to the Transferable Class A Units, a date, as determined by the GUC Trustee in consultation with the GUC Trust Oversight Board, preceding each Distribution Date, as the record date for determining the holders of such Units entitled to participate in the distribution on such Distribution Date.

1.2.45 “**Distribution Sub-Trustee**” means the trustee for each of the Distribution Sub-Trusts.

1.2.46 “**Distribution Sub-Trusts**” shall mean the Mesh Claims Trust, the Ranitidine Claims Trust, the Reverse Payment Claims Trust, and the Generics Price Fixing Claims Trust.

1.2.47 “**Distribution Sub-Trusts Assets**” shall mean the distributions to which the Distributions Sub-Trusts are entitled from the Trust Assets pursuant to the Plan.

1.2.48 “**DTC**” shall mean the Depository Trust Company and any successor organization.

1.2.49 “**Eligible General Unsecured Claim**” shall mean a GUC Trust Eligible Claim or a Sub-Trust Eligible Claim.

1.2.50 “**Endo Common Shares**” shall mean the common shares, par value \$0.001 per share, of Endo, Inc.

1.2.51 “**Entity**” shall have the meaning ascribed to such term set forth in section 101(15) of the Bankruptcy Code.

1.2.52 “**Escrowed Shares**” shall mean the Endo Common Shares placed in escrow pursuant to the Depositary Agreement.

1.2.53 “**Estimated Amount**” shall mean, with respect to a Disputed Class B Claim, the estimated amount of a Disputed Class B Claim as determined either by the GUC Trustee in its good faith discretion or as estimated by the Bankruptcy Court, including pursuant to the Reserve Order.

1.2.54 “**EU Retail Investor**” shall mean a Person who is one or more of the following: (a) a “retail client” as defined in point (11) of Article 4(1) of MIFID II; (b) a “customer” within the meaning of Directive 2016/97/EU of the European Parliament and of the Council of 20 January 2016 on insurance distribution (recast), where the customer would not qualify as a “professional client” as defined in point (10) of Article 4(1) of MIFID II; or (c) not a Qualified Investor.

1.2.55 “**European Economic Area**” means: (a) the 27 countries of the European Union, consisting of Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, and Sweden; and (b) Iceland, Liechtenstein, and Norway.

1.2.56 “**Exchange Act**” shall mean the United States Securities Exchange Act of 1934, as amended, and as applicable the rules and regulations promulgated thereunder.

1.2.57 “**FSMA**” means the UK Financial Services and Markets Act 2000, as amended.

1.2.58 “**Final Order**” shall mean an order or judgment of a court of competent jurisdiction (including, for the avoidance of doubt, the Bankruptcy Court) with respect to the relevant subject matter, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal, petition for certiorari, or move for reargument, reconsideration, or rehearing has expired and no appeal, petition for certiorari, or motion for reargument, reconsideration, or rehearing has been timely taken or filed, or as to which any appeal, petition for certiorari, or motion for reargument, reconsideration, or rehearing that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure or any comparable rule may be filed relating to such order shall not cause such order to not be a Final Order.

1.2.59 “**Fiscal Year**” shall mean any fiscal year of the GUC Trust, as provided in Section 2.5 hereof.

1.2.60 “**Generics Price Fixing Claims**” shall have the meaning ascribed to such term in the Plan.

1.2.61 “**Generics Price Fixing Claims Trust**” shall mean the trust established pursuant to the Generics Price Fixing Trust Agreement whose beneficiaries are the holders of Generics Price Fixing Claims.

1.2.62 “**Generics Price Fixing Trust Agreement**” shall mean that certain trust agreement for the Generics Price Fixing Claims Trust, filed with the Bankruptcy Court in accordance with the terms of the Plan.

1.2.63 “**GUC Excluded Parties**” shall have the meaning ascribed to such term in the Plan.

1.2.64 “**GUC Releases**” shall have the meaning ascribed to such term in the Plan.

1.2.65 “**GUC Trust Beneficiaries**” shall mean the holders of Allowed GUC Trust Eligible Claims and, except as otherwise provided for in this Trust Agreement, the Distribution Sub-Trusts. For the avoidance of doubt, and without limiting any rights of the Purchaser Entities to receive (or otherwise with respect to) the Purchaser Entities Proceeds, the Purchaser Entities shall not be, and shall not be deemed to be, GUC Trust Beneficiaries.

1.2.66 “**GUC Trust Cash Consideration**” shall have the meaning ascribed to such term in the Plan.

1.2.67 “**GUC Trust Claims Resolution Procedures**” shall mean the *Endo GUC Trust Procedures for Claims Resolution* for resolving disputes regarding the Allowance of Disputed Class B Claims (including the amounts thereof) and other disputes relating to the GUC Trust and the rights of the GUC Trust Beneficiaries, substantially in the form attached hereto as **Exhibit C**, as the same may be amended by the GUC Trustee from time to time as provided herein.

1.2.68 “**GUC Trust Documents**” shall mean, including all schedules, exhibits, supplements, and any other attachments thereto, this Trust Agreement, the Cooperation Agreement, and the UCC Allocation (as defined in the Plan), each as may be amended from time pursuant to the terms thereof. For the avoidance of doubt, the GUC Trust Documents shall be consistent with the terms of the Plan and the Confirmation Order.

1.2.69 “**GUC Trust Eligible Claim**” shall mean any present Claim against one or more of the Debtors that (i) was timely filed in accordance with the Bar Date Order (or was exempt from filing pursuant to the Bar Date Order) or other order of the Bankruptcy Court, (ii) is (a) a Class A Unit Claim, or (b) a Class B Unit Claim, and (iii) other than with respect to a Class A1 Claim or a Class A2 Claim, is a Claim for which the holder of such Claim returned a properly executed Trust Submission Form by the Trust Submission Form Deadline. For the avoidance of doubt, the GUC Trust Eligible Claims shall not include any Claim receiving a distribution from any of the Distribution Sub-Trusts.

1.2.70 “**GUC Trust Eligible Claimant**” shall mean a holder of a GUC Trust Eligible Claim.

1.2.71 “**GUC Trust Oversight Board**” shall mean the board appointed to oversee the affairs of the GUC Trust, as provided in this Trust Agreement, consisting of (x) initially, the

Persons whose names appear on **Exhibit D** to this Trust Agreement, and (y) any successor(s) or replacement(s) duly appointed under the terms of this Trust Agreement.

1.2.72 “**GUC Trustee**” shall mean (x) initially, the Person whose name appears on the signature page of this Trust Agreement in such capacity, and (y) any successor or replacement duly appointed under the terms of this Trust Agreement.

1.2.73 “**Indenture Trustees**” shall mean the indenture trustees under the Notes Indentures.

1.2.74 “**Indenture Trustee Charging Lien**” shall mean any Lien that secures payment, or other priority of right to payment, of the Indenture Trustee Expenses as provided for in the applicable Notes Indentures.

1.2.75 “**Indenture Trustee Expenses**” shall mean the documented fees and reasonable expenses by each of the Indenture Trustees (including the reasonable and documented fees and expenses of counsel retained by any such Indenture Trustees) and that (i) are payable under the applicable Notes Indenture, and (ii) have not been otherwise paid by the Debtors or the Post-Emergence Entities.

1.2.76 “**Independent Board Member**” shall mean a member of the GUC Trust Oversight Board who does not have interest in, or material relationship with, the Debtors, the GUC Trustee, the Trust Assets, any Claim against the Debtors (including, for the avoidance of doubt, the Eligible General Unsecured Claims), the Distribution Sub-Trusts, or any litigation financing provided to the GUC Trust.

1.2.77 “**Institutional Accredited Investor**” shall mean an “accredited investor,” as defined in Rule 501 of Regulation D promulgated under the Securities Act, described in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), (a)(12), or (a)(13) of Regulation D.

1.2.78 “**Interest**” shall have the meaning ascribed to such term in the Plan.

1.2.79 “**Lien**” shall have the meaning ascribed to such term set forth in section 101(37) of the Bankruptcy Code.

1.2.80 “**Majority Consent**” shall mean the affirmative consent of a majority of the members constituting the whole GUC Trust Oversight Board, given at a meeting called for that purpose, or by a written consent in lieu of a meeting in accordance with this Trust Agreement.

1.2.81 “**Mesh Claim**” shall have the meaning ascribed to such term in the Plan.

1.2.82 “**Mesh Claims Trust**” shall mean the trust established pursuant to the Mesh Claims Trust Agreement whose beneficiaries are the holders of Mesh Claims.

1.2.83 “**Mesh Claims Trust Agreement**” shall mean that certain trust agreement for the Mesh Claims Trust, filed with the Bankruptcy Court in accordance with the terms of the Plan.

1.2.84 “**Mesh Products Liability Tower**” shall mean the GUC Trust Insurance Rights (as that term is defined in the Plan) relating to insurance policies that do or may provide coverage for the Mesh Claims.

1.2.85 “**MIFID II**” means the EU Markets in Financial Instruments Directive 2014 (Directive 2014/65/EU), as amended.

1.2.86 “**Non-Releasing Creditor**” shall mean a GUC Trust Eligible Claimant that has not granted, or has been deemed to have not granted, the GUC Releases pursuant to the Plan.

1.2.87 “**Non-Transferable Units**” shall have the meaning ascribed to such term in Section 5.5.5 hereof.

1.2.88 “**Notes**” shall mean the Second Lien Notes and the Unsecured Notes.

1.2.89 “**Notes Claims**” shall have the meaning ascribed to such term in the Plan.

1.2.90 “**Notes Indentures**” shall mean the Second Lien Notes Indenture and the Unsecured Notes Indentures.

1.2.91 “**Other General Unsecured Claims**” shall have the meaning ascribed to such term in the Plan.

1.2.92 “**Oversight Board Members**” shall mean, collectively, the members of the GUC Trust Oversight Board.

1.2.93 “**Pending**” shall mean with respect to an Eligible General Unsecured Claim, a Claim that would otherwise constitute an Eligible General Unsecured Claim except that the holder of such Eligible General Unsecured Claim has not, as of the relevant date, provided a properly executed Trust Submission Form prior to the occurrence of the Trust Submission Form Deadline.

1.2.94 “**Person**” shall mean an individual (including, without limitation, in his or her capacity as a trustee, protector, or executor), corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust or trustee, protector, executor, estate, unincorporated organization, governmental unit, tribe, or other Entity.

1.2.95 “**Post-Emergence Entities**” shall have the meaning ascribed to such term in the Plan.

1.2.96 “**Privileged Materials**” shall have the meaning ascribed to such term in the Cooperation Agreement.

1.2.97 “**Privileges**” shall have the meaning ascribed to such term in the Cooperation Agreement.

1.2.98 “**Pro Rata**” shall mean, with respect to any Units in a particular Unit Class, the fraction, which may be expressed as a percentage, obtained by dividing (x) such number of Units by (y) the total number of Units at the time outstanding in that particular class, including, with respect to the Class B Units, the Class B Units held in the Class B Disputed Claims Reserve.

1.2.99 “**Purchaser Entity**” shall have the meaning ascribed to such term in the Plan.

1.2.100 “**Qualified Institutional Buyer**” shall mean a “qualified institutional buyer,” as defined by Rule 144A promulgated under the Securities Act.

1.2.101 “**Qualified Investor**” shall mean a “qualified investor” as defined in Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017.

1.2.102 “**Ranitidine Claim**” shall have the meaning ascribed to such term in the Plan.

1.2.103 “**Ranitidine Claims Trust**” shall mean the trust established pursuant to the Ranitidine Claims Trust Agreement whose beneficiaries are the holders of Ranitidine Claims.

1.2.104 “**Ranitidine Claims Trust Agreement**” shall mean that certain trust agreement for the Ranitidine Claims Trust, filed with the Bankruptcy Court in accordance with the terms of the Plan.

1.2.105 “**Ranitidine Products Liability Tower**” shall mean the GUC Trust Insurance Rights (as that term is defined in the Plan) relating to insurance policies that do or may provide coverage for the Ranitidine Claims.

1.2.106 “**Released Parties**” shall have the meaning ascribed to such term in the Plan.

1.2.107 “**Releasing Creditor**” shall mean a GUC Trust Eligible Claimant that is “GUC Releasing Party” as defined in the Plan.

1.2.108 “**Remaining Debtors**” shall have the meaning ascribed to such term in the Plan.

1.2.109 “**Reserve Order**” shall mean an order from the Bankruptcy Court, on a motion by the GUC Trust, establishing the Estimated Amount of the unliquidated or otherwise Disputed Class B Unit Claims for purposes of establishing the Class B Disputed Claims Reserve.

1.2.110 “**Reverse Payment Claim**” shall have the meaning ascribed to such term in the Plan.

1.2.111 “**Reverse Payment Claims Trust**” shall mean the trust established pursuant to the Reverse Payment Claims Trust Agreement whose beneficiaries are the holders of Reverse Payment Claims.

1.2.112 “**Reverse Payment Claims Trust Agreement**” shall mean that certain trust agreement for the Reverse Payment Claims Trust, filed with the Bankruptcy Court in accordance with the terms of the Plan.

1.2.113 “**Securities Act**” shall mean the United States Securities Act of 1933, as amended, and as applicable the rules and regulations promulgated thereunder.

1.2.114 “**Second Lien Notes Indenture**” shall have the meaning ascribed to such term in the Plan.

1.2.115 “**Specified Oversight Board Member**” shall have the meaning ascribed to such term in Section 8.2.5 hereof.

1.2.116 “**Sub-Trust Agreements**” shall mean the documents establishing and governing the Distribution Sub-Trusts.

1.2.117 “**Sub-Trust Board Member**” shall have the meaning ascribed to such term in Section 8.2.2 hereof.

1.2.118 “**Sub-Trust Distribution Procedures**” shall mean the distribution procedures governing allowance and allocation of distributions within each Distribution Sub-Trust with respect to, as applicable, Generics Price Fixing Claims, Reverse Payment Claims, Mesh Claims, and Ranitidine Claims, in each case which may be included within the respective Sub-Trust Agreements.

1.2.119 “**Sub-Trust Eligible Claim**” shall mean a Generics Price Fixing Claim, a Reverse Payment Claim, a Mesh Claim, or a Ranitidine Claim.

1.2.120 “**Supermajority Consent**” shall mean the affirmative consent of at least four-fifths (4/5) of the members constituting the whole GUC Trust Oversight Board (disregarding any remainder of such calculation), given at a meeting called for that purpose or by written consent in lieu of a meeting in accordance with this Trust Agreement; provided, however, that, for purposes of the removal of an Oversight Board Member in accordance with Section 8.2.5 hereof, Supermajority Consent means the affirmative consent of all of the members of the GUC Trust Oversight Board, not including the Oversight Board Member subject to removal; provided further that in the event the GUC Trust Oversight Board is at any time comprised of less than four (4) members (including as a result of a recusal of an Oversight Board Member due to conflict pursuant Section **Error! Reference source not found.** hereof), any act otherwise requiring Supermajority Consent shall require the unanimous consent of the remaining Oversight Board Members.

1.2.121 “**Tax Authority**” shall mean a federal, state, local, or foreign government or agency, instrumentality, or employee thereof, court, or other body (if any) charged with the administration of any law relating to Taxes.

1.2.122 “**Tax Code**” shall mean the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

1.2.123 “**Tax Return**” shall mean a return, declaration, form, election, letter, report, statement, estimate, information return, or other information filed or required to be filed with respect to any Taxes, including any schedule or attachment thereto or amendment thereof, including any claim for a Tax refund.

1.2.124 “**Taxes**” shall mean all (a) federal, state, local, or foreign taxes, including, without limitation, all net income, alternative minimum, net worth or gross receipts, capital, value added, franchise, profits, estimated, property, transfer, and sales or use taxes, and (b) interest, penalties, fines, additions to tax, or additional amounts imposed by any Tax Authority or paid in connection with any item described in clause (a) hereof.

1.2.125 “**TPP Claims**” shall mean the Pending Eligible General Unsecured Claims filed by the TPP Counsel on behalf of health plans, health, insurers, health plan administrators, or other third-party payors.

1.2.126 “**TPP Counsel**” shall mean Lowey Dannenberg, P.C. and Rawlings & Associates, PLLC.

1.2.127 “**Transfer**” shall mean, with respect to Units or any other interest in the GUC Trust, any transfer, sale, pledge, assignment, conveyance, gift, bequest, inheritance, grant, distribution, hypothecation, or other disposition of, or creation of a security interest in, such GUC Trust Interest, whether voluntarily or by operation of law. “**Transferor**,” “**Transferee**,” and “**Transferred**” shall have correlative meanings.

1.2.128 “**Transferable Class A Unit Claims**” shall mean Class A Unit Claims held by Persons who are either Class A1 Qualified Holders or Class A2 Qualified Holders and are therefore entitled to receive Transferable Class A Units pursuant to this Trust Agreement.

1.2.129 “**Transferable Class A Unit Register**” shall have the meaning ascribed to such term in Section 5.3.4 hereof.

1.2.130 “**Transferable Class A Units**” shall have the meaning ascribed to such term in Section 5.4.1 hereof.

1.2.131 “**Transferred Insurance Rights**” shall mean the “GUC Trust Insurance Rights” and the “GUC Trust D&O Insurance Claims,” as those terms are defined in the Plan.

1.2.132 “**Transferred Litigations**” shall mean all Claims and Causes of Action against the GUC Excluded Parties transferred (or required to be transferred) to the GUC Trust pursuant to the Plan.

1.2.133 “**Trust Act**” shall mean the Delaware Statutory Trust Act, 12 Del. C. § 3801 et seq., as the same may from time to time be amended, or any successor statute.

1.2.134 “**Trust Agent**” shall mean any one or more agents of the GUC Trust appointed by the GUC Trustee in accordance with section 3806(b)(7) of the Trust Act, including for the avoidance of doubt, any Disbursement Agent and any Indenture Trustee to the extent such Indenture Trustee serves as a Disbursement Agent or other Trust Agent.

1.2.135 “**Trust Assets**” shall mean all property held from time to time by the GUC Trust, including the Trust Transferred Assets, on or after the Effective Date, and including all Cash and non-Cash assets held in the Class B Disputed Claims Reserve and the Trust Expenses Reserve.

1.2.136 “**Trust Assets Allocation Schedule**” shall mean the schedule attached hereto as **Schedule 1**, which provides for the allocation of the Trust Assets among the Unit Classes and the Distribution Sub-Trusts.

1.2.137 “**Trust Budget**” shall have the meaning ascribed to such term in Section 2.6 hereof.

1.2.138 “**Trust Expenses Reserve**” shall mean an amount of Cash or other assets set aside from time to time by the GUC Trustee in consultation with the GUC Trust Oversight Board for paying costs, fees, and expenses, and reserving for liabilities, of the GUC Trust, as provided in Section 9.4 hereof.

1.2.139 “**Trust Management**” shall have the meaning ascribed to such term in Section 9.6.1 hereof.

1.2.140 “**Trust Submission Form**” shall mean the form attached hereto as **Exhibit E**, or, with respect to a holder of a Class A Claim, the Class A Notice and Trust Submission Form, along with any documentation required to be submitted therewith, required to be properly executed and submitted to the GUC Trust by all holders of Eligible General Unsecured Claims (other than Class A1 Unit Claims and Class A2 Unit Claims), pursuant to which each such holder shall (i) identify the type of Eligible General Unsecured Claim it holds and confirm that such Claim shall receive a Distribution solely pursuant to the GUC Trust Documents in accordance with the Plan and the Confirmation Order, and otherwise participate in the GUC Trust or the Distribution Sub-Trusts, as applicable, and (ii) provide certain other information necessary for the distribution of Units and Cash distributions thereon.

1.2.141 “**Trust Submission Form Notice**” shall mean the form attached hereto as **Exhibit F**.

1.2.142 “**Trust Submission Form Deadline**” shall mean July 1, 2024, or such later date as may be determined by (i) the GUC Trustee with the consent of the GUC Trust Oversight Board, or (ii) by the Distribution Sub-Trustee with respect to the Generics Price Fixing Claims Trust or the Reverse Payment Claims Trust.

1.2.143 “**Trust Transferred Assets**” shall mean the GUC Trust Cash Consideration, the Transferred Litigations, the Transferred Insurance Rights, and all materials required to be transferred to the GUC Trust pursuant to the Cooperation Agreement.

1.2.144 “**Trust Website**” shall mean an internet website maintained by the GUC Trust in accordance with this Trust Agreement.

1.2.145 “**UK Retail Investor**” means a person who is one (or more) of the following: (a) a “retail client” as defined in point (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal)

Act 2018; or (b) a “customer” within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where such customer would not qualify as a “professional client” as defined in point (8) of Article 2(1) of Regulation (EU) No. 600/2014 as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018; or (c) not a UK Qualified Investor.

1.2.146 “**UK Qualified Investor**” means a “qualified investor” as defined in Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018.

1.2.147 “**Unit Class**” shall mean each of the classes of Units, consisting of the Class A Units and the Class B Units.

1.2.148 “**Unit Distribution Date**” shall mean, with respect to a particular Unit Class, a date, as determined from time to time by the GUC Trustee in consultation with the GUC Trust Oversight Board, on which Units shall be distributed, including Class B Units to be distributed from the Class B Disputed Claims Reserve to holders of Disputed Class B Unit Claims that have become Allowed in the period between the second preceding Unit Distribution Record Date (or in the case of the first Unit Distribution Date, from the initial Unit Distribution Record Date) and the first preceding Unit Distribution Record Date.

1.2.149 “**Unit Distribution Record Date**” shall mean, with respect to a particular Unit Class, a date, as determined from time to time by the GUC Trustee in consultation with the GUC Trust Oversight Board, on which Units shall be distributed, including Class B Units to be distributed from the Class B Disputed Claims Reserve to holders of Disputed Class B Unit Claims that have become Allowed in the period between the second preceding Unit Distribution Record Date and the first preceding Unit Distribution Record Date.

1.2.150 “**Unit Issuance Ratios**” shall mean the Class A Unit Issuance Ratio and the Class B Unit Issuance Ratio.

1.2.151 “**Unit Register**” shall mean, as applicable, the Transferable Class A Unit Register (if established pursuant to Section 5.3.4 hereof), the Class A3 Unit Register, or the Class B Unit Register.

1.2.152 “**Unitholder**” shall mean a holder of one or more Units, including the Class B Disputed Claims Reserve.

1.2.153 “**Units**” shall mean units of beneficial interest issued by the GUC Trust consisting of the Class A Units and the Class B Units. For purposes of this Trust Agreement, the Class A1 Units, the Class A2 Units, and the Class A3 Units shall consist of a single Unit Class.

1.2.154 “**Unsecured Notes Indentures**” shall have the meaning ascribed to such term in the Plan.

1.3 **Interpretation**. For the purposes of this Trust Agreement: (a) in the appropriate context, each term, whether stated in the singular or the plural, includes both the singular and the

plural, and pronouns stated in the masculine, feminine, or neutral gender include the masculine, feminine, and the neutral gender; (b) unless otherwise stated herein, any reference in this Trust Agreement to an existing document or exhibit shall mean that document or exhibit, as it may thereafter be amended, modified, or supplemented; (c) except as otherwise provided in this Trust Agreement, all references in this Trust Agreement to “Articles” or “Sections” are references to Articles or Sections, respectively, of this Trust Agreement; (d) except as otherwise provided in this Trust Agreement, the words “herein,” “hereof,” and “hereto” refer to this Trust Agreement in its entirety rather than to a particular portion of this Trust Agreement; (e) the words “includes” and “including” are not limiting and mean that the things specifically identified are set forth for purposes of illustration, clarity, or specificity and do not in any respect qualify, characterize, or limit the generality of the class within which such things are included; (f) any reference to a Person as a holder of a Claim or Interest includes that Person’s successors, assigns, and, with respect to any release or limitation on liability, such Persons’ Affiliates; (g) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Trust Agreement; (h) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (i) any non-material effectuating provisions may be interpreted by the GUC Trustee or the Oversight Board Members, as applicable, in a manner that is consistent with the overall purpose and intent of this Trust Agreement, the other GUC Trust Documents, and the Plan and Confirmation Order, all without further order of the Bankruptcy Court.

1.4 Computation of Time. Except as otherwise provided in this Trust Agreement, Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed in this Trust Agreement.

1.5 Conflicting Terms. In the case of any ambiguity, inconsistency, or conflict between the terms of this Trust Agreement and any of the other GUC Trust Documents and the terms of the Plan and/or the Confirmation Order, the terms of the Plan and/or the Confirmation Order shall govern and control. In the event of any ambiguity, inconsistency, or conflict between the terms of the Plan and the Confirmation Order, the Confirmation Order shall govern and control.

ARTICLE II CREATION AND PURPOSE OF TRUST

2.1 Creation of Trust; Name.

2.1.1 Upon the Effective Date, pursuant to this Trust Agreement, the Plan, the Confirmation Order, and the other GUC Trust Documents, the GUC Trust is hereby established. The GUC Trust may conduct the affairs of the GUC Trust under the name of the “Endo GUC Trust,” the “GUC Trust,” or such variation thereof in connection with the exercise of its powers and duties hereunder as the GUC Trustee may from time to time approve.

2.2 Purpose of Trust.

2.2.1 Pursuant to this Trust Agreement, the Plan, and the Confirmation Order, and the other GUC Trust Documents, the GUC Trust is established for the purposes of, acting through the GUC Trustee, the GUC Trust Oversight Board, the Trust Management, and the Trust

Agents, (i) receiving, collecting, holding, administering, liquidating, and distributing the Trust Assets for the benefit of the GUC Trust Beneficiaries in accordance with the terms of this Trust Agreement, the Plan, the Confirmation Order, and the other GUC Trust Documents; (ii) providing for efficient, fair, and reasonable procedures for processing and making distributions, directly or indirectly to holders of Eligible General Unsecured Claims; and (iii) making distributions to the GUC Trust Beneficiaries as provided for in this Trust Agreement, the other GUC Trust Documents, and the Plan and Confirmation Order.

2.2.2 This Trust Agreement is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. The GUC Trust is not intended to be, and shall not be deemed to be, or treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company, or association, nor shall any of the GUC Trustee, the Oversight Board Members, or the GUC Trust Beneficiaries, for any purpose be, or be deemed to be or be treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. The relationship of the GUC Trust Beneficiaries to the GUC Trustee and the Oversight Board Members shall be solely that of beneficiaries of a trust and shall not be deemed a principal or agency relationship, and their rights shall be limited to those conferred upon them by the GUC Trust Documents, and the Plan and Confirmation Order.

2.2.3 The activities of the GUC Trust shall be limited to those activities set forth in this Trust Agreement, the other GUC Trust Documents, and the Plan and Confirmation Order. The GUC Trust is intended to qualify as a liquidating trust pursuant to Treasury Regulation section 301.7701-4(d) and to treat the GUC Trust Beneficiaries as the grantors and owners of the GUC Trust in accordance with Treasury Regulation section 301.7701-4(d) and Tax Code section 671, *et seq.*, and the primary purpose of the GUC Trust shall be to liquidate and distribute the Trust Assets to the GUC Trust Beneficiaries, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the purpose of the GUC Trust as set forth in this Trust Agreement, the other GUC Trust Documents, and the Plan and Confirmation Order. For the avoidance of doubt, the GUC Trust shall not have any responsibility in connection with any winddown, reorganization, or the businesses of any of the Debtors, any Post-Emergence Entity, or any of their respective Affiliates.

2.3 Capacity of Trust. Notwithstanding any state or federal law to the contrary or anything herein, except as otherwise provided herein, the GUC Trust shall itself have the capacity, in its own right and name, to act or refrain from acting, including the capacity to sue and be sued and to enter into contracts. The GUC Trust may alone be the named movant, respondent, party plaintiff, or defendant, or the like in all adversary proceedings, contested matters, and other state or federal proceedings brought by or against it, and may settle and compromise all such matters in its own name.

2.4 Transfer of the Trust Transferred Assets.

2.4.1 On the Effective Date, the Debtors and/or the Purchaser Entities, as applicable, irrevocably grant, release, assign, convey, transfer, issue, and deliver, and shall automatically be deemed to have granted, released, assigned, conveyed, transferred, issued, and delivered (collectively, “**Assigned**,” and the effect of such actions, the “**Assignment**”), to the GUC Trust, without recourse, all of their respective rights, title, and interest in the Trust Transferred Assets,

free and clear of all Liens and Claims for the benefit of the GUC Trust Beneficiaries, including, without limitation and pursuant to the terms and conditions of the Plan, the Confirmation Order, and the other GUC Trust Documents, which shall vest solely in the GUC Trust, as nominee for the GUC Trust Beneficiaries. In no event shall any part of the Trust Transferred Assets revert to or be distributed to the Post-Emergence Entities, except as provided in Section 6.2 of this Agreement. Upon the Assignment of the Trust Transferred Assets, the GUC Trust shall succeed to the right, title, and interest in the Trust Transferred Assets, and no Person (including, for the avoidance of doubt, the Debtors or the Post-Emergence Entities) shall have any further rights or interests in or with respect to the Trust Transferred Assets, nor shall it have any rights or interest in any other Trust Assets or the GUC Trust, except as provided in Section 6.2 of this Agreement or the Cooperation Agreement. The transfer of Privileges and Privileged Materials the GUC Trust pursuant to the Plan and/or the Cooperation Agreement, as applicable, shall not waive any such Privileges. The Trust Transferred Assets shall be Assigned to the GUC Trust on the Effective Date; provided, however, to the extent any of the Trust Transferred Assets are capable of being Assigned but are not Assigned upon the Effective Date, the obligation to effect the Assignment of such Trust Transferred Asset shall be satisfied by the Purchaser Entities, in accordance with the Cooperation Agreement.

2.4.2 Solely to the extent necessary, in the event that any Trust Transferred Asset cannot be Assigned to the GUC Trust due to a restriction on transferability under applicable non-bankruptcy law that is not superseded or preempted by section 1123 of the Bankruptcy Code or any other applicable provision of the Bankruptcy Code, such Trust Transferred Asset shall to the extent permitted by applicable law be deemed to be held by the applicable Post-Emergence Entity as bailee for the GUC Trust, and the GUC Trustee shall be deemed to have been designated as a representative of such Post-Emergence Entity, including pursuant to section 1123(b)(3) of the Bankruptcy Code, to, as applicable, liquidate, monetize, enforce, and/or pursue such Trust Transferred Asset to the extent and subject to the limitations set forth in the Plan and the Cooperation Agreement on the behalf of such Post-Emergence Entity, as applicable, for the benefit of the GUC Trust Beneficiaries; provided, however, that, to the extent, as a result of the foregoing, the liquidation, monetization, pursuit, and/or enforcement of such Trust Transferred Assets results in claims or counterclaims being asserted against any of the Post-Emergence Entities, or any of their respective Affiliates, officers, directors (including any Persons in analogous roles under applicable law), managers, members, employees, equity holders, agents, and representatives, the Post-Emergence Entities shall have the right, but not the obligation, to assume control of the defense against such claims or counterclaims, and the GUC Trust shall, to the fullest extent permitted by law, indemnify and hold harmless the foregoing Persons from and against any claims suffered or incurred by any of them arising out of, resulting from, or relating to such claims or counterclaims; provided, however, that the GUC Trust shall not indemnify the foregoing Persons regarding any claims or counterclaims to the extent that any claims or counterclaims are ultimately found to relate to the gross negligence, bad faith, or willful misconduct of such Persons; provided that the proceeds of the sale or other disposition of any such assets, by the applicable Post-Emergence Entity, until such time they are transferred to the GUC Trust, shall nevertheless be deemed to constitute Trust Transferred Assets, and to likewise be held by such Post-Emergence Entity, or any successor thereto as bailee for the GUC Trust; provided further that nothing in this Section 2.4.2 or in any other GUC Trust Document shall prevent any Remaining Debtor (as defined in the Plan) or Transferred Debtor (as defined in the Plan) from winding down its operations, in each case, following the Effective Date. All recoveries made by the Post-Emergence Entities on behalf of the GUC Trust in accordance with this Section 2.4.2 shall, subject to a right of setoff in favor of

the Post-Emergence Entities with respect to the foregoing indemnity rights, be promptly and permanently transferred to the GUC Trust. The GUC Trust may seek relief from the Bankruptcy Court, including commencing an action in the Bankruptcy Court or other court of competent jurisdiction, to resolve any dispute regarding the release or allocation of the proceeds of any Trust Transferred Assets retained by the applicable Post-Emergence Entities, or any successor thereto.

2.4.3 In accordance with, and subject to the terms and conditions set forth in the GUC Trust Documents, the Plan and the Confirmation Order, on and after the Effective Date, Purchaser Parent, and any party under its control, shall (i) at the reasonable request of the GUC Trust, execute and/or deliver any instruments, documents, books, and records (including those maintained in electronic format and original documents as may be needed), and (ii) take, or cause to be taken, all such further actions as the GUC Trust may reasonably request, in each case solely to the extent necessary in order to evidence or effectuate the Assignment of all right and title to, interest in, and possession of the Trust Transferred Assets to the GUC Trust. For the avoidance of doubt, nothing herein shall (i) excuse or release Purchaser Parent, as applicable from its express obligations under any of the GUC Trust Documents, the Plan or the Confirmation Order, or the Debtors or Remaining Debtors, as applicable, from their express obligations (if any, and to the extent applicable) under Section 2.4 of this Agreement, or (ii) expand the obligations of the Purchaser Entities beyond what has been agreed to in the Cooperation Agreement.

2.4.4 In accordance with, and subject to, the terms and conditions set forth in the GUC Trust Documents, the Plan and the Confirmation Order, the Purchaser Parent, and any party under its control, shall take, or cause to be taken, all such further actions as the GUC Trust may reasonably request, in each case to the extent necessary, to permit the GUC Trust to investigate, prosecute, settle, protect, and conserve all Causes of Action constituting Trust Transferred Assets, including the Transferred Litigations. In accordance with, and subject to, terms and conditions set forth in the Plan, the Confirmation Order, and the GUC Trust Documents, Purchaser Parent, and any party under its control, shall take, or cause to be taken, all such further actions as the GUC Trust may reasonably request, in each case to the extent necessary, to permit the GUC Trust to preserve, secure, and obtain the benefit of the Transferred Insurance Rights and the other Trust Transferred Assets. The GUC Trust shall be the successor-in-interest to the Debtors and/or the applicable Post-Emergence Entities with respect to any Transferred Litigation and any Transferred Insurance Rights. Nothing in this Trust Agreement shall preclude the GUC Trust from disclosing information, documents, or other materials reasonably necessary to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement, subject to appropriate confidentiality protections and any other restrictions or limitations set forth in the Cooperation Agreement. For the avoidance of doubt, nothing herein shall expand the obligations of the Purchaser Entities beyond what has been agreed to in the Cooperation Agreement.

2.4.5 All of the proceeds received by the GUC Trust from the pursuit of any Transferred Litigations or the monetization of the Transferred Insurance Rights shall be added to the Trust Assets and held as a part thereof (and title thereto shall be vested in the GUC Trust). Pursuant to the Plan, the GUC Trust covenants not to collect, directly or indirectly, against the personal assets of any Excluded D&O Party (as that term is defined in the Plan) in connection with its pursuit of any Transferred Litigations or the monetization of any Transferred Insurance Rights or otherwise.

2.4.6 For all federal, state, and local income tax purposes, all Parties (including, without limitation, the Post-Emergence Entities and the GUC Trust Beneficiaries) shall treat the transfer of the Trust Transferred Assets to the GUC Trust in accordance with Section 13.1 hereof.

2.4.7 Notwithstanding anything in the GUC Trust Documents, the Plan or the Confirmation Order to the contrary, for purposes of section 553 of the Bankruptcy Code, the transfer of the Transferred Litigations to the GUC Trust shall not affect the mutuality of obligations that otherwise may have existed prior to the effectuation of such transfer. Notwithstanding anything in the GUC Trust Documents, the Plan or the Confirmation Order to the contrary, the Assignment of the Trust Transferred Assets to the GUC Trust does not diminish, and fully preserves, any defenses the Debtors and/or the Post-Emergence Entities would have if such Transferred Litigation had been retained by the Debtors and/or the Post-Emergence Entities, and the GUC Trust shall have the authority to assert any such defenses.

2.4.8 Notwithstanding anything to the contrary, to the extent the Distribution Sub-Trusts have not been established as of the Effective Date, all Trust Assets that constitute Distribution Sub-Trusts Assets shall be held by the GUC Trust as bare nominee on trust for the Distribution Sub-Trusts; provided, however, nothing herein shall require the GUC Trust to make any distributions of Trust Assets in any manner other than as provided for in this Trust Agreement. To the extent practicable, the GUC Trustee may determine to hold the Distribution Sub-Trusts Assets in a segregated account.

2.4.9 For the avoidance of doubt, except as set forth in this Section 2.4, as of and following the Effective Date, none of the Debtors or Remaining Debtors shall have any obligations with respect to the transfer of the Trust Transferred Assets.

2.5 Fiscal Year. Except for the first and last years of the GUC Trust, the Fiscal Year of the GUC Trust shall be the calendar year. For the first and last years of the GUC Trust, the Fiscal Year of the GUC Trust shall be such portion of the calendar year that the GUC Trust is in existence. The terms fiscal quarter, or similar references, as used in this Trust Agreement, shall have a correlative meaning.

2.6 Budget. There shall be prepared a reasonably detailed annual plan and budget for the GUC Trust (the "**Trust Budget**") including (i) assumptions underlying the projected recoveries and expenses associated with the administration of the GUC Trust for the annual budget and the funding of the Trust Expenses Reserve, and (ii) anticipated distributions to the Unitholders and the Distribution Sub-Trusts, as applicable, as estimated by the GUC Trustee in its reasonable judgment. The GUC Trustee shall prepare the Trust Budget and reasonable policies and procedures for updating the Trust Budget for the duration of the GUC Trust, in consultation with the GUC Trust Oversight Board and shall not be subject to approval by any other party. The GUC Trustee may modify the Trust Budget, in consultation with the GUC Trust Oversight Board, as it determines in its reasonable judgment to address any exigencies with respect to the Trust Assets, provided, however, that modifications which would result in deviations from a previously-approved Trust Budget in excess of \$250,000 shall require the consent of the Oversight Board as set forth in Section 8.4.2(m). The GUC Trust shall not be obligated to publish or otherwise make available the Trust Budget to any Person.

2.7 Insurance. The GUC Trust shall maintain customary insurance coverage, including any appropriate tail coverage, for the protection of the GUC Trustee, the Oversight Board Members, and Trust Management (which coverage shall be primary to any other coverage potentially available to such persons) and may procure insurance coverage for such Trust Agents and employees as the GUC Trustee may determine in its discretion, and the cost thereof shall be reflected in the Trust Budget and included in the Trust Expenses Reserve.

2.8 Books and Records.

2.8.1 Subject to Section 12.3, the GUC Trustee shall cause to be stored and maintained books and records for the period commencing on the Effective Date through the termination of the GUC Trust, containing such information concerning the Trust Assets, the conduct of the affairs of the GUC Trust and rights and treatment of the Unitholders, in such detail and for such periods of time as may be necessary to enable the GUC Trust to make full and proper accounting in respect thereof and to comply with applicable provisions of law. Such books and records shall be (x) maintained on a modified cash or other comprehensive basis of accounting necessary to facilitate compliance with the tax reporting requirements of the GUC Trust, and (y) made available to the GUC Trust Oversight Board at their request.

2.8.2 Anything in the Trust Act to the contrary notwithstanding, no Unitholder or representative of the Distribution Sub-Trusts shall have the right to obtain from the GUC Trust any of its books or records, except as expressly provided in this Trust Agreement or as may otherwise be expressly permitted by the GUC Trustee.

2.9 No Interest or Accruals. Holders of Eligible General Unsecured Claims shall not be entitled to interest on the distributions provided for in this Trust Agreement, regardless of whether such distributions are deliverable on or at any specified time after the Effective Date. To the extent interest accrues with respect to the Cash held by the GUC Trust as a Trust Asset, such interest shall be distributed to Unitholders pursuant to this Trust Agreement to the extent such interest constitutes Distributable Cash.

2.10 Distribution of Remaining Assets. To the extent that after (i) satisfaction in full of all of the costs and expenses of the administration of the GUC Trust, (ii) all Disputed Class B Claims have been either Allowed or Disallowed, (iii) the GUC Trust has made the maximum distribution of Distributable Cash to the holders of the Units and to the Distribution Sub-Trusts to the extent reasonably practicable, (iv) satisfaction of all other obligations or liabilities of the GUC Trust incurred or assumed in accordance with the Plan, the Confirmation Order, and the GUC Trust Documents, and (v) the affairs of the GUC Trust have been finally wound up and concluded in accordance with the provisions of Section 12.1 hereof and section 3808 of the Trust Act, there shall remain any Trust Assets, the GUC Trust shall distribute such remaining Trust Assets to an organization, selected by the GUC Trustee in consultation with the GUC Trust Oversight Board, described in section 501(c)(3) of the Tax Code and exempt from U.S. federal income tax under section 501(a) of the Tax Code that is unrelated to the Debtors, the Post-Emergence Entities, the GUC Trust, the GUC Trustee, or any Oversight Board Members.

2.11 Effectiveness. The effectiveness of this Trust Agreement shall occur upon the Effective Date.

ARTICLE III TRUST SUBMISSION FORMS

3.1 Trust Submission Forms Generally. Other than with respect to holders of Transferable Class A Unit Claims, in order to be eligible to receive distributions from the Trust Assets, either directly from the GUC Trust, or indirectly through the Distribution Sub-Trusts, a holder of a GUC Trust Eligible Claim or Sub-Trust General Unsecured Claim must timely execute and deliver a Trust Submission Form, which may be done electronically as described in the Trust Submission Form Notice. Subject to a mutually acceptable confidentiality agreement, copies of the Trust Submission Forms received from the GUC Trust Eligible Claimants or Sub-Trust General Unsecured Claimants shall be provided to the Post-Emergence Entities at their request.

3.2 Distribution of Trust Submission Forms Generally. The Trust Submission Form Notice and the Class A Notice and Trust Submission Form shall be distributed as soon as practicable following the Effective Date (which distribution shall be, with respect to Class A3 Claims, in consultation with the Indenture Trustees). Such distribution shall be made to holders of all Pending Eligible General Unsecured Claims (other than to holders of Class A Claims, the distribution of the Class A Notice and Trust Submission Form to whom will be effected pursuant to Section 3.3 hereof), to the address provided by such holders on their proof of claim forms submitted in the Chapter 11 Cases (or, if such Claim was listed on the Debtors' schedules of claims filed with the Bankruptcy Court as neither contingent, disputed, or unliquidated and the holder of such Claim did not file a proof of claim, the address indicated on such schedules), or, in the case of Pending Eligible General Unsecured Claims that have been transferred to holders that have provided the Debtors or their claims agent a notice of a change to address, the address so noticed, and as otherwise maintained by the Debtors' claims agent in connection with maintaining a claims registry in connection with the Chapter 11 Cases under the Bankruptcy Code.

3.3 Tender of Notes and Distribution of Class A Notice and Trust Submission Forms to Holders of Class A Unit Claims. All holders of Notes shall be required to tender their Notes via ATOP by the Trust Submission Form Deadline into an account caused to be established by the Debtor, the Creditors' Committee, or the GUC Trust. The Class A Notice and Trust Submission Form shall be distributed in accordance with customary procedures for documentary distributions to holders of securities held in DTC to all holders of Class A Unit Claims (which distribution shall be in consultation with the Indenture Trustees, subject to Section 3.4 hereof). Holders of Transferable Class A Unit Claims shall not be required to return the Class A Notice and Trust Submission Form provided that they certify, through their tender, that they are either a Class A1 Qualified Holder or a Class A2 Qualified Holder, as applicable. Holders of Class A3 Unit Claims will be required to return a Class A Notice and Trust Submission Form by the Trust Submission Form Deadline in order to receive their Class A3 Units. In all cases, the Class A Unit Claimholders must tender their Notes via ATOP by the Trust Submission Form Deadline in order to receive their Class A Units.

3.4 Indenture Trustees. Notwithstanding anything to the contrary in this GUC Trust Agreement, absent its express consent, no Indenture Trustee shall have any obligation regarding, bear any responsibility for, or incur any liability in connection with the Class A Units, including without limitation, the form of Class A Notice and Trust Submission Form, the distribution, solicitation or administration of Class A Notice and Trust Submission Forms, the distribution,

administration, transfer or maintenance of any Class A Units, or the making of any distributions to the holders of Class A Units.

3.5 Timeliness of Trust Submission Forms or Certifications of Holders of GUC Trust Eligible Claims.

3.5.1 No Units, Cash, or other consideration will be distributed to a holder of an Allowed GUC Trust Eligible Claim, and no Units, Cash, or other consideration will be deposited to the Class B Disputed Claims Reserve in respect of a Disputed GUC Trust Eligible Claim, unless a properly completed and duly executed Trust Submission Form (or, if applicable, a certification as to status as a Class A1 Qualified Holder or Class A2 Qualified Holder as provided in Section 3.3) has been received by the GUC Trust by the Trust Submission Form Deadline; provided, however, that the GUC Trustee may determine in its sole and absolute discretion to recognize as being timely submitted a Trust Submission Form in respect of a GUC Trust Eligible Claim that has been returned after the Trust Submission Form Deadline; provided further, that the consent of the GUC Trust Oversight Board shall be required to recognize as timely a Trust Submission Form relating to a GUC Trust Eligible Claim in excess of \$3.5 million by asserted amount.

3.5.2 Subject to the preceding Section, no holder of a Pending Eligible General Unsecured Claim shall be deemed the holder of a GUC Trust Eligible Claim unless a properly executed Trust Submission Form with respect to such Claim has been delivered to the GUC Trust on or before the Trust Submission Form Deadline. Except as otherwise determined by the GUC Trustee in accordance with the preceding Section, to the extent such Trust Submission Form has not been timely delivered to the GUC Trust in respect of a Pending GUC Trust Eligible Claim, (w) no distributions from the GUC Trust shall be made in respect of such Pending GUC Trust Eligible Claim, (x) if such Claim has been Allowed, no Units shall be issued to the holder of such GUC Trust Eligible Claim, (y) if such Claim is a Class B Unit Claim, no Class B Units shall be issued and delivered to the Class B Disputed Claims Reserve in respect of such Claim, and (z) such Claim shall be deemed to be Disallowed for all purposes of the GUC Trust. In the event that the GUC Trust receives a deficient Trust Submission Form from a holder of a Pending Class A3 Claim or Class B Claim, the GUC Trust shall provide notice of such deficiencies to such holder. Unless such deficiencies are corrected within thirty (30) days of the GUC Trust providing notice, (x) no distributions from the GUC Trust shall be made in respect of such Pending Class A3 Claim or Class B Claim, (y) if such Claim has been Allowed, no Class B Units shall be issued to the holder of such GUC Trust Eligible Claim and (z) no Class B Units shall be issued and delivered to the Class B Disputed Claims Reserve in respect of such Claim and such Claim shall be deemed to be Disallowed for all purposes of the GUC Trust. For the avoidance of doubt, in the event a holder of a Class A Unit Claim fails to (i) tender its Notes, (ii) if it is a holder of a Class A1 Claim or a Class A2 Claim, certify via DTC that it is a Class A1 Qualified Holder or Class A2 Qualified Holder, or (iii) if it is a holder of a Class A3 Claim, return a Trust Submission Form by the Trust Submission Form Deadline (other than as otherwise determined by the GUC Trustee pursuant to the Section 3.5.1 hereof), such holder shall have its Class A Unit Claims Disallowed and shall forfeit any rights to any distributions from the GUC Trust, and any Class A Units issued on account of such Class A Unit Claims shall be canceled. The GUC Releases granted by any holder of such a Disallowed Claim shall not be impacted by the Disallowance of such a Claim, and such GUC Releases shall remain in full force and effect.

3.5.3 In the event that a distribution of Units, and/or a distribution of Cash in respect of Units, is made prior to the time that the holder of a GUC Trust Eligible Claim that would otherwise be eligible to receive such distributions has complied with the procedures set forth in this Section 3.5, and such holder subsequently complies with such procedures on a timely basis, such distributions will be made to the holder as soon as practicable following its compliance with the procedures, which may be on the next date scheduled by the GUC Trust for making similar distributions.

3.6 Timeliness of Trust Submission Forms of Holders of Sub-Trust Eligible Claims. The consequences of the failure to deliver a Trust Submission Form by the Trust Submission Form Deadline by a holder of a Sub-Trust Eligible Claim shall be as determined by the governing body of the applicable Distribution Sub-Trust; provided that in no event may a distribution by a Distribution Sub-Trust of the proceeds of Trust Assets be made to a holder that has not returned a properly completed and duly executed Trust Submission Form prior to such distribution. The failure of any such holder to deliver a Trust Submission Form by the applicable Trust Submission Form Deadline shall not impact the GUC Releases granted, or the Covenant Not To Collect agreed to, by such holder, to the extent applicable, and such GUC Releases and the Covenant Not To Collect shall remain in full force and effect.

3.7 Additional Procedures. The GUC Trustee may adopt such additional procedures as may be required to effectuate the purpose of this Trust Agreement with respect to the distribution of the Trust Submission Form Notice, the Trust Submission Form, and the Class A Notice and Trust Submission Form.

3.7.1 Notwithstanding anything to the contrary herein, the GUC Trust shall not be required to distribute Trust Submission Forms to the individual holders of the TPP Claims and failure by the individual holders of the TPP Claims to return the Trust Submission Form as otherwise required herein shall not affect the status of the TPP Claims as Eligible General Unsecured Claims. As soon as practicable following the Effective Date, the GUC Trustee and TPP Counsel shall agree on procedures for collecting the information required by the Trust Submission Form with respect to the TPP Claims and the holder thereof on a consolidated basis with respect to the TPP Claims filed by each respective TPP Counsel, which information shall be transmitted electronically in a mutually agreed-to format by TPP Counsel.

ARTICLE IV INITIAL DISTRIBUTIONS

4.1 The GPF Distribution.

4.1.1 On the Effective Date, or as soon thereafter as practicable, the GUC Trust shall transfer from the GUC Trust Cash Consideration, the amount of \$16,000,000 to the Generics Price Fixing Claims Trust (the “**GPF Cash Distribution**”). Such transfer will be irrevocable and not subject to avoidance.

4.1.2 Following the GPF Distribution, (i) the GUC Trust shall have no other obligations to the Generics Price Fixing Claims Trust, (ii) neither the Generics Price Fixing Claims Trust nor any holder of a Generics Price Fixing Claim shall have any further claim to the Trust

Assets, and (iii) neither the Generics Price Fixing Claims Trust nor any holder of a Generics Price Fixing Claim shall be, or be deemed to be, GUC Trust Beneficiaries. Other than as provided in this Section, neither the Generics Price Fixing Claims Trust nor any holder of a Generics Price Fixing Claim shall have any claim to the Trust Assets.

4.2 The RP Cash Distribution.

4.2.1 On the Effective Date, or as soon thereafter as practicable, the GUC Trust shall transfer from the GUC Trust Cash Consideration, the amount of \$6,500,000 to the Reverse Payment Claims Trust (the “**RP Cash Distribution**”). Such transfer will be irrevocable and not subject to avoidance.

4.2.2 Following the RP Cash Distribution, the only remaining obligations of the GUC Trust to the Reverse Payment Claims Trust shall be in accordance with Section 6.9 hereof, which, for the avoidance of doubt, shall entitle the Reverse Payment Claims Trust to 3.36% of the net proceeds of the Transferred Litigations and Transferred Insurance Rights.

4.3 The Mesh Distribution.

4.3.1 On the Effective Date, or as soon thereafter as practicable, the GUC Trust shall transfer from the GUC Trust Cash Consideration, the amount of \$2,000,000 to the Mesh Claims Trust (the “**Mesh Cash Distribution**”). Such transfer will be irrevocable and not subject to avoidance.

4.3.2 Following the Mesh Cash Distribution, the only remaining obligations of the GUC Trust to the Mesh Claims Trust shall be in accordance with Section 6.1 hereof, which, for the avoidance of doubt, shall only entitle the Mesh Claims Trust to (a) 1.75% of the net proceeds of the Transferred Litigations and Transferred Insurance Rights, and (b) 50% of the proceeds of the Mesh Products Liability Tower.

4.4 The Ranitidine Distribution.

4.4.1 On the Effective Date, or as soon thereafter as practicable, the GUC Trust shall transfer from the GUC Trust Cash Consideration, the amount of \$200,000 to the Ranitidine Claims Trust (the “**Ranitidine Cash Distribution**”). Such transfer will be irrevocable and not subject to avoidance.

4.4.2 Following the Ranitidine Cash Distribution, the only remaining obligations of the GUC Trust to the Ranitidine Claims Trust shall be in accordance with Section 6.1 hereof, which, for the avoidance of doubt, shall entitle the Ranitidine Claims Trust to 20% of the proceeds of the Ranitidine Products Liability Tower.

ARTICLE V ISSUANCE OF UNITS

5.1 Number of Units. The aggregate number of Units that the GUC Trust shall be authorized to issue consists of 170,000,000 Class A Units and 7,500,000 Class B Units, which

amount shall be subject to increase in order to satisfy any applicable legal or regulatory requirement.

5.2 Issuance and Distribution of Units.

5.2.1 All Units issued or distributed to holders of Allowed GUC Trust Eligible Claims entitled to receive Units pursuant to this Trust Agreement, including Class B Units issued but held in accordance with Section 6.6 hereof pending resolution of Disputed Class B Claims, shall be in full and final satisfaction of such Allowed GUC Trust Eligible Claims with respect to the entitlement of such Claims to a distribution from the GUC Trust.

5.2.2 The GUC Trustee, in consultation with the GUC Trust Oversight Board, shall establish an initial Unit Distribution Date for GUC Trust Eligible Claims that were allowed as of the Effective Date and whose holders complied with the procedures set forth in Article III as of such time. On the initial Unit Distribution Date, the GUC Trust shall issue (i) to each holder of a Class A Unit Claim, a number of Class A Units equal to (x) the Allowed amount of such Class A Unit Claim, multiplied by (y) the Class A Unit Issuance Ratio; and (ii) (a) to each holder of an Allowed Class B Unit Claim, a number of Class B Units equal to (x) the Allowed amount of such Class B Unit Claim, multiplied by (y) the Class B Unit Issuance Ratio; and (b) to the Class B Disputed Claims Reserve, a number of Class B Units determined in accordance with Section 6.6 hereof. The GUC Trustee, in consultation with the GUC Trust Oversight Board, shall establish, if and to the extent necessary, additional Unit Distribution Dates for GUC Trust Eligible Claims that were allowed as of the Effective Time and whose holders timely complied with the procedures set forth in Section 3.5 subsequent to the Effective Date. At each such subsequent Unit Distribution Date, the GUC Trust will distribute Units, and any Cash therefore distributable thereon, in the manner provided in the first sentence of this Section 5.2.2 hereof. Each holder of one or more Disputed Class B Unit Claims that is not Allowed, in whole or in part, as of the initial Unit Distribution Record Date and that are subsequently Allowed, in whole or in part, shall be issued from the Class B Disputed Claims Reserve on the Unit Distribution Date next following the date that such Disputed Class B Claim becomes Allowed, or if such date occurred in the period between a Unit Distribution Record Date and the corresponding Unit Distribution Date, on the next following Unit Distribution Date, a number of Class B Units equal to the Allowed amount of such Claims, multiplied by the Class B Unit Issuance Ratio, together with Cash as provided in Section 6.6.2 hereof.

5.2.3 No fractional Class A Units will be issued or distributed by the GUC Trust. Instead, the number of Class A Units shall be rounded up or down as follows: (i) fractions less than one-half ($1/2$) shall be rounded to the next lower whole number and (ii) fractions equal to or greater than one-half ($1/2$) shall be rounded to the next higher whole number. The total number of Class A Units to be distributed pursuant to this Trust Agreement shall be adjusted as necessary to account for such rounding. No consideration shall be provided in lieu of fractional Units that are rounded down.

5.2.4 Each certificate representing a Class A1 Unit or Class A2 Unit, if any, and any book-entry position in such Units shall include the restrictive legend in substantially the following form:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.”

5.3 Evidence of Units.

5.3.1 Units shall be transferable solely to the extent provided herein and the provisions of applicable securities laws.

Class A1 Units and Class A2 Units

5.3.2 The GUC Trust will arrange for a CUSIP number to be issued for the Class A1 Units signifying that the Class A1 Units may only be held by Persons that are Qualified Institutional Buyers and that are eligible for the exemption from registration pursuant to Rule 144A under the Securities Act. The GUC Trust will arrange for a CUSIP number to be issued for the Class A2 Units signifying that the Class A2 Units may only be held by Institutional Accredited Investors, including Qualified Institutional Buyers.

5.3.3 Class A1 Units and Class A2 Units will be issued in the form of a global unit certificate (the “**Global Unit Certificate**”) only, registered in the name of DTC or its nominee (or the successor of either of them), and interests in the Global Unit Certificates will be held only through participants (including securities brokers and dealers, banks, trust companies, clearing corporations, and other financial organizations) of DTC, as depositary. The aggregate number of Class A1 Units or Class A2 Units issued may from time to time be increased, if required by any legal or regulatory requirements, by adjustments made on the records of the GUC Trust and a corresponding increase in the number of Units evidenced by such Global Unit Certificate (as shall be specified in the schedule included as part of the Global Unit Certificate or the issuance of further Global Unit Certificates in respect of such additional Class A1 Units or Class A2 Units). Class A1 Units and Class A2 Units will not be issued in definitive form, except in the limited circumstances described in Section 5.3.4 hereof. For so long as DTC serves as depositary for the Class A1 Units and Class A2 Units, the GUC Trust may rely on the information and records of DTC to make distributions and send communications to the holders of Class A1 Units and Class A2 Units, and, in so doing, any persons participating in the management of the GUC Trust, including the GUC Trustee, the Oversight Board Members, all Trust Agents, and the Trust Management, shall be fully protected and incur no liability to any holder of Class A1 Units or Class A2 Units, any Transferee (or purported Transferee) of such Units, or any other Person or Entity.

5.3.4 If DTC is unwilling or unable to act, or to continue to act, as a depositary for the Class A1 Units and/or the Class A2 Units, the GUC Trust shall either (i) issue Class A1 Units and/or the Class A2 Units in the form of certificates (“**Certificated Class A Units**”); or (ii) issue Class A1 Units and/or the Class A2 Units in uncertificated direct registration (“**Direct Registration Class A Units**”); provided that if one or more Global Unit Certificates representing

the Class A1 Units and/or the Class A2 Units have previously been issued, the GUC Trust shall exchange the Class A1 Units and/or the Class A2 Units represented by Global Unit Certificate(s) for Certificated Class A Units or Direct Registration Class A Units. In such event, the GUC Trust shall maintain, or cause to be maintained by a registrar and transfer agent engaged by the GUC Trust for that purpose, a register (the “**Transferable Class A Unit Register**”) on which the ownership of each Class A1 Unit and/or the Class A2 Unit shall be recorded, and on which the transfer of Certificated Class A Units or Direct Registration Class A Units shall be reflected. The GUC Trust shall be entitled to treat the Person in whose name a Certificated Class A Unit or a Direct Registration Class A Unit is registered on the Transferable Class A Unit Register as the owner of such Certificated Class A Units or Direct Registration Class A Units for all purposes, including the right to receive distributions of Distributable Cash in respect thereof. The GUC Trust shall also in such event establish or cause to be established customary procedures for the transfer and exchange of Certificated Class A Units and Direct Registration Class A Units, and the replacement of lost, stolen, or mutilated certificates representing Certificated Class A Units.

Class A3 Units

5.3.5 Class A3 Units shall be represented by an entry on a register (the “**Class A3 Unit Register**”) maintained, or caused by the GUC Trust to be maintained, by a registrar engaged by the GUC Trust for that purpose, on which the ownership of each Class A3 Unit shall be recorded. Under no circumstances will the Class A3 Units be represented by certificates or any similar instrument. The GUC Trust shall make distributions of Distributable Cash in respect of Class A3 Units solely to the Persons in whose name the Class A3 Units are recorded on the Class A3 Unit Register, and shall otherwise communicate exclusively with such Persons or their duly authorized representatives on any matter pertaining to the Class A3 Units.

Class B Units

5.3.6 Class B Units shall be represented by an entry on a register (the “**Class B Unit Register**”) maintained, or caused by the GUC Trust to be maintained, by a registrar engaged by the GUC Trust for that purpose, on which the ownership of each Class B Unit shall be recorded. Under no circumstances will the Class B Units be represented by certificates or any similar instrument. The GUC Trust shall make distributions of Distributable Cash in respect of Class B Units solely to the Persons in whose name the Class B Units are recorded on the Class B Unit Register, and shall otherwise communicate exclusively with such Persons or their duly authorized representatives on any matter pertaining to the Class B Units.

5.4 Manner of Distribution of Units.

Transferable Class A Units

5.4.1 If DTC is willing and able to act as depositary for the Class A1 Units and/or the Class A2 Units (the “**Transferable Class A Units**”), the GUC Trust shall issue such Transferable Class A Units in accordance with the practices and procedures of DTC and its direct and indirect participants in exchange for the respective Notes tendered and cancelled pursuant to the Plan.

5.4.2 If DTC is unwilling or unable to act as a depository for the Transferable Class A Units, the GUC Trust, in consultation with the Indenture Trustees (subject to Section 3.4 hereof), will institute appropriate procedures to obtain from the holders of the Notes information required to issue the Class A1 Units and/or the Class A2 Units of record in their names. The GUC Trust shall distribute Transferable Class A Units to such holders by recording Certificated Class A Units or Direct Registration Class A Units in the names of the persons entitled thereto as recorded on the Transferable Class A Unit Register and, in the case of Certificated Class A Units, by issuing certificates representing such Class A Units to such persons.

5.4.3 Anything to the contrary in this Trust Agreement notwithstanding, in no event will the GUC Trust (i) issue a number of Class A1 Units to holders of Class A1 Unit Claims or issue a number of Class A2 Units to holders of Class A2 Unit Claims if the total number of holders of record of the Class A1 Units and the Class A2 Units would exceed one thousand nine hundred (1,900) in the aggregate. For purposes of this Section, the determination of the number of holders of record of the Transferable Class A Units shall be determined in accordance with Rule 12g5-1 under the Securities Exchange Act of 1934, as amended, and any successor rule.

Class A3 Units

5.4.4 The GUC Trust shall distribute Class A3 Units by recording such Class A3 Units in the names of the persons entitled thereto as reflected in the Trust Submission Forms and recorded on the Class A3 Unit Register. The GUC Trust or its registrar and transfer agent shall record the transfer of Class A3 Unit Claims.

Class B Units

5.4.5 The GUC Trust shall distribute Class B Units by recording such Class B Units in the names of the persons entitled thereto as reflected in the Trust Submission Forms and recorded on the Class B Unit Register. The GUC Trust or its registrar and transfer agent shall record the transfer of Class B Unit Claims.

5.5 Transfers of Units; Absence of Market for Units.

Transferable Class A Units

5.5.1 If and to the extent DTC continues to serve as depository for the Transferable Class A Units, the transferability of such Units shall also be subject to the requirements of DTC's electronic book-entry system.

5.5.2 If DTC is unwilling or unable to act, or to continue to act, as a depository for the Transferable Class A Units, then in the event that any Certificated Class A Units or Direct Registration Class A Units are presented for Transfer, the GUC Trust or its registrar and transfer agent may require evidence satisfactory to it in its discretion that the requested Transfer complies with applicable securities law, including in appropriate cases an opinion of competent securities law counsel.

5.5.3 The Transferable Class A Units shall not be listed by the GUC Trust on a national securities exchange or interdealer quotation system.

5.5.4 Neither the GUC Trust nor anyone acting on its behalf shall, directly or indirectly, engage in (i) any activity designed to facilitate or promote trading in the Transferable Class A Units, including by placing advertisements, distributing marketing materials, or collecting or publishing information regarding prices at which the interests may be transferred or otherwise engage in any related market-making activities or (ii) any general solicitation or any other activities that would require any Transferable Class A Units to be registered under the Securities Act or any other applicable securities laws; provided that, for the avoidance of doubt, nothing shall prevent any securities professionals or other Persons from causing prices or trading activity of the Transferable Class A Units to be quoted or otherwise reported so long as they are not acting in concert with the GUC Trust or any Trust Agents.

Non-Transferable Units

5.5.5 Notwithstanding anything to the contrary, Class A3 Units and Class B Units (collectively, the “**Non-Transferable Units**”) shall be non-transferable and non-negotiable, directly, or indirectly, except pursuant to the laws of descent or otherwise by operation of law. Any attempt to Transfer the Non-Transferable Units in violation of this Section shall be void *ab initio* and will not be recognized by the GUC Trust for any purposes. A Transfer of Non-Transferable Units is indirect if a Transfer of such Non-Transferable Units is accomplished by the transfer, however accomplished, including by means of a merger or other business combination, of equity interests in a Person that directly or indirectly owns the Non-Transferable Units; provided, however, that an indirect transfer, assignment, or other disposition of Non-Transferable Units by means of a transfer (including by means of a merger or other business combination) of equity interests in a Person that directly or indirectly owns such Non-Transferable Units shall not be deemed in violation of this Section if the Person whose equity interests are Transferred was not formed for the sole purpose of holding the Non-Transferable Units and owns, directly or indirectly, material assets other than the Non-Transferable Units and the purpose of such transfer is not to acquire the Non-Transferable Units.

5.6 Withholding. The GUC Trust shall also be authorized to withhold and retain Units otherwise issuable to holders of Allowed GUC Trust Eligible Claims entitled to receive Transferable Class A Units, that are subject to Tax withholding to the extent required by applicable Tax laws, and any Units so withheld shall be deemed issued in satisfaction of such Claims for all purposes. The GUC Trust shall also be authorized to apply Cash and other Trust Assets allocable to amounts distributed in respect of any such retained Units to satisfy such Tax withholding obligations in accordance with Section 6.8 hereof.

5.7 Rights of Unitholders. Each Unitholder shall be entitled to participate in the rights and benefits due to it hereunder on account of its Units. Each Unitholder shall take and hold the same, subject to all the terms and conditions of the GUC Trust Documents, the Plan and the Confirmation Order. The interest of a Unitholder in the applicable Units is hereby declared and shall be, in all respects, personal property.

5.8 Interest Beneficial Only. Notwithstanding anything to the contrary, a Unitholder or GUC Trust Beneficiary shall have no title to, right to, possession of, management of, or control of the GUC Trust or the Trust Assets. The ownership of Units shall not entitle any Unitholder to any title in or to the Trust Assets or to any right to call for a partition or division of such assets or

to require an accounting, and no GUC Trust Beneficiary shall have any title in or to the Trust Assets or to any right to call for a partition or division of such assets or to require an accounting. A GUC Trust Beneficiary, whether or not a Unitholder, shall not have standing to direct or to seek to direct the GUC Trust, the GUC Trustee, the Oversight Board Members, any Trust Agent, or the Trust Management to do or not to do any act or to institute any action or proceeding at law or in equity against any Person upon or with respect to the Trust Assets.

5.9 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to one or more Units, or a beneficial interest therein, the GUC Trust (as determined by the GUC Trustee at its sole election) shall be entitled to refuse to comply with any such conflicting claims or demands. In so refusing, the GUC Trust may elect to make no payment or distribution with respect to the Units at issue subject to the claims or demands involved, or any part thereof, and such conflicting claims or demands shall be resolved pursuant to the GUC Trust Claims Resolution Procedures. Neither the GUC Trust, the GUC Trustee, the Oversight Board Members, the Trust Management, nor the Trust Agents shall be or become liable to any party for either (i) the election to continue making distributions pursuant to its books and records and/or the books and records of DTC, as applicable, without regard to the conflicting claims or demands; or (ii) the election to cease payments or distributions with respect to the subject Unit or Units. In the event that the GUC Trust elects to cease payments, it shall be entitled to refuse to act until either (x) the rights of the adverse claimants have been adjudicated pursuant to the GUC Trust Claims Resolution Procedures or (y) all such conflicting demand and claims have been resolved by a written agreement among all of such parties and the GUC Trust, which agreement shall include a complete release of the GUC Trust, the GUC Trustee, the Oversight Board Members, the Trust Management, and the Trust Agents in form and substance reasonably satisfactory to the GUC Trust.

5.10 Unitholder Liability to Third Persons. No Unitholder shall be subject to any personal liability whatsoever, in tort, contract, or otherwise, to any person in connection with the Trust Assets or the affairs of the GUC Trust, to the fullest extent provided by section 3803(a) of the Trust Act.

5.11 Actions in the Right of the GUC Trust. No Unitholder or Unitholders shall have the right to bring an action in the right of the GUC Trust to recover a judgment pursuant to section 3816 of the Trust Act unless (i) such Unitholder or Unitholders individually or collectively own more than fifty percent (50%) of the outstanding Units, and (ii) must otherwise comply with the requirements set forth in section 3816 of the Trust Act.

ARTICLE VI CASH DISTRIBUTIONS

6.1 Distributions Generally.

6.1.1 The GUC Trust shall make Cash Distributions to Unitholders and the Distribution Sub-Trusts, if applicable, from the Trust Assets and/or proceeds of the Trust Assets, as applicable, as such proceeds become available to the GUC Trust, as determined by the GUC Trustee in consultation with the GUC Trust Oversight Board, in accordance with the provisions of this Trust Agreement and in accordance with the Trust Assets Allocation Schedule.

Notwithstanding anything in the GUC Trust Documents, the Plan or the Confirmation Order to the contrary, distributions to holders of Class A Unit Claims shall be subject to the applicable Indenture Trustee Charging Lien. Within thirty (30) days following the Effective Date, the Indenture Trustees shall submit to the GUC Trust customary invoices for any Indenture Trustee Expenses incurred as of the Effective Date that have not been paid, and the GUC Trust shall pay such Indenture Trustee Expenses in Cash, within ten (10) days of receipt of invoices, in full satisfaction of the Indenture Trustee Expenses incurred as of the Effective Date, which payments shall be included in reports issued by the GUC Trust in accordance with Section 9.5, *provided*, that in the event that the Indenture Trustee Expenses incurred through the Effective Date by each Indenture Trustee and payable by the GUC Trust exceed \$990,000 each, the report issued by the GUC Trust that includes the payment of such fees will be filed on the Bankruptcy Court docket. The GUC Trust shall pay the Indenture Trustee Expenses incurred after the Effective Date, if any, upon presentment of an invoice in customary form.

6.1.2 As among the Unitholders in each of the Unit Classes and the Distribution Sub-Trusts, the Cash proceeds of the various types of Trust Assets shall be allocated as set forth on the Trust Assets Allocation Schedule.¹

6.1.3 For all purposes of this Article, all determinations and other actions made or taken by the GUC Trust with respect to the distributions of Distributable Cash to Unitholders shall be done on a Unit Class by Unit Class basis.

6.1.4 A Unit shall entitle the holder thereof to receive a Pro Rata share of the Distributable Cash distributed by the GUC Trust, when and as such distributions are made pursuant to the GUC Trust Documents.

6.1.5 On each Distribution Date for the Transferable Class A Units, the GUC Trust shall distribute to each Unitholder of record on the next preceding Distribution Record Date an amount equal to its Pro Rata share of the Distributable Cash to be distributed to the Transferable Class A Units on such Distribution Date. On each Distribution Date for the Class A3 Units, the GUC Trust shall distribute to each holder of Class A3 Units appearing of record on the Class A3 Unit Register its Pro Rata share of the Distributable Cash to be distributed to the holders of Class A Units on such date. On each Distribution Date for the Class B Units, the GUC Trust (i) shall distribute to each holder of Class B Units appearing of record on the Class B Unit Register its Pro Rata share of the Distributable Cash to be distributed to the holders of Class B Units on such date, and (ii) shall deposit into the Class B Disputed Claims Reserve the Pro Rata share of such Distributable Cash allocable to the Units held in the Class B Disputed Claims Reserve. In the event that multiple Unitholders are represented by a single attorney as reflected on the applicable Unit Register, the GUC Trust may make a single distribution to such attorney on account of the Units held by such multiple Unitholders for such attorney to remit to the Unitholders it represents.

¹ For example, if Cash in the amount of \$1,000,000, net of expenses and such amounts reserved to the Trust Expenses Reserve as determined by GUC Trustee in consultation with the GUC Trust Oversight Board, is received by the GUC Trust in respect of Transferred Litigations, such Cash shall be allocated 93.09% or \$930,900 to the holders of Class A Unit Claims; 1.80% or \$18,000 to the holders of Class B Unit Claims; 1.75% or \$17,500 to the Mesh Claims Trust; and 3.36% or \$33,600 to the Reverse Payment Claims Trust.

6.2 Insurance Proceeds. Where an Insurer issued policies in more than one of: the Mesh Products Liability Tower, the Ranitidine Products Liability Tower, and Opioid products liability towers, the GUC Trust may settle with that Insurer without an allocation of settlement amounts among the products liability towers included as a component of that settlement. To determine what portion of Insurance proceeds will be attributable to the Mesh Products Liability Tower and the Ranitidine Products Liability Tower for the purposes of Sections 4.3 and 4.4 above, the GUC Trustee will, in consultation with the Oversight Board and the Sub-Trustee for the Mesh Trust or the Ranitidine Trust (which shall include providing the detail of all inputs into the below calculation), as applicable, at such time that four settlements have been reached, at least one of which must involve insurance coverage for all three categories of liability (mesh, ranitidine, and opioid) make a mathematical determination of the average percent of limits paid pursuant to the settlement agreements for products liability limits in each category (the “Average Recoveries”). For the avoidance of doubt, the Average Recoveries shall be rounded to the nearest hundredth. The existing settlement proceeds and any additional insurance proceeds recovered by the GUC Trust will be distributed on the basis of the percentages calculated above, to the extent applicable and as adjusted to account for the liabilities at issue in a given settlement, and otherwise in accordance with this GUC Trust Agreement and the applicable Distribution Sub-Trust Agreements, and the Average Recoveries will not be recalculated. To the extent that the settlement involves insurance coverage of only two categories, their respective Average Recoveries shall be standardized to “Adjusted Average Recoveries” such that the full amount of proceeds is allocated proportionally to only the relevant liability types. For the avoidance of doubt, there shall be no allocation or percentage applied to the proceeds where only a single type of liability (mesh, ranitidine, or opioid) is at issue in a given settlement and any such single liability type settlement shall not be considered in calculating the Average Recoveries or Adjusted Average Recoveries. The calculation shall be included in the reporting to beneficiaries of the GUC Trust and the applicable Distribution Sub-Trusts. To the extent there are any disputes between the GUC Trustee and the applicable Distribution Sub-Trustee with respect to the allocation of Insurance Proceeds set forth in this section 6.2, such disputes shall be submitted to binding arbitration with a JAMS arbitrator. The GUC Trustee and the applicable Distribution Sub-Trustee shall bear their own costs for such arbitration.

6.2.1 The GUC Trustee shall use the following formulae to determine or solve for the Average Recovery for Mesh (the “ARM”), the Average Recovery for Ranitidine (the “ARR”) and the Average Recovery for Other Transferred Insurance Rights (the “ARO”), where the limits issued by the Insurer subject to the first settlement reached (“Settlement₁”) in the Mesh Products Liability Tower are designated as “Mesh₁”, the limits issued by Insurer 1 in the Ranitidine Products Liability Tower are designated as “Ranitidine₁”, and the limits issued by Insurer 1 in other towers is designated as “Other₁”, and so forth for the Insurer that is the subject of the second settlement (“Settlement₂”):

$$\begin{aligned}
 ARM &= \sum_{i=1}^4 \frac{Mesh_i \times Settlement_i}{TotalLimits_i} \div \left(\sum_{i=1}^4 Settlement_i \right) \\
 ARO &= \sum_{i=1}^4 \frac{Other_i \times Settlement_i}{TotalLimits_i} \div \left(\sum_{i=1}^4 Settlement_i \right) \\
 ARR &= \sum_{i=1}^4 \frac{Ranitidine_i \times Settlement_i}{TotalLimits_i} \div \left(\sum_{i=1}^4 Settlement_i \right)
 \end{aligned}$$

6.2.2 By way of further example when a settlement occurs with an Insurer has all three liability types the allocation is determined as follows:

$$\text{Mesh Proceeds} = \text{Settlement}_i \times \text{ARM}$$

$$\text{Opioid Proceeds} = \text{Settlement}_i \times \text{ARO}$$

$$\text{Ranitidine Proceeds} = \text{Settlement}_i \times \text{ARR}$$

6.2.3 By way of further of example when a settlement occurs with an Insurer that has only two types of liability in the below example, mesh and opioid, the allocation is determined as follows:

$$AARM = \frac{\text{ARM}}{\text{ARM} + \text{ARO}}$$

$$AARO = \frac{\text{ARO}}{\text{ARM} + \text{ARO}}$$

$$AARR = 0$$

$$\text{Mesh Proceeds} = \text{Settlement}_i \times AARM$$

$$\text{Opioid Proceeds} = \text{Settlement}_i \times AARO$$

$$\text{Ranitidine Proceeds} = \text{Settlement}_i \times 0$$

6.2.4 By way of further example when a settlement occurs with an Insurer that has only liability type (for this example, an Insurer with only mesh coverage) there is no allocation:²

$$\text{Mesh Proceeds} = \text{Settlement}_i$$

$$\text{Opioid Proceeds} = \$0$$

$$\text{Ranitidine Proceeds} = \$0$$

6.2.5 For the avoidance of doubt, notwithstanding anything herein to the contrary, Insurance proceeds attributable to the Mesh Products Liability Tower, the Ranitidine Products Liability Tower and/or the opioid products liability towers solely for purposes of this Section 6.2 shall not exceed one hundred percent of the aggregate available limits for the applicable tower(s).

² See Exhibit G for additional examples.

6.3 Purchaser Entity Proceeds. Pursuant to the Plan and the Trust Assets Allocation Schedule, the Purchaser Entities shall be entitled to receive five percent (5%) of the proceeds of the Trust Transferred Assets constituting GUC Trust Litigation Consideration (as defined in the Plan) in excess of \$100 million up to a maximum aggregate amount of \$2.2 million (the “**Purchaser Entities Proceeds**”). The GUC Trust shall distribute the Purchaser Entities Proceeds without set-off or deduction of any kind to the Purchaser Entities (in accordance with such instructions as may be provided by the Purchaser Entities to the GUC Trustee in writing) promptly upon receipt thereof by the GUC Trust. For the avoidance of doubt, the Purchaser Entities Proceeds shall be solely for distribution to the Purchaser Entities as provided in this Section 6.3 and shall not be utilized for any other purpose (including for distributions to any Unitholders or the payment of any expenses of the GUC Trust or any other Person or the establishment of any reserves therefor). Upon the request of the Purchaser Entities from time to time and subject to a mutually acceptable confidentiality agreement, the GUC Trustee shall provide to Purchaser Parent a report detailing proceeds of the Trust Transferred Assets received as of such time by the GUC Trust of the type that may give rise to Purchaser Entities Proceeds as described in the first sentence of this Section 6.3.

6.4 Timing of Distributions to Unitholders.

6.4.1 Distribution Dates shall be determined by the GUC Trustee in consultation with the GUC Trust Oversight Board from time to time, but such Distribution Dates shall occur, subject to Section 9.8 hereof, no less frequently than annually with respect to each Unit Class; provided, however, that the GUC Trust shall not be required to make such annual distribution if the aggregate Distributable Cash at the time is such as would make the distribution impracticable, as determined by the GUC Trustee in consultation with the GUC Trust Oversight Board, in which case such Cash will be included in the Distributable Cash for the Unit Class on a subsequent Distribution Date.

6.4.2 In the event that any distribution is required to be made under this Trust Agreement on a date that is not a Business Day, then the making of such distribution may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

6.5 Distribution Record Date for Distributions to Transferable Class A Units; Distributable Cash.

Transferable Class A Units

6.5.1 In advance of each Distribution to the holders of Class A Units, the GUC Trustee in consultation with the GUC Trust Oversight Board shall establish a Distribution Record Date for purposes of determining the holders of Transferable Class A Units entitled to receive a distribution of Distributable Cash to be distributed to the holders of Class A Units on such Distribution Date, which Distribution Record Date shall be no less than fifteen (15) and no more than thirty (30) days prior to the corresponding Distribution Date.

6.5.2 The GUC Trustee in consultation with the GUC Trust Oversight Board shall, in advance of each Distribution Record Date, make a determination of the Distributable Cash

to be distributed to the holders of Class A Units on the corresponding Distribution Date pursuant to the Trust Asset Allocation Schedule, giving due regard for the Cash anticipated to be held by the GUC Trust as of such Distribution Date (not including Cash held in the Class B Disputed Claims Reserve or any other reserve maintained by the GUC Trust) and the sufficiency of the Cash held in or that may be required to be added to the Trust Expenses Reserve or that may be available to be released from the Trust Expenses Reserve as no longer necessary for the purposes thereof.

6.5.3 Following its determination of the Distributable Cash to be distributed to the holders of Class A Units on any Distribution Date, but no later than five (5) Business Days in advance of the corresponding Distribution Record Date, unless otherwise determined by the GUC Trustee in consultation with the GUC Trust Oversight Board and for good reason shown, the GUC Trust shall issue a press release and post to the Trust Website and, if the Transferable Class A Units are then DTC eligible, distribute through DTC, disclosure regarding the distribution on such Distribution Date, including the Distribution Record Date, the Distribution Date, and the Distributable Cash to be distributed, in the aggregate and on a per Unit basis, as well as a per \$1,000 in principal amount of Notes Claims with respect to distributions to Class A Units.

6.5.4 For purposes of making any distribution of Distributable Cash, the term “of record” or any similar term means, with respect to Transferable Class A Units, if the Units are at the relevant time held through DTC, the determination of the beneficial holders of the Units entitled to receive such distribution in accordance with the practices and procedures of DTC and its direct and indirect participants; and if the Units at the relevant time are represented by Unit Certificates, the holders of the Units as reflected on the Transferable Class A Unit Register.

Class B Units

6.5.5 The GUC Trustee in consultation with the GUC Trust Oversight Board shall, in advance of each Distribution Date for the Class B Units, make a determination of the Distributable Cash distributable to the holders of Class B Units on such Distribution Date pursuant to the Trust Asset Allocation Schedule, giving due regard for the Cash anticipated to be held by the GUC Trust as of such Distribution Date (not including Cash held in the Class B Disputed Claims Reserve or any other reserve maintained by the GUC Trust) and the sufficiency of the Cash held in or that may be required to be added to the Trust Expenses Reserve or that may be available to be released from the Trust Expenses Reserve as no longer necessary for the purposes thereof.

6.5.6 Following its determination of the Distributable Cash to be distributed to the holders of Class B Units on any Distribution Date, but no later than five (5) Business Days in advance of the such Distribution Date, unless otherwise determined by the GUC Trustee in consultation with the GUC Trust Oversight Board and for good reason shown, the GUC Trust shall issue a press release and post to the Trust Website the Distribution Date, and the Distributable Cash to be distributed, in the aggregate and on a per Unit basis.

6.5.7 For the avoidance of doubt, all references to distributions of Distributable Cash in respect of the Class B Units include deposits to the Class B Claims Reserve in respect to the Class B Units held in Class B Disputed Claims Reserve.

6.6 Treatment of Disputed Class B Unit Claims.

6.6.1 The GUC Trust shall resolve or cause to be resolved Disputed Class B Unit Claims, as provided in and subject to Section 9.2 hereof and pursuant to the GUC Trust Claims Resolution Procedures. The GUC Releases granted by any holder of a Disallowed Class B Unit Claim shall not be voided or otherwise affected by the Disallowance of such Class B Unit Claim, and such GUC Releases shall remain in full force and effect.

6.6.2 If a Disputed Class B Unit Claim is Allowed, in whole or in part, there shall be released to the holder of such Class B Unit Claim from the Class B Disputed Claims Reserve, on the Unit Distribution Date next following the date that such Claim is Allowed, (i) a number of Class B Units corresponding to such Claim, or the Allowed portion thereof, as the case may be, as provided in Section 5.2 hereof, and (ii) Cash in the amount of all distributions made to the Class B Disputed Claims Reserve in respect of such Class B Units since the Effective Date. Subject to Section 6.7 hereof, if a Disputed Class B Unit Claim is Disallowed by final determination under the GUC Trust Claims Procedures, in whole or in part, then, on the Unit Distribution Date next following the date of such determination, there shall be cancelled from the Class B Disputed Claims Reserve (i) a number of Class B Units equal to (x) the Estimated Amount of the Claim to the extent that it has been Disallowed, multiplied by (y) the Class B Unit Issuance Ratio, and (ii) Cash or other assets in the amount of all distributions made to the Class B Disputed Claims Reserve in respect of such Class B Units since the Effective Date which Cash shall become unreserved and unrestricted, and shall be added to the Trust Expenses Reserve or made available for distribution to Unitholders as Distributable Cash, as determined by the GUC Trustee in consultation with the GUC Trust Oversight Board, and any such non-Cash assets shall become general, unrestricted assets of the GUC Trust; provided that the GUC Trustee in consultation with the GUC Trust Oversight Board may retain such number of Class B Units and such Cash or other assets in the Class B Disputed Claims Reserve that would otherwise have been cancelled, retired, or made unreserved or unrestricted, as applicable, pursuant to this Section, if it determines that such Class B Units and Cash or other assets may be necessary to satisfy Disputed Class B Unit Claims that may become Allowed in the future. If any Class B Units shall be cancelled and retired as provided in this Section, then from and after the Unit Distribution Date, all determinations of Pro Rata Unit amounts shall be made excluding such Class B Units. At such time as all Disputed Class B Unit Claims have been resolved, any remaining Class B Units in the Class B Disputed Claims Reserve shall be cancelled and any remaining Cash in the Class B Disputed Claims Reserve shall become unreserved and unrestricted, and shall be added to the Trust Expenses Reserve or shall be available for distribution to the Unitholders as Distributable Cash, as determined by the GUC Trustee in consultation with the GUC Trust Oversight Board.

6.7 Adjustments to Estimated Amounts.

6.7.1 The GUC Trustee in its good faith discretion and in consultation with the GUC Trust Oversight Board may from time to time make adjustments to the Estimated Amounts of the Disputed Class B Unit Claims.

6.7.2 If there shall be an increase in the Estimated Amounts of the Disputed Class B Unit Claims in accordance with this Section, no additional Units or Cash or other assets shall be added to the Class B Disputed Claims Reserve. In such a case, however, the GUC Trustee in consultation with the GUC Trust Oversight Board may determine to retain in the Class B Disputed

Claims Reserve such number of Class B Units and such Cash or other assets as would be necessary to satisfy the increase in Estimated Amounts, as provided in Section 6.6.2 hereof.

6.7.3 If there shall be a decrease in the Estimated Amounts of the Disputed Class B Unit Claims in accordance with this Section, the GUC Trustee in consultation with the GUC Trust Oversight Board may, but shall not be required to, determine to release from the Class B Disputed Claims Reserve (i) a number of Class B Units equal to (x) the decrease in the Estimated Amounts of the Disputed GUC Trust Eligible Claims, multiplied by (y) the Class B Unit Issuance Ratio; and (ii) Cash in the amount of all distributions made to the Class B Disputed Claims Reserve in respect of such Class B Units since the Effective Date, which Cash shall then be unreserved and unrestricted, and which may be added to the Trust Expenses Reserve or be made available for distribution to holders of Class B Unit Claims, in such amounts as determined by the GUC Trustee in consultation with the GUC Trust Oversight Board; provided that the GUC Trustee in consultation with the GUC Trust Oversight Board may determine to retain such number of Units and such Cash in the Class B Disputed Claims Reserve that would otherwise have been cancelled, retired, or made unreserved or unrestricted, as applicable, pursuant to this Section, if it determines that such Class B Units and Cash may be necessary to satisfy Disputed Class B Unit Claims that may become Allowed in the future.

6.8 Withholding and Reporting Requirements. The GUC Trust may withhold and pay to the appropriate Tax Authority all amounts required to be withheld pursuant to the Tax Code or any provision of any foreign, state, or local Tax law with respect to any payment or distribution to the Unitholders. All such amounts withheld and paid to the appropriate Tax Authority shall be treated as amounts distributed to such holders for all purposes of this Trust Agreement. To the extent an amount has been placed in reserve pending resolution of the need to withhold, and the GUC Trust determines that no withholding is required, such amounts shall be distributed, without interest, to the Unitholders with respect to whom such amounts were previously withheld. The GUC Trust shall be authorized to collect such tax information from the Unitholders (including social security numbers, employer identification numbers, or other tax identification information) as it in its sole discretion deems necessary to effectuate the distributions contemplated by the GUC Trust Documents. To that end, the GUC Trust may send to Unitholders a written communication requesting that the Unitholder provide certain tax information and the specifics of their holdings to the extent the GUC Trust or any disbursement agent deems appropriate (including a request to complete the appropriate Internal Revenue Service Form W-8 or Internal Revenue Service Form W-9, as applicable to each holder). The GUC Trust may refuse to make a distribution to any Unitholder that fails to furnish such information in a timely fashion, until such information is delivered; provided, however, that, upon the delivery of such information by a Unitholder, the GUC Trust shall make such distribution(s) to which the Unitholder is entitled, without interest; provided further that, if the Unitholder fails to comply with such a request within one (1) year, or such longer period as the GUC Trustee may determine in its discretion, (x) no distributions from the GUC Trust shall be made in respect of the Claim held by such Unitholder, (y) if such Claim has been Allowed, no Units shall be issued to the holder of such Claim and (z) no Class B Units shall be issued and delivered to the Class B Disputed Claims Reserve in respect of such Claim and such Claim shall be deemed to be Disallowed for all purposes of the GUC Trust; and provided further that, if the GUC Trust fails to withhold in respect of amounts received or distributable with respect to any such holder and the GUC Trust is later held liable for the amount of such non-allocated future distributions, such Unitholder shall reimburse the GUC Trust for such liability

including interest, penalties, fines, and other additional amounts with respect thereto. Notwithstanding the foregoing, each Unitholder that receives a distribution from the GUC Trust shall have the sole and exclusive responsibility for the payment of any Taxes imposed by any governmental unit, including income, withholding, and other Taxes, on account of such distribution.

6.9 Distributions to the Distribution Sub-Trusts. Other than with respect to the distribution to be made on the Effective Date, or as soon thereafter as practicable, as described in Article IV, the GUC Trust shall make distributions of Distributable Cash to the applicable Distribution Sub-Trusts at such times and from time to time as the GUC Trustee shall determine in consultation with the GUC Trust Oversight Board in accordance with the Trust Assets Allocation Schedule; provided that in all events the GUC Trust shall endeavor to make such distributions at or about the time of the distributions in respect of the Units from the same proceeds, as applicable; provided further that the GUC Trustee may, with the consent of the GUC Trust Oversight Board, determine in its business judgment to negotiate a cash settlement with any of the Distribution Sub-Trusts of any contingent consideration owing to such Distribution Sub-Trusts as provided for in the Trust Assets Allocation Schedule. For the avoidance of doubt, however, distributions to the Distribution Sub-Trusts shall not be required to occur on a Distribution Date established for the purpose of distributions to Unitholders. Distributions to the Distribution Sub-Trusts shall be made to such account or accounts as the respective Distribution Sub-Trusts shall designate in writing to the GUC Trust, by wire transfer of immediately available funds. Under no circumstances shall the GUC Trust be responsible for the allowance or other determinations with respect to the Claims of the beneficiaries of the Distribution Sub-Trust, or for the distribution of Cash or any other assets to the beneficiaries of the Distribution Sub-Trusts, and the sole responsibility of the GUC Trust with respect to the Distribution Sub-Trust shall be to make Cash distributions to the Distribution Sub-Trusts in accordance with the provisions of this Section. In no event shall a beneficiary of any Distribution Sub-Trust have any independent Claim whatsoever against the GUC Trust or be entitled to any reports or other information from the GUC Trust. All distributions to the beneficiaries of the Distribution Sub-Trusts shall be pursuant to the applicable Sub-Trust Distribution Procedures. All transfers made by the GUC Trust to any of the Distribution Sub-Trusts shall be irrevocable and not subject to avoidance.

6.10 Disbursement and Escrow Agents. The GUC Trust may engage one or more Disbursement Agents to make distributions, including distributions of Units; provided that each Indenture Trustee shall have the right (but not the obligation) to serve as a Disbursement Agent with respect to the Notes Claims/Class A Units, and any Indenture Trustee that serves as a Disbursement Agent shall serve in such capacity jointly with any other Indenture Trustee that elects to serve as a Disbursement Agent with respect to any distributions to the holders of Notes Claims/Class A Units.

ARTICLE VII THE GUC TRUSTEE

7.1 The GUC Trustee.

7.1.1 Subject to the oversight of the GUC Trust Oversight Board, as provided in Article VIII, the affairs of the GUC Trust shall be managed by, or under the direction, of the GUC

Trustee, who shall have such powers and authority as are provided in this Article and as elsewhere set forth in this Trust Agreement and in the Trust Act.

7.1.2 As of the Effective Date, the GUC Trustee shall be the Person set forth on the signature page to this Trust Agreement, and by execution hereof, the GUC Trustee accepts trusteeship of the GUC Trust on the terms set forth herein.

7.1.3 The GUC Trustee shall be deemed a trustee under the Trust Act, with all privileges and immunities appurtenant thereto.

7.1.4 The GUC Trustee shall hold office until the earlier of (i) the termination of the GUC Trust, (ii) the resignation, death, disability, or dissolution of the GUC Trustee or (iii) the removal of such GUC Trustee in accordance with this Trust Agreement.

7.1.5 The GUC Trustee may resign upon thirty (30) days prior written notice to the GUC Trust Oversight Board; provided that such resignation shall not be effective prior to the appointment of a replacement GUC Trustee.

7.1.6 The GUC Trustee may be removed by the GUC Trust Oversight Board by Supermajority Consent; provided, however that such Supermajority Consent shall include the consent of the Sub-Trust Board Member and the Independent Board Member; provided further, that any such removal shall not be effective unless a replacement GUC Trustee has been appointed effective as of the time of such removal. Notice of removal of the GUC Trustee and the appointment of a replacement GUC Trustee shall promptly be posted to the Trust Website.

7.1.7 The death, resignation, dissolution, incapacity, or removal of the GUC Trustee shall not terminate the GUC Trust or revoke any then-existing agency created pursuant to this Trust Agreement or invalidate any action theretofore taken by the GUC Trustee.

7.2 Compensation of the GUC Trustee. The GUC Trustee will receive the compensation set forth below. The compensation of the GUC Trustee shall be included in the Trust Budget and summarized on the Trust Website. Any changes in the compensation of the GUC Trustee following the Effective Date will be determined by the GUC Trust Oversight Board, and summarized timely by the GUC Trust on the Trust Website. The GUC Trustee shall be entitled to reimbursement of its expenses incurred in the discharge of its duties under this Trust Agreement. The compensation and expenses of the GUC Trustee shall be paid solely from the Trust Expenses Reserve.

7.2.1 Monthly Fee. The GUC Trustee shall receive a monthly fee of \$17,500 per month for the first twenty-four (24) months following the Effective Date. Beginning in the twenty-fifth (25th) month following the Effective Date, the GUC Trustee shall receive a monthly fee of \$10,000 per month.

7.2.2 Contingent Fee. The GUC Trustee shall receive the following contingent fee: (i) 1.0% of the first \$150 million of net proceeds of any Transferred Litigations and Transferred Insurance Rights (less any costs of litigation financing), (ii) 1.25% of net proceeds of any Transferred Litigations and Transferred Insurance Rights to the extent that such net proceeds exceed \$150 million and are less than \$250 million (less any costs of litigation financing), and (iii)

1.75% of net proceeds of any Transferred Litigations and Transferred Insurance Rights to the extent that such net proceeds exceed \$250 million (less any costs of litigation financing).

7.2.3 If the GUC Trustee is removed in accordance with this Trust Agreement, the GUC Trustee will remain entitled to the GUC Trustee's Contingent Fee on account of any judgments obtained or settlements reached regarding the Transferred Litigations or Trust Insurance Rights (i) within the first nine months of the Effective Date, and (ii) for four months following any agreement in principle for a settlement of Transferred Litigations or Trust Insurance Rights.

7.3 Authority of the GUC Trustee.

7.3.1 The GUC Trustee shall have general executive responsibility for the conduct of the affairs of the GUC Trust in consultation with the GUC Trust Oversight Board (or, where required by this Trust Agreement, act with the consent of the GUC Trust Oversight Board) and shall be responsible for exercising the authority and performing the obligations of the GUC Trust expressly provided for in this Trust Agreement, otherwise giving effect to the intents and purposes of this Trust Agreement, the other GUC Trust Documents, the Plan and the Confirmation Order, and exercising the rights of trustees under the Trust Act, in each case, consistent with the terms of the Plan, the Confirmation Order, and the GUC Trust Documents.

7.3.2 Without limiting the generality of the preceding subsection, and in furtherance thereof, the GUC Trustee, in consultation with the GUC Trust Oversight Board (or, where required by this Trust Agreement, with the consent of the GUC Trust Oversight Board), shall be expressly authorized and empowered to undertake, acting as appropriate through the Trust Management and Trust Agents, the following actions on behalf of the GUC Trust, without the need for any additional approvals, authorizations, or consents, and without any further notice to or action, order, or approval of the Bankruptcy Court; provided, however, that all such actions are undertaken in a manner consistent with the purposes of the GUC Trust:

- (a) to hold the Trust Assets for the benefit of GUC Trust Beneficiaries, whether, in the case of holders of GUC Trust Eligible Claims, such GUC Trust Beneficiaries' Claims are Allowed on or after the Effective Date;
- (b) to hold, manage, dispose of, sell, and convert to Cash, the Trust Assets;
- (c) to maintain accurate records of the administration of the Trust Assets, including receipts and disbursements and other activity of the GUC Trust;
- (d) to administer the claims resolution process contemplated by the GUC Trust Claims Resolution Procedures, and to maintain accurate records with respect to such claims reconciliation process; provided, however, that the consent of the GUC Trust Oversight Board shall be required in respect of a settlement of a Class B Unit Claim resulting in an Allowed claim in excess of \$3.5 million, as provided in Section 8.4.2(g) hereof;
- (e) to establish and administer the Trust Expenses Reserve;
- (f) to establish and administer the Class B Disputed Claims Reserve;

- (g) to appoint, engage, review, supervise, remove, replace, and determine the compensation payable to Trust Management and Trust Agents;
- (h) to investigate, prosecute, settle, liquidate, dispose of, and/or abandon the Causes of Action belonging to the GUC Trust, including the Transferred Litigations, and to preserve, secure, and obtain the benefit of the Transferred Insurance Rights; provided, however, that, with respect to Causes of Action against the Excluded D&O Parties (as that term is defined in the Plan), the GUC Trust shall (i) only pursue Causes of Action with respect to actions taken prior to August 1, 2019, (ii) not attempt to collect, directly or indirectly, from the personal assets of any of the Excluded D&O Parties, and (iii) seek recovery on account of such Causes of Action solely to the extent of the GUC Trust D&O Insurance Policies (as that term is defined in the Plan); provided further, that the settlement of any litigation or settlement in respect of the Transferred Insurance Rights in excess of \$1 million shall require the approval of the GUC Trust Oversight Board, as provided in Section 8.4.2(e) hereof;
- (i) to file all Tax Returns and regulatory forms, returns, reports, and other documents and financial information required to be filed with respect to the GUC Trust, including filing Tax Returns as a grantor trust pursuant to Treasury Regulation section 1.671-4(a); provided, however, that the approval of the GUC Trust Oversight Board shall be required with respect to any action that may result in the taxation of the GUC Trust with respect to distributions therefrom, as provided in Section 8.4.2(l) hereof;
- (j) to perform under the Cooperation Agreement;
- (k) to make distributions of Distributable Cash to Unitholders in consultation with the GUC Trust Oversight Board;
- (l) to maintain and dispose of the books and records transferred to, or otherwise maintained by, the GUC Trust; provided, however, that the approval of the GUC Trust Oversight Board shall be required for the destruction of any material records maintained by the GUC Trust, other than with respect to the destruction of records in the ordinary course of business, as provided in Section 8.4.2(k) hereof;
- (m) to prepare and disseminate reports, as provided in Section 9.5 hereof;
- (n) to enter into and exercise rights under contracts that are necessary or desirable to the administration of the GUC Trust and execute any documents or pleadings related to the liquidation of the Trust Assets or other matters related to the GUC Trust;
- (o) to establish, maintain, and terminate bank accounts on behalf of the GUC Trust;
- (p) obtain and/or implement litigation financing in amounts up to \$500,000 in the GUC Trustee's sole discretion, and in amounts (including additional draws of existing litigation financing) in excess of \$500,000 with the consent of the GUC Trust Oversight Board, as provided in Section 8.4.2(f) hereof;

- (q) to bring suits or defend itself or the GUC Trust against suits brought against it or the GUC Trust, if any, in connection with any matter arising from or related to the GUC Trust Documents, the Plan or the Confirmation Order that affects in any way the Trust Assets, or the rights or obligations of the GUC Trust or the GUC Trust Beneficiaries, in their capacities as such; provided, that (i) the GUC Trustee shall consult with the GUC Trust Oversight Board in connection with the defense of any suit brought against the GUC Trust, and (ii) the consent of the GUC Trust Oversight Board shall be required with respect to the conduct of any defense against a suit brought against the GUC Trust Oversight Board;
- (r) to obtain and maintain insurance coverage (including tail insurance) for the benefit of the GUC Trustee, the Trust Management, the Trust Agents, and the GUC Trust Oversight Board, with the consent of the GUC Trust Oversight Board, as provided in Section 8.4.2(i) hereof, and, if so determined by the GUC Trustee, such other insurance as the GUC Trustee determines as appropriate for the circumstances from time to time;
- (s) to allocate, in consultation with the GUC Trust Oversight Board, proceeds of the Causes of Action belonging to the GUC Trust, including the Transferred Litigations, and the Transferred Insurance Rights to the Trust Expenses Reserve for the purpose of pursuing other such Causes of Action and/or Transferred Insurance Rights; provided, however, that proceeds from the Transferred Insurance Rights required to be distributed to the Distribution Sub-Trusts pursuant to Section 6.9 hereof, shall not be so allocated pursuant to this subsection;
- (t) to invest Trust Assets (including any earnings thereon or proceeds therefrom) in the manner permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities; provided, however, that the GUC Trustee shall only authorize investments that are temporary investments in short-term government securities, time deposits, certificates of deposit, bankers' acceptances, commercial paper, and money market funds or similar temporary, liquid, short-term investments;
- (u) to take all actions necessary and appropriate to minimize any adverse Tax consequences to the GUC Trust Beneficiaries; provided, however, that such actions do not result in an adverse Tax consequence to the GUC Trust and are consistent with and are not contrary to the intended treatment of the GUC Trust as a liquidating trust taxable for United States federal income tax purposes as a "grantor trust" under Tax Code section 671 *et seq.*;
- (v) to abandon, subject to the consent of the GUC Trust Oversight Board under Section 8.4.2(h) hereof, any of the Trust Assets;
- (w) to issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions, as determined by

the GUC Trustee, to be necessary or appropriate to effectuate the purpose of the GUC Trust;

- (x) to retain such professionals as are necessary and proper to discharge its functions in the ordinary course of business (including through alternative fee arrangements and/or contingency fee arrangements) subject to the consent of the GUC Trust Oversight Board under Section 8.4.2(d) hereof; and
- (y) to take such other and further actions, including conversions, dissolutions, transfers, liquidations, or other corporate transactions, as determined by the GUC Trustee to be necessary or appropriate, in furtherance of the purposes of the GUC Trust.

7.3.3 The GUC Trustee is authorized on behalf of the GUC Trust to enter into the Depositary Agreement, and, on behalf of the GUC Trust, to issue such notices, to receive or convey or to cause to be received or conveyed such securities or other property, to engage such professionals and to take all such other actions thereunder or in connection therewith as shall be necessary or desirable, in the discretion of the GUC Trustee, so as to arrange or facilitate the delivery of the Escrowed Shares to the Holders of the Notes Claims to the extent they are entitled thereto pursuant to the terms of the Plan relating to the Net Debt Equity Split Adjustment (as that term defined in the Plan). For the avoidance of doubt, (i) the provisions of Article XI of this Agreement shall apply to all actions taken or omitted to be taken by the GUC Trustee with respect to the Depositary Agreement, pursuant to this Section or otherwise, and (ii) unless as explicitly determined by the GUC Trust, the Escrowed Shares shall not be deemed to be Trust Assets or otherwise constitute property of the GUC Trust.

7.3.4 The GUC Trustee shall comply with all applicable laws and shall act to maximize the distributions to GUC Trust Beneficiaries to the extent reasonably possible under the circumstances and in furtherance of the purposes of this GUC Trust.

7.4 Fiduciary Duty and Standard of Conduct of the GUC Trustee.

7.4.1 The GUC Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purpose of the GUC Trust and not otherwise, and in accordance with applicable law, including the Trust Act.

7.4.2 In discharging its duties under this Trust Agreement, the GUC Trustee shall be entitled to rely on the advice of the professionals retained by the GUC Trust. Except as otherwise provided in the Trust Act, by law or expressly in this Trust Agreement, the GUC Trustee shall not have any fiduciary or other duty to any GUC Trust Beneficiary with respect to the business and affairs of the GUC Trust, except that nothing shall limit or eliminate liability for any act or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing.

ARTICLE VIII
GUC TRUST OVERSIGHT BOARD

8.1 General. The activities of the GUC Trust shall be overseen by the GUC Trust Oversight Board, which shall have such powers and authority as are provided in this Article and as elsewhere set forth in this Trust Agreement and in the Trust Act.

8.2 Membership.

8.2.1 As of the Effective Date, the GUC Trust Oversight Board shall consist of five (5) Oversight Board Members. The initial Oversight Board Members comprising the GUC Trust Oversight Board are set forth on **Exhibit D** to this Trust Agreement.

8.2.2 At all times, the GUC Trust Oversight Board shall include one (1) member of the GUC Trust Oversight Board who is an Independent Board Member and one (1) member of the GUC Trust Oversight Board who is the Sub-Trust Board Member. The initial Independent Board Member is indicated on **Exhibit D** to this Trust Agreement. The initial Sub-Trust Board Member is indicated on **Exhibit D** to this Trust Agreement (the “**Sub-Trust Board Member**”). Notwithstanding anything to the contrary, in the event that the Independent Board Member is removed or replaced pursuant to this Article VIII, the Oversight Board Members will select a replacement Independent Board Member from a selection of candidates provided by counsel to the GUC Trust in consultation with the GUC Trustee. Notwithstanding anything to the contrary, in the event that the Sub-Trust Board Member is removed or replaced pursuant to this Article VIII, the trustee(s) of the Distribution Sub-Trusts will select a replacement Sub-Trust Board Member.

8.2.3 Each Oversight Board Member shall hold office until the earlier of (i) the termination of the GUC Trust, (ii) the resignation, death, disability, or dissolution of such Oversight Board Member or (iii) the removal of such Oversight Board Member in accordance with this Trust Agreement.

8.2.4 Any Oversight Board Member may resign upon thirty (30) days prior written notice to the other members of the GUC Trust Oversight Board.

8.2.5 Any Oversight Board Member may be removed for Cause in accordance with the following procedures. For purposes of these procedures, references to the GUC Trust Oversight Board shall mean the members of the GUC Trust Oversight Board other than the Oversight Board Member proposed to be removed (the “**Specified Oversight Board Member**”).

- (a) The GUC Trust Oversight Board shall give written notice to the Specified Oversight Board Member, which notice shall describe in reasonable detail the actions or inactions on the basis of which the other Oversight Board Members have determined that Cause exists for the removal of the Specified Oversight Board Member.
- (b) The Specified Oversight Board Member shall have thirty (30) days from the date of his/her receipt of the notice from the GUC Trust Oversight Board to respond to the determination of the GUC Trust Oversight Board that Cause exists for removal and to cure such Cause, if a cure is possible. If the Specified Oversight Board Member so requests, the Specified Oversight Board Member shall be given the opportunity to

appear in person before the GUC Trust Oversight Board to respond to the GUC Trust Oversight Board's determination.

- (c) Following such thirty (30) day period, whether or not the Specified Oversight Board Member has made any response to the notice of the GUC Trust Oversight Board, if the Cause forming the basis for removal has not been cured, the GUC Trust Oversight Board by unanimous consent of all Oversight Board Members other than the Specified Oversight Board Member may remove the Specified Oversight Board Member from office.
- (d) If the GUC Trust Oversight Board does not vote to remove the Specified Oversight Board Member within sixty (60) days from the date notice is first given to the Specified Oversight Board Member, the GUC Trust Oversight Board shall repeat these procedures if it determines thereafter to remove such Specified Oversight Board Member.
- (e) Notice of removal of an Oversight Board Member shall promptly be posted to the Trust Website and to DTC.

8.2.6 In the event of a vacancy on the GUC Trust Oversight Board, whether as a result of the resignation, death, disability, dissolution, or removal of an Oversight Board Member, such Oversight Board Member shall, except as otherwise set forth herein with respect to the Independent Board Member and the Sub-Trust Board Member, appoint their own replacement. To the extent that such Oversight Board Member does not appoint their own replacement, the remaining Oversight Board Members shall, by Majority Consent, either (x) subject to Section 8.2.2 hereof, promptly appoint a replacement Oversight Board Member or (y) determine to reduce the size of the GUC Trust Oversight Board and thereby eliminate the vacancy (unless such Oversight Board Member is an Independent Board Member or the Sub-Trust Board Member). Notice of the appointment of any replacement Oversight Board Member or reduction of the board size shall be posted to the Trust Website and to DTC as promptly as practicable after such appointment. If any Transferable Class A Units are then held through DTC, notice of the appointment of a replacement or reduction shall also be disseminated in accordance with the applicable practices and procedures of DTC.

8.2.7 The death, resignation, dissolution, incapacity, or removal of an Oversight Board Member shall not terminate the GUC Trust or revoke any then-existing agency created pursuant to this Trust Agreement or invalidate any action theretofore taken by such Oversight Board Member.

8.3 Compensation. The Oversight Board Members shall be compensated on a non-employee basis in the amount of \$12,000 per month; provided that the GUC Trustee may consult with the Oversight Board regarding modifications to the monthly payments beginning six(6) months after the Effective, and annually thereafter. Additionally, each Oversight Board Member shall be reimbursed for their expenses, if any, incurred in attendance at meetings of the GUC Trust Oversight Board or any committee thereof. Such compensation and expenses shall be included in the Trust Budget and shall be paid solely from the Trust Expenses Reserve. Notwithstanding anything to the contrary, any modification to the compensation of the Oversight Board shall require

the unanimous consent of the GUC Trust Oversight Board, including the consent of the Independent Board Member.

8.4 Authority.

8.4.1 The GUC Trust Oversight Board shall be responsible for exercising oversight over the activities of the GUC Trustee, and shall consult with the GUC Trustee over the exercise of its duties, and the administration and affairs of the GUC Trust, as provided for in this Trust Agreement, the other GUC Trust Documents, the Plan or the Confirmation Order (or, where required by this Trust Agreement, determine whether to consent to the actions of the GUC Trustee). Such consultation shall occur from time to time as set forth herein, and at such other times as requested by the GUC Trust Oversight Board. Without limiting the foregoing, the GUC Trustee shall consult with the GUC Trust Oversight Board with respect to the Trust Assets and changes thereto; the financial statements of the GUC Trust; the strategy, status, and material decisions in respect of the Transferred Litigations and claims in respect of the Transferred Insurance Rights; the Trust Expenses Reserve; the claims resolution process; the Class B Disputed Claims Reserve; any financial arrangements entered into on behalf of the GUC Trust; the material contracts and agreements of the GUC Trust; and the appointment and removal of the officers of the GUC Trust and the Trust Agents, subject, in all respects, to Section 8.4.2 herein.

8.4.2 The GUC Trust Oversight Board shall be expressly authorized and empowered to undertake the following actions on behalf of the GUC Trust, without the need for any additional approvals, authorization, or consents, and without any further notice to or action, order, or approval of the Bankruptcy Court; provided, however, that all such actions are undertaken in a manner consistent with the purposes of the GUC Trust:

- (a) subject to Section 7.1.6 hereof, to remove or replace the GUC Trustee, and to enter into agreements with the GUC Trustee concerning its engagement and compensation;
- (b) to remove or replace the Delaware Trustee, and to enter into agreements with the Delaware Trustee concerning its engagement and compensation;
- (c) to consult with the GUC Trustee concerning the administration and maintenance of the Trust Assets;
- (d) to consent to the GUC Trustee's selection of counsel in connection with litigation or other claims in excess of \$500,000, as provided in Section 9.7.1 hereof;
- (e) to approve the settlement of any litigation or claim of the GUC Trust (including for the avoidance of doubt, a settlement in respect of the Transferred Insurance Rights) in excess of \$1 million;
- (f) to approve, on Supermajority Consent, which consent shall include the consent of the Independent Board Member, any litigation financing entered into by the GUC Trust in excess of \$500,000, including additional draws of existing litigation financing in excess of such amount;

- (g) to approve the settlement of any Disputed Class B Unit Claim resulting in an Allowed Class B Unit Claim in excess of \$3.5 million by face amount;
- (h) to approve the abandonment of any Cause of Action constituting a Trust Asset with a claimed amount in excess of \$100,000 or other Trust Asset in excess of \$100,000;
- (i) to approve the insurance coverage (including tail insurance) obtained by the GUC Trust for the benefit of the Oversight Board Members, the GUC Trustee, and all Trust Agents;
- (j) to approve the use of any defense against a suit brought against the GUC Trust Oversight Board;
- (k) to approve the destruction of any material records maintained by the GUC Trust, other than with respect to the destruction of records in the ordinary course of business;
- (l) to approve action that may result in the taxation of the GUC Trust with respect to distributions therefrom;
- (m) to approve modifications to the Trust Budget, to the extent that proposed deviations from an approved Trust Budget would exceed \$250,000;
- (n) to approve the GUC Trust's entry into material contracts and hiring of officers to the extent that such expenditures would be inconsistent with the Trust Budget and would result in expenditures by the GUC Trust in excess of \$250,000;
- (o) to approve any amendment to this Trust Agreement or any other GUC Trust Document, as provided in Section 14.10 hereof; and
- (p) to approve the dissolution of the GUC Trust and the filing of a Certificate of Cancellation following the dissolution of the GUC Trust.

8.4.3 Notwithstanding anything to the contrary, in the event that any matter under consideration by the GUC Trust Oversight Board may involve a conflict of interest with respect to any member of the GUC Trust Oversight Board (the "**Conflicted Member**"), such Conflicted Member shall disclose the potential conflict of which it has knowledge to the GUC Trust Oversight Board, the GUC Trustee, and the GUC Trust's general counsel and either (i) shall recuse itself from participating in discussions (except to the extent provided below) and voting on the matter voluntarily, or (ii) if determined by any other Oversight Board Member or the GUC Trustee to involve a conflict of interest, may be excluded by vote of a majority of the Oversight Board Members then present and not subject to such conflict of interest from that portion of the meeting at which such matter is considered, provided, that if there are no non-conflicted Oversight Board Members with respect to such a determination, the existence of a conflict of interest shall be determined by the Independent Board Member in its sole discretion. In case of a tie vote on whether a conflict of interest exists, the GUC Trustee's opinion, which may be based on the advice of counsel, shall break the tie. Notwithstanding the foregoing, the Conflicted Member who is alleged to have a potential conflict of interest shall be permitted to discuss with the GUC Trust

Oversight Board and the GUC Trustee such Conflicted Member's views on the subject to which the conflict is asserted.

8.5 Action of the GUC Trust Oversight Board.

8.5.1 Unless otherwise specified in this Trust Agreement, the GUC Trust Oversight Board shall act by Majority Consent.

8.5.2 Anything to the contrary in this Trust Agreement notwithstanding, the following actions shall require the Supermajority Consent of the GUC Trust Oversight Board:

- (a) the removal of the GUC Trustee and/or appointment of a replacement GUC Trustee; provided, however that such Supermajority Consent shall include the consent of the Sub-Trust Board Member and the Independent Board Member;
- (b) the consent to any litigation financing entered into by the GUC Trust in excess of \$500,000, including additional draws of existing litigation financing, which consent shall include the consent of the Independent Board Member;
- (c) the delegation to a committee of the GUC Trust Oversight Board or to any single Oversight Board Member of any rights or responsibilities of the GUC Trust Oversight Board;
- (d) the approval of any material change or amendment to this Trust Agreement, as provided in Section 14.10 hereof; and
- (e) any other action prescribed by this Trust Agreement or the GUC Trust Oversight Board as requiring Supermajority Consent.

8.6 In discharging their duties under this Trust Agreement, the GUC Trust Oversight Board shall be entitled to rely on the advice of the professionals retained by the GUC Trust.

8.7 Meetings.

8.7.1 The GUC Trust Oversight Board shall hold regular meetings not less than quarterly, at such time and at such place as shall from time to time be mutually determined by the GUC Trustee and the GUC Trust Oversight Board. No notice of regular meetings need be given.

8.7.2 Special meetings of the GUC Trust Oversight Board may be called by the GUC Trustee or by any two (2) Oversight Board Members.

8.7.3 Written notice of the time and place of special meetings of the GUC Trust Oversight Board shall be given to the GUC Trustee and each Oversight Board Member by either personal delivery, email, or other means of electronic communication at least two (2) Business Days prior to such meeting. Notice of a meeting of the GUC Trust Oversight Board need not be given to any Oversight Board Member who signs a waiver of notice either before or after the meeting. Attendance of an Oversight Board Member at a meeting shall constitute a waiver of notice of such meeting, except when an Oversight Board Member states, at the beginning of the

meeting, any objection to the transaction of business because the meeting has not been convened or called in accordance with applicable law or this Trust Agreement.

8.7.4 A majority of the members constituting the whole GUC Trust Oversight Board shall constitute a quorum for the transaction of business at such meeting of the GUC Trust Oversight Board, but if less than a majority is present at a meeting, a majority of the Oversight Board Members present may adjourn the meeting from time to time. When a meeting is adjourned to another time or place (whether or not a quorum is present), prompt notice shall be given of the adjourned meeting to all members of the GUC Trust Oversight Board. At the adjourned meeting, the Oversight Board Members may transact any business that might have been transacted at the original meeting.

8.7.5 Meetings may be held in person within or without the State of Delaware, telephonically or electronically, and upon such notice as may be determined from time to time in accordance with the rules and procedures adopted by the GUC Trust Oversight Board, and any member of the GUC Trust Oversight Board who participates by such means shall be deemed to be present for purposes of quorum under Section 8.7.4 hereof. Members of the GUC Trust Oversight Board may also act by written consent in lieu of a meeting, which consent may be less than unanimous, provided that each of the Oversight Board Members shall have received notice of the action to be taken by written consent in lieu of a meeting at least two (2) Business Days in advance of the effectiveness thereof. Any such written consents shall be filed with the minutes of the proceedings of the GUC Trust Oversight Board.

8.7.6 Unless the GUC Trust Oversight Board determines to exclude the GUC Trustee from any meeting, the GUC Trustee shall attend all meetings of the GUC Trust Oversight Board.

8.8 Fiduciary Duty and Standard of Conduct.

8.8.1 Notwithstanding anything to the contrary, no Oversight Board Member shall have any fiduciary or other duty to any Person, including to any GUC Trust Beneficiary with respect to the business and affairs of the GUC Trust, and no Oversight Board Member shall have any liability to any Person, except that nothing shall limit or eliminate liability for any act or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing.

8.8.2 No Oversight Board Member in a personal capacity shall have the authority to bind the GUC Trust Oversight Board, but shall for all purposes hereunder be acting in the capacity as a member of the GUC Trust Oversight Board.

ARTICLE IX **ADMINISTRATION OF THE TRUST**

9.1 Prohibited Activities of the GUC Trust.

9.1.1 The GUC Trustee, the Trust Management, and the Trust Agents shall hold the GUC Trust out as a trust in the process of liquidation, whose activities are limited to the liquidation of the Trust Assets on behalf, and for the benefit, of the GUC Trust Beneficiaries and

the other purposes set forth in this Trust Agreement. Without limiting the foregoing, the GUC Trust shall not hold itself out as an investment company, and no part of the Trust Assets shall be caused by the GUC Trustee to be used or disposed of in furtherance of any trade or business.

9.1.2 The GUC Trust shall not engage in any investments or activities inconsistent with the treatment of the GUC Trust as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d) or under applicable Internal Revenue Service guidelines, rulings or other controlling authorities.

9.1.3 Notwithstanding anything to the contrary herein, neither of the GUC Trust, the GUC Trustee, the GUC Trust Oversight Board, the Trust Management, and the Trust Agents shall take any action to impair, modify, or otherwise affect the enforceability, efficacy, scope, or terms of the GUC Releases or the Covenant Not To Collect provided to the Released Parties pursuant to the Plan.

9.2 Resolution of Disputed GUC Trust Eligible Claims.

9.2.1 The Allowed amount of the GUC Trust Eligible Claims pursuant to this Trust Agreement shall be (i) in the case of Class A Unit Claims, the Allowed amount of such Claims pursuant to the Plan, and (ii) in the case of Class B Unit Claims, the amount thereof as determined pursuant to the claims reconciliation process provided for in this Trust Agreement. The GUC Trustee shall be authorized to resolve, on behalf of the GUC Trust, all Disputed Class B Unit Claims pursuant to the GUC Trust Claims Resolution Procedures; provided, however, that (i) the GUC Trust shall allocate up to \$250,000 from the Trust Expenses Reserve for fees and expenses incurred in administering and reconciling all Disputed Class B Unit Claims (the “**Claims Reconciliation Budget**”); and provided, further, that any amounts incurred in excess of the Claims Reconciliation Budget shall reduce the amount of Distributable Cash that would otherwise be distributed to the Class B Unit Claims pursuant to Article VI hereof for such purpose; and (ii) for the purpose of administrative convenience, the GUC Trustee may, in consultation with the GUC Trust Oversight Board and with the consent of the Distribution Sub-Trustee assign to the Distribution Sub-Trustee, in the capacity of a Trust Agent, the responsibility for administering Disputed Class B Unit Claims, and such Trust Agent may make recommendations regarding the Allowance or Disallowance of the Disputed Class B Unit Claims, with the compensation for such Trust Agent to be payable solely from, and subject to, the Claims Reconciliation Budget (and to the extent the Claims Reconciliation Budget is exceeded, Distributable Cash that would otherwise be distributed to the Class B Unit Claims pursuant to Article VI hereof); provided, however, that the ultimate responsibility for reconciling Disputed Class B Unit Claims shall be retained by the GUC Trustee, and the decision to Allow or Disallow any Disputed Class B Unit Claims shall be made by the GUC Trustee, and the GUC Trustee shall be entitled to rely on the recommendation of any Trust Agent and the GUC Trustee’s professionals in Allowing and Disallowing Disputed Class B Unit Claims. The GUC Trust shall post to the Trust Website quarterly notice of Disputed Class B Unit Claims resolved and/or settled during the prior quarter following the end of each fiscal quarter, starting with the first complete fiscal quarter after the Effective Date. Subject to the Claims Reconciliation Budget, the GUC Trust shall otherwise cooperate, as necessary, with the Distribution Sub-Trustee in connection with the reconciliation of Disputed Class B Unit Claims.

9.2.2 Disputed Class B Unit Claims that become Allowed, in whole or in part, shall be satisfied exclusively out of the Class B Disputed Claims Reserve, in the manner provided in Article VI, and in the order in which such Disputed Class B Unit Claims are Allowed. In the event the Class B Units, and the Cash distributed with respect thereto (including the value of any non-Cash assets substituted therefor), remaining in the Class B Disputed Claims Reserve shall be insufficient to satisfy all the Disputed Class B Unit Claims from the Class B Disputed Claims Reserve that have become Allowed, in the manner such Claims would have been satisfied had such Disputed Class B Unit Claims been Allowed on the initial Unit Distribution Record Date, and that are due to be satisfied with distributions from the Class B Disputed Claims Reserve on any Unit Distribution Date, such Disputed Class B Unit Claims shall be satisfied pro rata in proportion to their respective Allowed amounts. After all Class B Units, and the Cash distributed with respect thereto, have been distributed from the Class B Disputed Claims Reserve, no further distributions shall be made in respect of any remaining Disputed Class B Unit Claims.

9.3 Class B Disputed Claims Reserve.

9.3.1 On or as soon as practicable following the Effective Date, the GUC Trust shall establish the Class B Disputed Claims Reserve, into which there shall be deposited the number of Class B Units as determined by the GUC Trustee in consultation with the GUC Trust Oversight Board based upon the Estimated Amount of the Disputed Class B Unit Claims, the Class B Unit Issuance Ratio and such other factors as the GUC Trustee shall deem relevant to its determination. To the extent the Bankruptcy Court has not entered a Reserve Order as of the Effective Date, the GUC Trustee may determine, in its discretion and in consultation with the GUC Trust Oversight Board, whether to seek such relief from the Bankruptcy Court.

9.3.2 All Class B Units and other assets in the Class B Disputed Claims Reserve shall be the property of the GUC Trust and not of the holder of any Claim or any other person.

9.3.3 All Cash held in the Class B Disputed Claims Reserve shall be maintained with a United States FDIC insured financial institution, and may be maintained in an interest-bearing account, as the GUC Trustee may from time to time determine. The Cash in the Class B Disputed Claims Reserve shall be held separately and shall not be commingled with any other Cash constituting Trust Assets. The GUC Trustee, in consultation with the GUC Trust Oversight Board, may substitute non-Cash assets for Cash held in the Class B Disputed Claims Reserve, which non-Cash assets may be monetized from time to time by the Class B Disputed Claims Reserve; provided, however, that distributions from the Class B Disputed Claims Reserve shall only be made in Class B Units and Cash as provided for in Section 9.3.1 hereof; and provided further that in connection with any such substitution of non-Cash assets, due consideration shall be given to the timing and amount of scheduled and anticipated payments and both the fair market value and the timing of monetization of such non-Cash assets, so as to enable the GUC Trust to distribute Cash in respect of Units that are released from the Class B Disputed Claims Reserve as such Cash distributions are due.

9.4 Trust Expenses Reserve.

9.4.1 On the Effective Date, the GUC Trustee shall establish a Trust Expenses Reserve for the purpose of maintaining Cash allocated and retained by the GUC Trust from time

to time in an amount necessary to satisfy reasonable costs and expenses of the GUC Trust and other obligations and liabilities incurred, assumed, or reasonably anticipated by the GUC Trust (or to which the Trust Assets are otherwise subject) in accordance with the GUC Trust Documents, the Plan and the Confirmation Order, including without limitation (i) the fees and costs incurred in connection with the protection, preservation, liquidation, and distribution of the Trust Assets; (ii) the fees and costs incurred in connection with investigating, prosecuting, and resolving Disputed GUC Trust Eligible Claims; (iii) the fees and costs incurred in connection with prosecuting and resolving the Transferred Litigations and Claims in respect of the Transferred Insurance Rights; (iv) the fees and costs of maintaining the Disputed Claims Reserves and the Trust Expenses Reserve; (v) reserves for any judgments, settlements, or other Cash liabilities or potential liabilities that are or may be payable by the GUC Trust, as determined by the GUC Trustee in consultation with the GUC Trust Oversight Board; (vi) the compensation of the Delaware Trustee, the GUC Trustee, the GUC Trust Oversight Board, the Trust Management, and the expenses that may be incurred by them in the performance of their duties hereunder; (vii) any Taxes imposed on the GUC Trust or in respect of the Trust Assets or otherwise, including the Class B Disputed Claims Reserve; (viii) the compensation of any employees, together with all related costs, fees, and expenses (ix) the compensation, fees, and expenses of the Trust Agents; (x) the Indenture Trustee Expenses and any amount required to satisfy any Indenture Trustee Charging Lien, and (xi) such other costs, fees, and expenses as shall be provided for in the Trust Budget and as may be incurred in carrying out the purposes and intents of this Trust Agreement, the other GUC Trust Documents, the Plan and the Confirmation Order. The amount of Cash held in the Trust Expenses Reserve may be increased or released from time to time by or at the discretion of the GUC Trustee in consultation with the GUC Trust Oversight Board, as necessary or appropriate in furtherance of the purposes the GUC Trust Documents, the Plan and the Confirmation Order; provided that in no event may the GUC Trust receive or retain Cash in excess of a reasonable amount to meet claims and contingent liabilities of the GUC Trust or to maintain the value of the Trust Assets. Any Cash released from the Trust Expenses Reserve shall be available for distribution in accordance with the provisions of Article VI. The Trust Expenses Reserve shall be funded solely by Trust Assets (other than any Purchaser Entities Proceeds), and in no event shall it be funded by the Post-Emergence Entities.

9.4.2 The Trust Expenses Reserve shall not be required to be held separately and may be commingled with unrestricted funds of the GUC Trust. The GUC Trustee in consultation with the GUC Trust Oversight Board, may permit non-Cash assets to be applied to the Trust Expenses Reserve, which non-Cash assets may be monetized from time to time and the Cash so realized included in the Trust Expenses Reserve; provided, however that in connection with any such application, due consideration shall be given to the timing and amount of scheduled and anticipated payment obligations and both the fair market value and the timing of monetization of such non-Cash assets, so as to enable the GUC Trust to pay its obligations as they become due.

9.4.3 Subject to Section 9.2.1, the GUC Trust shall not be required to account separately for the fees and expenses and other administrative outflows of the GUC Trust in respect of each of the Class A Unit Claims, the Class B Unit Claims, or the respective Distribution Sub-Trusts. However, the GUC Trust may establish sub-reserves in the Trust Expenses Reserve in respect of each of the Class A Unit Claims, the Class B Unit Claims, and the respective Distribution Sub-Trusts, to the extent deemed advisable by the GUC Trustee. For the avoidance of doubt, each

of the Distribution Sub-Trusts shall be solely responsible for the administration and expenses of making distributions to their respective beneficiaries.

9.5 Reporting.

9.5.1 The GUC Trustee shall cause to be prepared, and shall post to the Trust Website (in a manner in the discretion of the GUC Trustee), in consultation with the Oversight Board, reports on a quarterly and annual basis regarding the finances of the GUC Trust, and such other information deemed advisable by the GUC Trustee in consultation with the GUC Trust Oversight Board. Unless otherwise required by applicable law, such reports need not be audited or prepared in accordance with GAAP (and need not be prepared using the liquidation basis of accounting), the International Financial Reporting Standards, Public Company Accounting Oversight Board standards, reporting standards required by the Securities Exchange Commission, or similar reporting standards, but in any event shall fairly present the assets, liabilities, income, and expenses of the GUC Trust for and as of the end of each reporting period. The financial reports shall be prepared on a consistent basis, except as may be disclosed in the notes to the financial reports.

9.5.2 The GUC Trustee shall also cause to be timely prepared, filed and distributed such additional statements, reports, and submissions (x) as may be necessary to cause the GUC Trust to be in compliance with applicable law, or to the extent otherwise necessary to allow the Units to be transferable and tradable in accordance with applicable law or (y) as may be otherwise required from time to time by the Bankruptcy Court.

9.5.3 Anything to the contrary in this Section 9.5 notwithstanding, the GUC Trust shall make publicly available (i) such information as shall be required to comply with Rule 144A(d)(4) under the Securities Act; (ii) such information as shall be required to comply with Section 4(d)(3) under the Securities Act; and (iii) such information as shall be required to comply with Rule 15c2-11(b)(5)(A - M) under the Exchange Act.

9.5.4 Except as provided in Section 9.5.3 hereof, the GUC Trustee, in consultation with the GUC Trust Oversight Board, may determine to restrict public access to portions of the reports and other materials disseminated by the GUC Trust to the GUC Trust Beneficiaries to Unitholders, and may condition access to such reports and other materials on the agreement of the Unitholders to maintain such materials in confidence, with due regard, however, to the interests of the holders of Transferable Class A Units to assure compliance with applicable laws regarding trading of securities while in possession of material non-public information.

9.6 Trust Management.

9.6.1 The officers of the GUC Trust shall consist of such officers as the GUC Trustee, in consultation with the GUC Trust Oversight Board, shall deem appropriate (all such officers, if any, being collectively referred to as the “**Trust Management**”).

9.6.2 The officers of the GUC Trust shall be appointed by the GUC Trustee and shall hold office until their successors are appointed and qualified or until their earlier death, dissolution, resignation, or removal from office. Any officer may resign at any time by communicating notice of such resignation to the GUC Trustee. Any officer may be removed at

any time by the GUC Trustee with or without cause. The compensation of such officers shall be as determined by the GUC Trustee. Such compensation shall be paid out of the Trust Expenses Reserve and shall be consistent with the Trust Budget.

9.6.3 Any officer who is appointed from time to time by the GUC Trustee shall perform such duties and have such functions, authority, and duties as may be prescribed by the GUC Trustee and consistent with this Trust Agreement.

9.7 Trust Agents; Employees.

9.7.1 The GUC Trustee may employ or retain such Trust Agents, including counsel (which may be the same counsel employed by the Creditors' Committee or any member thereof), advisors (which may be the same advisors formerly employed by the Creditors' Committee or any member thereof), administrators and other professionals, as deemed reasonably necessary or desirable by the GUC Trustee to carry out the intents and purposes of the GUC Trust. Trust Agents shall be appointed, and their appointment may be terminated, by the GUC Trustee; provided, however, that the consent of the GUC Trust Oversight Board shall be required for the retention or termination of litigation counsel in connection with litigation claims in excess of \$500,000. Trust Agents shall be compensated on such basis as determined by the GUC Trustee and shall be paid without further motion, application, notice, or other order of the Bankruptcy Court. The compensation, fees, and expenses of Trust Agents shall be satisfied out of the Trust Expenses Reserve, and shall be consistent with the Trust Budget.

9.7.2 The GUC Trustee shall be authorized to hire such employees as it may deem appropriate. The compensation of such employees, together with all related costs, fees, and expenses, shall be paid out of the Trust Expenses Reserve, and shall be consistent with the Trust Budget.

9.8 Distribution Sub-Trustee. The GUC Trustee shall cooperate with any requests for information regarding Eligible General Unsecured Claims from the Distribution Sub-Trustee, and shall provide the Distribution Sub-Trustee with regular updates regarding the GUC Trust Assets. The GUC Trustee shall distribute copies of all Trust Submission Forms received for Eligible General Unsecured Claims administered by any of the Distribution Sub-Trusts to the applicable Distribution Sub-Trustee.

9.9 Compliance with Laws. Any and all distributions of Trust Assets shall be made in compliance with applicable laws with such exceptions thereto as may be expressly provided herein or in the Plan or the Confirmation Order. Without limiting the generality of the foregoing, (a) the GUC Trust shall make distributions to the GUC Trust Beneficiaries at least annually, subject to Section 6.4.1 hereof, to the extent the GUC Trust has sufficient cash available for distribution from all net cash income and all other cash received by the GUC Trust; provided, however, that the GUC Trust may, to the extent consistent with applicable law as to liquidating trusts (including, but not limited to, guidance arising under or otherwise in connection with Revenue Procedure 82-58, 1982-2 C.B. 847, as amplified by Revenue Procedure 91-15, 1991-1 C.B. 484 and Revenue Procedure 94-45, 1994-2 C.B. 684), retain such amounts (i) as are reasonably necessary to meet contingent liabilities (including Disputed Class B Unit Claims) and to maintain the value of the Trust Assets during the term of the GUC Trust, (ii) to pay reasonable administrative expenses including, without limitation,

the compensation and the reimbursement of reasonable, actual and necessary costs, fees (including attorneys' fees) of the Trust Management and Trust Agents, and (iii) to satisfy all other liabilities incurred or assumed by the GUC Trust (or to which the Trust Assets are otherwise subject) in accordance with the Plan, the Confirmation Order, and the GUC Trust Documents; and (b) the GUC Trust may withhold and/or pay to the appropriate Tax Authority from amounts distributable from the GUC Trust to any holder of an Allowed GUC Trust Eligible Claim any and all amounts as may be sufficient to pay the maximum amount of any Tax or other charge that has been or might be assessed or imposed by any law, regulation, rule, ruling, directive, or other governmental requirement on such holder or the GUC Trust with respect to the amount to be distributed to such holder. The GUC Trustee shall determine such maximum amount to be withheld by the GUC Trust in its reasonable discretion and shall cause the GUC Trust to distribute to such holder any excess amount withheld. All such amounts withheld and paid to the appropriate Tax Authority (or reserved pending resolution of the need to withhold) shall be treated as amounts distributed on account of such Claims for all purposes of this Trust Agreement.

9.10 Setoff Rights. The GUC Trust may, but shall not be required to, setoff against or recoup from the holder of any Allowed GUC Trust Eligible Claim on which payments or other distributions are to be made hereunder, claims or defenses of any nature that the GUC Trust may have against such Person. However, neither the failure to do so, nor the Allowance of any Claim, shall constitute a waiver or release of any such claim, right of setoff or right of recoupment against the holder of such Allowed GUC Trust Eligible Claim.

9.11 No Distributions Pending Allowance. If a Claim or any portion of a Claim is Disputed, no payment or distribution shall be made on account of any portion of such Claim unless and until all objections to such Claim are resolved by Final Order or as otherwise provided by the GUC Trust Documents.

9.12 Unclaimed and Undeliverable Distributions. In the event that any distribution to any holder of GUC Trust Eligible Claims is returned as undeliverable, no distribution to such holder shall be made unless and until the GUC Trust has determined the then-current address of such holder, at which time such distribution shall be made to such holder without interest; provided that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six (6) months from the time the distribution is made. After such date, all unclaimed property or interests in property shall revert to the applicable disbursement account of the GUC Trust without need for a further order by the Bankruptcy Court, to be made available to other GUC Trust Beneficiaries (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any holder to such returned property or Interest in property, as well as such holder's GUC Trust Eligible Claim, shall be discharged and forever barred.

9.13 Minimum Cash Distributions. The GUC Trust shall not be required to make any distribution of Cash less than twenty dollars (\$20) to any GUC Trust Beneficiary.

9.14 General Counsel. To facilitate, among other things, continuity of professionals and efficient and effective access to information and work product for the benefit of the GUC Trust, the GUC Trust shall retain Kramer Levin Naftalis & Frankel LLP ("**Kramer Levin**") as general counsel to the GUC Trust, and may retain other professionals previously engaged by the Creditors'

Committee (or members of the Creditors' Committee) as may be necessary for the operation of the GUC Trust or pursuit of the Transferred Litigations and the Transferred Insurance Rights; provided that the foregoing shall not preclude the GUC Trust from retaining Kramer Levin (or any other former professionals to the Creditors' Committee or its members) in connection with any of the Transferred Litigations and the Transferred Insurance Rights.

ARTICLE X

DELAWARE TRUSTEE

10.1 Appointment. The Delaware Trustee shall act solely for the purpose of complying with the requirement of section 3807 of the Trust Act, and its powers and obligations hereunder shall have become effective upon the Effective Date.

10.2 Powers.

10.2.1 Notwithstanding any provision hereof to the contrary, the duties and responsibilities of the Delaware Trustee shall be limited solely to (i) accepting legal process served on the GUC Trust in the State of Delaware and (ii) the execution of any certificates required to be filed with the office of the Delaware Secretary of State that the Delaware Trustee is required to execute under section 3811 of the Trust Act (including without limitation the Certificate of Trust). Except as provided in the foregoing sentence, the Delaware Trustee shall have no management responsibilities or owe any fiduciary duties to the GUC Trust, the GUC Trustee, the GUC Trust Oversight Board, the GUC Trust Beneficiaries, or any other Person receiving a distribution from the GUC Trust hereunder. The filing of the Certificate of Trust with the Secretary of State of the State of Delaware as provided under the Trust Act is hereby ratified.

10.2.2 By its execution hereof, the Delaware Trustee accepts the trusteeship of the GUC Trust on the terms set forth herein. The Delaware Trustee shall not have any duty or liability with respect to the administration of the GUC Trust (except as otherwise expressly set forth in Section 10.2.1 hereof), the investment of the Trust Assets or the distribution of the Trust Assets to the Unitholders, and no such duties shall be implied. The Delaware Trustee shall not be liable for the acts or omissions of the GUC Trustee, the GUC Trust Oversight Board, the Trust Management, or any Trust Agent, nor shall the Delaware Trustee be liable for supervising or monitoring the performance of the duties and obligations of the GUC Trustee, the GUC Trust Oversight Board, the Trust Management, any Trust Agent, or any other Person (including, without limitation, any affiliate of the Delaware Trustee appointed to act as a custodian or otherwise hereunder) under this Trust Agreement. The Delaware Trustee shall not be obligated to give any bond or other security for the performance of any of its duties hereunder. The Delaware Trustee shall not be personally liable under any circumstances, except for its own gross negligence, bad faith, or willful misconduct in the performance of its express duties under this Trust Agreement. Without limiting the foregoing:

- (a) the Delaware Trustee shall not be personally liable for any error of judgment made in good faith, except to the extent such error of judgment constitutes willful misconduct, bad faith, or gross negligence in the performance of its express duties under this Trust Agreement;

- (b) the Delaware Trustee shall not have any duty or obligation to manage or deal with the Trust Assets, or to otherwise take or refrain from taking any action under this Trust Agreement except as expressly provided in Section 10.2.1 hereof, and no implied trustee duties or obligations shall be deemed to be imposed on the Delaware Trustee;
- (c) no provision of this Trust Agreement shall require the Delaware Trustee to expend or risk its personal funds or otherwise incur any financial liability in the performance of its rights or powers hereunder if the Delaware Trustee has reasonable grounds to believe that the payment of such funds or adequate indemnity against such risk or liability is not reasonably assured or provided to it;
- (d) the Delaware Trustee shall not be personally liable for the validity or sufficiency of this Trust Agreement, the value or sufficiency of the Trust Assets, or for the due execution hereof by the other Parties hereto;
- (e) the Delaware Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party (including, for the avoidance of doubt, the GUC Trustee or the GUC Trust Oversight Board) as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect;
- (f) the Delaware Trustee may request the GUC Trustee to provide a certificate with regard to any fact or matter the manner of ascertainment of which is not specifically prescribed herein, and such certificate shall constitute full protection to the Delaware Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon;
- (g) in the exercise of its duties hereunder, the Delaware Trustee (i) may act directly or through agents or attorneys pursuant to agreements entered into with any of them and shall not be liable for the acts or omissions of any agents or attorneys selected by it in good faith, and (ii) may consult with counsel selected by it in good faith and employed by it, and it shall not be liable for anything done, suffered, or omitted in good faith by it in accordance with the advice or opinion of any such counsel;
- (h) the Delaware Trustee acts solely as Delaware Trustee hereunder and not in its individual capacity, and all persons having any claim against the Delaware Trustee by reason of the transactions contemplated by this Trust Agreement shall look only to the Trust Assets for payment or satisfaction thereof;
- (i) the Delaware Trustee shall not be personally liable for any representation, warranty, covenant, agreement, or indebtedness of the GUC Trust;
- (j) the Delaware Trustee shall not incur liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond, or other document or paper reasonably believed by it to be genuine and reasonably believed by it to be signed by the proper party or parties. As to any fact or matter the manner of ascertainment of which is not specifically prescribed herein,

the Delaware Trustee may for all purposes hereof rely on a certificate, signed by an officer of the GUC Trust, as to such fact or matter, and such certificate shall constitute full protection to the Delaware Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon;

- (k) the Delaware Trustee shall not be liable for punitive, exemplary, consequential, special, or other damages for a breach of this Trust Agreement under any circumstances; and
- (l) the Delaware Trustee shall have no duty, obligation or responsibility for any regulatory or other filings, including under the U.S. Corporate Transparency Act, as amended required to be made by the GUC Trust, if any.

10.3 Compensation. The Delaware Trustee shall be entitled to receive compensation out of the Trust Expenses Reserve for the services that the Delaware Trustee performs in accordance with this Trust Agreement and in accordance with such fee schedules as shall be agreed from time to time by the Delaware Trustee and the GUC Trust Oversight Board. The Delaware Trustee may also consult with counsel (who may be counsel for the GUC Trust) with respect to those matters that relate to the Delaware Trustee's role as the Delaware Trustee of the GUC Trust, and the reasonable legal fees incurred in connection with such consultation and any other reasonable out-of-pocket expenses of the Delaware Trustee shall be reimbursed out of the Trust Expenses Reserve.

10.4 Duration and Replacement. The Delaware Trustee shall serve for the duration of the GUC Trust or until the earlier of (i) the effective date of the Delaware Trustee's resignation, or (ii) the effective date of the removal of the Delaware Trustee. The Delaware Trustee may resign at any time by giving thirty (30) days written notice to the GUC Trust Oversight Board; provided, however, that such resignation shall not be effective until such time as a successor Delaware Trustee has accepted appointment. The Delaware Trustee may be removed with the Majority Consent of the GUC Trust Oversight Board, by providing thirty (30) days written notice to the Delaware Trustee; provided, however, that such removal shall not be effective until such time as a successor Delaware Trustee has accepted appointment. Upon the resignation or removal of the Delaware Trustee, the GUC Trust Oversight Board shall appoint a successor Delaware Trustee. The Delaware Trustee may petition the Bankruptcy Court for the appointment of a successor Delaware Trustee. Any successor Delaware Trustee appointed pursuant to this Section shall be eligible to act in such capacity in accordance with this Trust Agreement and, following compliance with this Section, shall become fully vested with the rights, powers, duties, and obligations of its predecessor under this Trust Agreement, with like effect as if originally named as Delaware Trustee. Any such successor Delaware Trustee shall notify the Delaware Trustee of its appointment by providing written notice to the Delaware Trustee and upon receipt of such notice, the Delaware Trustee shall be discharged of its duties herein. Any such successor Delaware Trustee shall also file an amendment to the Certificate of Trust as required by the Trust Act.

ARTICLE XI
THIRD PARTIES, LIMITATION
OF LIABILITY, AND INDEMNIFICATION

11.1 Parties Dealing with the GUC Trust. In the absence of actual knowledge to the contrary, any Entity dealing with the GUC Trust, the GUC Trustee, the GUC Trust Oversight Board, the Trust Management, or the Trust Agents shall be entitled to rely on the authority of the such parties to act in connection with the Trust Assets. No Entity that may deal with the GUC Trust, the GUC Trustee, the GUC Trust Oversight Board, the Trust Management, or the Trust Agents shall have any obligation to inquire into the validity or expediency or propriety of any transaction by such parties.

11.2 Limitation of Liability.

11.2.1 Notwithstanding anything in the GUC Trust Documents, the Plan or the Confirmation Order to the contrary, to the maximum extent provided for under the Trust Act, none of the GUC Trustee, the Oversight Board Members, the Delaware Trustee, the Trust Management, the Trust Agents, Creditors' Committee or its members, and the Indenture Trustees nor any of their respective principals, advisors, or professionals, each of the foregoing, in their capacity as such, shall be liable to the GUC Trust, any Unitholder, or any GUC Trust Beneficiary for any Claim arising out of, or in connection with, the creation, operation, or termination of the GUC Trust, including actions taken or omitted in fulfillment of such parties' duties with respect to the GUC Trust, nor shall such parties incur any responsibility or liability by reason of any error of law or of any matter or thing done or suffered or omitted to be done under this Trust Agreement, except as may be determined by Final Order to have arisen out of such party's gross negligence, bad faith, or willful misconduct (and, in the case of the Delaware Trustee, in the performance of its express duties under this Trust Agreement); provided that in no event will any such party be liable for punitive, exemplary, consequential, or special damages under any circumstances. Furthermore, none of the GUC Trustee, the GUC Trust Oversight Board, the Creditors' Committee or its members, the Indenture Trustees, the Delaware Trustee, the Trust Management, nor the Trust Agents, nor any of their respective principals, advisors, or professionals shall be liable to the GUC Trust, any Unitholder, or any GUC Trust Beneficiary for any action taken in good faith reliance upon the advice of the professionals retained by the GUC Trust to the maximum extent provided for under the Trust Act.

11.2.2 Upon the appointment of a successor GUC Trustee as provided in Section 8.2 hereof, or the appointment of a successor Delaware Trustee, the predecessor GUC Trustee, or the predecessor Delaware Trustee, as the case may be, and each of their respective accountants, agents, assigns, attorneys, bankers, consultants, directors, employees, executors, financial advisors, investment bankers, real estate brokers, transfer agents, independent contractors, managers, members, officers, partners, predecessors, principals, professional persons, representatives, affiliates, employers, and successors shall have no further liability or responsibility with respect thereto. A successor GUC Trustee or successor Delaware Trustee shall have no duty to examine or inquire into the acts or omissions of its immediate or remote predecessor, and no successor GUC Trustee or successor Delaware Trustee shall be in any way liable for the acts or omissions of any predecessor GUC Trustee or predecessor Delaware Trustee, unless such party expressly assumes such responsibility. A predecessor GUC Trustee or

predecessor Delaware Trustee shall have no liability for the acts or omissions of any immediate or subsequent successor GUC Trustee or successor Delaware Trustee for any events or occurrences subsequent to the cessation of its role.

11.2.3 None of the GUC Trustee, the Oversight Board Members, the Delaware Trustee, the Trust Management, nor the Trust Agents, when acting in such capacities, shall be subject to any personal liability whatsoever, whether in tort, contract, or otherwise, to any Person, other than the GUC Trust or the GUC Trust Beneficiaries, in connection with the affairs of the GUC Trust to the fullest extent provided under section 3803 of the Trust Act, and all Persons claiming against any of the GUC Trustee, the Oversight Board Members, the Delaware Trustee, the Trust Management, or the Trust Agents, or otherwise asserting Claims of any nature in connection with affairs of the GUC Trust, shall look solely to the Trust Assets for satisfaction of any such Claims.

11.2.4 Except as expressly provided herein, nothing in the GUC Trust Documents shall be, or be deemed to be, an assumption, covenant, or agreement to assume or accept, any liability, obligation, or duty, (x) by the GUC Trustee, the Oversight Board Members, the Delaware Trustee, the Trust Management, and the Trust Agents of any of the liabilities, obligations, or duties of the Post-Emergence Entities or (y) by the Debtors, the Post-Emergence Entities, or any Released Party of any of the liabilities, obligations, or duties of the GUC Trust, the GUC Trustee, the Oversight Board Members, the Delaware Trustee, the Trust Management, or the Trust Agents. For the avoidance of doubt, none of the Debtors nor any Post-Emergence Entity shall have any liability or obligation with respect to indemnification or reimbursement under this Trust Agreement.

11.3 Indemnification.

11.3.1 The GUC Trustee, the Oversight Board Members, the Delaware Trustee, the Trust Management, and the Trust Agents, and their respective affiliates, consultants, agents, attorneys, accountants, financial advisors, beneficiaries, estates, employees, officers, directors, principals, managers, members, professionals, and other representatives, of each of the foregoing, each in their capacity as such, as the case may be, and any of such parties' successors and assigns (all such Entities so entitled to indemnification, collectively, the "**Covered Parties**") shall be indemnified and held harmless, to the fullest extent permitted by law by the GUC Trust from and against any and all losses, claims, Taxes, damages, reasonable expenses, and liabilities (including liabilities under state or federal securities laws) of any kind and nature whatsoever (the foregoing, the "**Liabilities**"), to the extent that such expenses arise out of or are imposed upon or asserted against such indemnified persons with respect to the creation, operation, or termination of the GUC Trust or the execution, delivery, or performance of this Trust Agreement or the transactions contemplated hereby and shall not be liable for actions taken or omitted in such capacity, on behalf of, or in fulfillment of their duties with respect to, the GUC Trust, except those acts or omissions that are determined by Final Order to have arisen out of such party's gross negligence, bad faith, or willful misconduct (and, in the case of the Delaware Trustee, in the performance of its express duties under this Trust Agreement), and each shall be entitled to be indemnified, held harmless, and reimbursed for fees and expenses including, without limitation, reasonable attorneys' fees, which such persons and entities may incur or may become subject to or in connection with any action, suit, proceeding, or investigation that is brought or threatened against such persons or entities regarding the implementation or administration of the GUC Trust Documents or the discharge of their respective duties hereunder or thereunder or in respect thereof, except for any actions or inactions that are

determined by Final Order to have arisen out of their own gross negligence, bad faith, or willful misconduct (and, in the case of the Delaware Trustee, in the performance of its express duties under this Trust Agreement).

11.3.2 The Covered Parties shall be entitled to obtain advances from the GUC Trust to cover their reasonable expenses of defending themselves in any action threatened or brought against them as a result of the acts or omissions, actual or alleged, of any such party in its capacity as such; provided, however, that the Covered Parties receiving such advances shall undertake to, and shall, repay the amounts so advanced to the GUC Trust immediately upon the entry of a Final Order finding that such parties were not entitled to any indemnity under the provisions of this Section. The GUC Trustee, in consultation with the GUC Trust Oversight Board, may determine to establish a reserve in respect of such advances.

11.3.3 Any claim of the Covered Parties to be indemnified, held harmless, or reimbursed shall be satisfied solely from the Trust Assets, bonds (if any) or any applicable insurance that the GUC Trust has purchased, as provided in Section 7.3.2(r) hereof. The rights of the Covered Parties under this Section shall survive the resignation or removal of any GUC Trustee or the Delaware Trustee, and the termination of this Trust Agreement. For the avoidance of doubt, the rights of the Covered Parties under this Section 11.3 are in addition to, and shall in no way limit, the rights of any Person otherwise entitled to indemnification pursuant to Section 2.4.2 hereof.

ARTICLE XII DURATION OF TRUST

12.1 Duration and Termination.

12.1.1 This Trust Agreement shall remain and continue in full force and effect until the GUC Trust is terminated in accordance with the provisions of this Trust Agreement. In the event of the termination of the Trust, the enforceability, efficacy, scope, and terms of the GUC Releases and the Covenant Not to Collect with respect to the Released Parties pursuant to the Plan shall be unaffected.

12.1.2 The GUC Trust shall dissolve upon the date that is the earliest to occur of: (i) the distribution of all Trust Assets pursuant to the GUC Trust Documents, the Plan and the Confirmation Order, (ii) the determination of the GUC Trust Oversight Board that the administration of the Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit, or (iii) all the distributions required to be made under this Trust Agreement have been completed. In no event shall the GUC Trust dissolve later than five (5) years from the Effective Date, unless the Bankruptcy Court, upon a motion made no later than ninety (90) days prior fifth (5th) anniversary of the Effective Date (or no later than ninety (90) days prior to the end of an extension period), determines that a fixed-period extension is necessary to facilitate or complete the recovery and liquidation of the Trust Assets (without the need for a favorable private letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the trust as a liquidating trust for United States federal income tax purposes); provided, however, that in the event a motion seeking such an extension has been filed but not yet ruled on by the Bankruptcy Court, the term of the GUC Trust shall be automatically extended to such date that the Bankruptcy Court enters an order with respect to such motion; provided further,

however, that in the event the Chapter 11 Cases are closed prior to the dissolution of the GUC Trust, the GUC Trust Board may approve such extension without the need for an order of any court. Upon dissolution, the GUC Trustee shall wind up and liquidate the GUC Trust in accordance with section 3808 of the Trust Act and, at the written direction of the GUC Trust Oversight Board, the Delaware Trustee and the GUC Trustee shall file a Certificate of Cancellation in accordance with section 3810(d) of the Trust Act and thereupon this Trust Agreement shall terminate.

12.1.3 If at any time the GUC Trustee, with the consent of the GUC Trust Oversight Board, determines, in reliance upon the GUC Trust's professionals, that the expense of administering the GUC Trust, including the making of a final distribution to the Unitholders, is likely to exceed the value of the assets remaining in the GUC Trust, the GUC Trustee at the direction of the GUC Trust Oversight Board may, without the need to obtain approval from the Bankruptcy Court, (i) reserve any amounts necessary to dissolve the GUC Trust, (ii) donate any balance to an organization selected by the GUC Trust Oversight Board which is described in section 501(c)(3) of the Tax Code and exempt from United States federal income tax under section 501(a) of the Tax Code, as provided in Section 12.4 hereof, and (iii) dissolve the GUC Trust.

12.2 Post-Termination. After the dissolution of the GUC Trust and solely for the purpose of liquidating and winding up the affairs of the GUC Trust, the GUC Trustee and the GUC Trust Oversight Board shall continue to act as such until their duties have been fully performed. Upon distribution of all the Trust Assets, the GUC Trustee shall designate a Trust Agent to retain all books and records pertaining to the GUC Trust that have been delivered to or created by the GUC Trust, subject to the provisions of Section 12.3 hereof.

12.3 Destruction of Books and Records. If so determined by the GUC Trustee with the consent of the GUC Trust Oversight Board, or absent such determination, in the discretion of the Trust Agent appointed pursuant to Section 12.1 hereof, all books and records pertaining to the GUC Trust that have been delivered to or created by the GUC Trust may be destroyed at any time following (x) the date that is six (6) years after the final distribution of Trust Assets (unless such records and documents are necessary to fulfill the GUC Trust's remaining obligations) subject to the terms of any joint prosecution and common interests agreement(s) to which the GUC Trust may be a party, or (y) such earlier date determined by the GUC Trustee with the consent of the GUC Trust Oversight Board with respect to specific books and records of the GUC Trust upon a determination that such books and records were no longer used or useful for the continued conduct of the business and affairs of the GUC Trust, that such books and records were not relevant to any Claims that previously had been or might reasonably in the future be brought against the GUC Trust and that the cost of continuing to maintain such books and records was materially depleting the Trust Assets.

12.4 Discharge. Except as otherwise specifically provided herein, upon the final distribution of Trust Assets and the filing by the Delaware Trustee and the GUC Trustee of a Certificate of Cancellation with the Secretary of State of the State of Delaware, the Delaware Trustee, and the GUC Trustee and the Oversight Board Members shall be deemed discharged and have no further duties or obligations hereunder, the Units shall be cancelled and the GUC Trust will be deemed to have been dissolved. In the event that there are Trust Assets remaining at the termination of the GUC Trust, the GUC Trust Oversight Board shall cause to be donated such Trust

Assets to a charitable organization of the GUC Trust Oversight Board's choice described in section 501(c)(3) of the Tax Code and exempt from United States federal income tax under section 501(a) of the Tax Code, as provided in Section 12.1.3 hereof.

12.5 No Termination by GUC Trust Beneficiaries. The GUC Trust may not be terminated at any time by the GUC Trust Beneficiaries.

ARTICLE XIII TAX MATTERS

13.1 Tax Treatment.

13.1.1 For all United States federal income tax purposes, all parties (including, without limitation, the Post-Emergence Entities, the GUC Trustee, the GUC Trust Oversight Board, the GUC Trust Beneficiaries, and the Unitholders) shall treat the transfer of the Trust Assets to the GUC Trust as:

- (a) a transfer of the Trust Assets (subject to any obligations relating to those assets) directly to Unitholders, other than Trust Assets that will be distributed pursuant to Article VI (with respect to which the GUC Trust shall be deemed to be acting in the capacity of a Disbursement Agent) or that are allocable to Disputed GUC Trust Eligible Claims (which shall be treated as a transfer of such assets to the Class B Disputed Claims Reserve based on the number of Class B Units held therein), followed by
- (b) the transfer by such Unitholders to the GUC Trust of such Trust Assets in exchange for the Units (or, with respect to the Distribution Sub-Trusts, as the transfer by the beneficiaries of the Distribution Sub-Trusts to the Distribution Sub-Trusts of such Trusts Assets in exchange for beneficial interests therein, followed by the transfer of such Trust Assets by the Distribution Sub-Trusts to the GUC Trust in exchange for beneficial interests therein).

13.1.2 Accordingly, those holders of Allowed GUC Trust Eligible Claims receiving Units shall be treated for United States federal income tax purposes as the grantors and owners of their respective shares of the Trust Assets (other than Trust Assets that will be distributed pursuant to Article VI or that are allocable to Disputed GUC Trust Eligible Claims). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

13.1.3 For all United States federal income tax purposes, all parties (including, without limitation, the Post-Emergence Entities, the GUC Trust, the GUC Trustee, the GUC Trust Oversight Board, the GUC Trust Beneficiaries, and the Unitholders) shall treat each Distribution Sub-Trust as a qualified settlement fund within the meaning of Treasury Regulation 1.468B-1, and shall take no action inconsistent with such treatment unless required by applicable laws.

13.1.4 For all United States federal income tax purposes, all parties (including, without limitation, the Post-Emergence Entities, the GUC Trust, the GUC Trustee, the GUC Trust Oversight Board, the GUC Trust Beneficiaries, and the Unitholders) shall treat the Class B

Disputed Claims Reserve as a disputed ownership fund within the meaning of Treasury Regulation section 1.468B-9, and shall take no action inconsistent with such treatment unless required by applicable laws.

13.2 Canadian Tax Matters

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

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

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

13.3 Tax Reporting.

13.3.1 The GUC Trust shall file Tax Returns treating the GUC Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a) and in accordance with the GUC Trust Documents, the Plan and the Confirmation Order. The GUC Trust also shall annually send (or otherwise make available) to each holder of a beneficial interest in the GUC Trust a separate statement setting forth the holder's share of items of income, gain, loss, deduction, or credit and will instruct all such holders to report such items on their United States federal income tax returns or to forward the appropriate information to their respective beneficial holders with instructions to report such items on their United States federal income tax returns. The GUC Trust also shall file (or cause to be filed) any other statements, returns, or disclosures relating to the GUC Trust that are required by any Governmental Unit or Tax Authority.

13.3.2 Allocation of GUC Trust items of income, gain, loss, deduction, or credit among the Unitholders shall be made Pro Rata (including Units held in the Class B Disputed Claims Reserve).

13.3.3 The GUC Trust may request an expedited determination of Taxes of the GUC Trust, including the Class B Disputed Claims Reserve, under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the GUC Trust for all taxable periods through the dissolution of the GUC Trust.

13.4 Tax Payment. The GUC Trust shall be responsible for the payment, out of the Trust Expenses Reserve, of any Taxes imposed on the GUC Trust or the Trust Assets, including the Class B Disputed Claims Reserve, but excluding the Distribution Sub-Trusts, and each Distribution Sub-Trust shall be responsible for the payment of any Taxes imposed on such Distribution Sub-Trust or the assets held thereby. In the event, and to the extent, that any Cash retained on account of Disputed GUC Trust Eligible Claims in the Class B Disputed Claims Reserve is insufficient to pay any portion of such Taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, such respective classes of Disputed GUC

Trust Eligible Claims, such Taxes shall be (x) reimbursed from any subsequent Cash amounts retained on account of the respective class of Disputed GUC Trust Eligible Claims or (y) to the extent such Disputed GUC Trust Eligible Claims subsequently have been resolved, deducted from any amounts distributable by the GUC Trust as a result of the resolutions of such Disputed GUC Trust Eligible Claims. For the avoidance of doubt, the Persons responsible for administering the Distribution Sub-Trusts (and not the GUC Trust) shall be responsible for the payment, out of any reserves established by the Distribution Sub-Trusts therefor, of any Taxes imposed on the Distribution Sub-Trusts.

ARTICLE XIV MISCELLANEOUS

14.1 Governing Law. This Trust Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (excluding conflict of laws rules), including all matters of validity, construction, and administration; provided, however, that the following shall not be applicable to the GUC Trust, the Delaware Trustee, the GUC Trustee, the GUC Trust Oversight Board, or this Trust Agreement, (a) the provisions of section 3540 of Title 12 of the Delaware Code and (b) any provisions of the laws (statutory or common) of the State of Delaware pertaining to trusts that relate to or regulate, in a manner inconsistent with the terms hereof, (i) the filing with any court or governmental body or agency of trustee accounts or schedule of trustee fees and charges, affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust, the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property, (ii) fees or other sums payable to trustees, officers, agents, or employees of a trust, (iii) the allocation of receipts and expenditures to income and principal, (iv) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding or investing trust assets, or (v) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees.

14.2 Jurisdiction. During the pendency of the Chapter 11 Cases the Bankruptcy Court shall have jurisdiction regarding the GUC Trust, the GUC Trustee, the GUC Trust Oversight Board, and the Trust Assets, including the determination of all disputes arising out of or related to administration of the GUC Trust, and following the Effective Date, while the Bankruptcy Cases remain open, shall have continuing jurisdiction and venue to hear and finally determine all disputes and related matters arising out of or related to this Trust Agreement or the administration of the GUC Trust; provided, however, that (i) notwithstanding anything to the contrary in this Section or elsewhere in this Trust Agreement, the GUC Trust shall have the power and authority to bring (or cause to have brought) any action in any court of competent jurisdiction to prosecute any Cause of Action belonging to the GUC Trust; and (ii) to the extent that this Trust Agreement contains express provisions for resolution of disputes, including through the GUC Trust Claims Resolution Procedures, those provisions shall govern with respect to the indicated subject matter thereof, without the intervention of or appeal to the Bankruptcy Court, except as may otherwise be set forth in such provisions. For the avoidance of doubt, any dispute between the GUC Trust and any of the Released Parties (as defined in the Plan) shall not be subject to the GUC Trust Claims Resolution Procedures and such dispute shall be adjudicated by the Bankruptcy Court. The Parties hereto expressly consent to the Bankruptcy Court hearing and exercising such judicial power as is necessary to finally determine all such disputes and matters. If the Bankruptcy Court abstains

from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to this Trust Agreement, then the provisions of this Trust Agreement shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court of competent jurisdiction with respect to such matter, and all applicable references in this Trust Agreement to an order or decision of the Bankruptcy Court shall instead mean an order or decision of such other court of competent jurisdiction. For the avoidance of doubt, nothing herein is intended to confer upon the Bankruptcy Court jurisdiction inconsistent with applicable law, including with respect to the Transferred Litigations or other Causes of Action constituting Trust Assets.

14.3 Confidentiality. The GUC Trustee, the Oversight Board Members, the Trust Management, and the Trust Agents, and their respective former and current officers, former and current directors, former and current principals, current and former partners, current and former members, managers, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, and other professionals, and the employees of each of the foregoing, each solely in its capacity as such (each of the foregoing, the “**Confidentiality Parties**”), shall hold strictly confidential and not use for personal gain any material, non-public information of which they have become aware in their capacity as a Confidentiality Party of or pertaining to GUC Trust, the GUC Trust Beneficiaries, the Unitholders or the Trust Assets; provided, however, that such information may be disclosed if—

- (a) it is now or in the future becomes generally available to the public other than as a result of a disclosure by any of the Confidentiality Parties;
- (b) such disclosure is required of any of the Confidentiality Parties pursuant to legal process, including subpoena or other court order or other applicable laws or regulations (in which case the applicable Confidentiality Parties shall seek to file or provide such information under seal or otherwise subject to appropriate protections against further disclosure); or
- (c) the GUC Trustee or the GUC Trust Oversight Board, as the case may be, determines that such disclosure is reasonably necessary to carry out the purposes of the GUC Trust.

14.4 Entire Trust Agreement. This Trust Agreement, including the Exhibits and Schedules attached hereto, the other GUC Trust Documents, and the Plan and Confirmation Order, contain the entire agreement among the Parties and supersede all prior and contemporaneous agreements or understandings among the Parties with respect to the subject matter hereof. For the avoidance of doubt, to the extent holders of Allowed GUC Trust Eligible Claims that would otherwise be entitled to receive Units have established or in the future establish trusts or other entities or vehicles to facilitate a recovery on such Claims with respect to their Units or for other purposes, the agreements governing such trusts or other entities or vehicles, and the Sub-Trust Agreement, shall not limit or impose requirements in any way on the GUC Trust, the GUC Trustee, the GUC Trust Oversight Board, or any other employee, agent, or representative of the GUC Trust, and to the extent there is any conflict between the provisions of such agreements and this Trust Agreement, this Trust Agreement shall have controlling effect.

14.5 Named Party. In pursuing any Cause of Action, including the Transferred Litigation, or in disposing of any Trust Assets, or otherwise administering the GUC Trust or any Trust Assets, including, without limitation, the execution of documents, such as bills of sale, releases, and agreements, the GUC Trustee may authorize the pursuit of such matters and/or execution of any such documents in the name of “Endo GUC Trust” or in such other names or such representative capacities as necessary or appropriate.

14.6 Notices. Any notice or other communication required or permitted to be made under this Trust Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered personally or by facsimile, sent by nationally recognized overnight delivery service, or mailed by first-class mail, return receipt requested, postage prepaid, or transmitted by hand delivery (if receipt is confirmed) addressed as follows:

If to the Delaware Trustee:

UMB Delaware Inc.
405 Silverside Road, Suite 101
Wilmington, DE 19809
Attention: Corporate Trust – Endo GUC Trust
Email: Kristin.Moore@umb.com

If to the GUC Trust:

Matthew Dundon
Ten Bank Street, Suite 1100
White Plains, NY 10606
Attention: Endo GUC Trustee

with copies to

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attention: Kenneth H. Eckstein
Rachael L. Ringer
Megan M. Wasson
Email: keckstein@kramerlevin.com
rringer@kramerlevin.com
mwasson@kramerlevim.com

If to Purchaser Parent or the Purchaser Entities:

Endo, Inc.
1400 Atwater Drive
Malvern, PA 19355
Attention: Chief Legal Officer

with copies to

Gibson, Dunn & Crutcher LLP
200 Park Ave
New York, New York 10166
Attention: Michael J. Cohen
Joshua K. Brody
Andrew D. Friedman
Christina Brown
Email: MCohen@gibsondunn.com
JBrody@gibsondunn.com
AFriedman@gibsondunn.com
Christina.brown@gibsondunn.com
EndoTrusts@gibsondunn.com

If to the Plan Administrator on behalf of the Remaining Debtors:

Redan Advisors LLC
5330 Carmel Crest Ln
Charlotte, NC 28226
Attention: Patrick J. Bartels
Email: patrick@redanadvisors.com
Tel: (917) 680-4348

with copies to

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Attention: Lisa Laukitis
Evan A. Hill
Jamie Brumberger
Daniel Kennedy
Email: lisa.laukitis@skadden.com
evan.hill@skadden.com
jamie.brumberger@skadden.com
daniel.kennedy@skadden.com

14.7 Successors and Assigns. This Trust Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns.

14.8 Cumulative Rights and Remedies. The rights and remedies provided in this Trust Agreement are cumulative and not exclusive of any rights and remedies under law or in equity.

14.9 No Execution. All Trust Assets shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a GUC Trust Beneficiary, and no GUC Trust Beneficiary or any other Entity can execute upon, garnish, or attach the GUC Trust or any of

the Trust Assets in any manner or compel payment from the GUC Trust except by Final Order. All distributions of Trust Assets to GUC Trust Beneficiaries shall be pursuant to the GUC Trust Documents, the Plan and the Confirmation Order.

14.10 Amendment. This Trust Agreement (including all Exhibits and Schedules hereto) may be amended with the Supermajority Consent of the GUC Trust Oversight Board; provided, however, that Bankruptcy Court approval shall be required for any changes or amendments to this Trust Agreement that are inconsistent with the terms of the Plan or Confirmation Order, and no changes or amendments to this Trust Agreement shall impair, modify, or otherwise affect the efficacy, enforceability, scope and/or terms of the GUC Releases or the Covenant Not To Collect pursuant to the Plan and the Confirmation Order. Notwithstanding the other provisions of this Section, no amendments to this Trust Agreement shall be inconsistent with the purpose and intention of the GUC Trust to liquidate in an orderly manner the Trust Assets (which will maximize the value of such assets) in accordance with Treasury Regulations section 301.7701-4(d). In the event that the GUC Trust shall fail or cease to qualify as a liquidating trust in accordance with Treasury Regulations section 301.7701-4(d), this Trust Agreement may be amended with the Majority Consent of the GUC Trust Oversight Board, to the extent necessary to take such action as the GUC Trust Oversight Board deems appropriate to have the GUC Trust reclassified for United States federal income tax purposes in a manner that minimizes, to the extent practicable, any adverse United States federal income tax implications resulting from such failure or cessation to qualify as a liquidating trust in accordance with Treasury Regulations section 301.7701-4(d); provided, however, that nothing herein shall be construed as permitting the GUC Trust to be classified as a publicly traded partnership under section 7704 of the Tax Code. Any amendment that has a direct adverse effect on any Indenture Trustee Charging Lien or payment of any Indenture Trustee Expenses shall require the consent of the applicable Indenture Trustee. Any amendment to this Trust Agreement shall be posted on the Trust Website as promptly as practicable after the adoption thereof. Any amendment to this Trust Agreement that impacts the rights, indemnities, immunities, obligations or privileges of the Delaware Trustee shall require the written consent of the Delaware Trustee, which may be withheld in its sole discretion.

14.11 Rule 2004. The GUC Trust shall be authorized to conduct Rule 2004 examinations (as defined in the Bankruptcy Rules), to the fullest extent permitted thereunder, to investigate the Transferred Insurance Rights, the Transferred Litigations or any other related Causes of Action.

14.12 Third-Party Beneficiaries. Notwithstanding anything to the contrary herein, the Excluded D&O Parties shall be deemed to be third-party beneficiaries of this Trust Agreement with respect to any provision relating to the Covenant Not To Collect. Except as explicitly provided herein, no Person, including, for the avoidance of doubt, the beneficiaries of the Distribution Sub-Trusts, shall be a third-party beneficiary to this Trust Agreement.

14.13 Waiver. No failure by any party hereto to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power, or privilege.

14.14 Severability. If any term, provision, covenant, or restriction contained in this Trust Agreement is held by Final Order to be invalid, void, unenforceable, or against its regulatory

policy, the remainder of the terms, provisions, covenants, and restrictions contained in this Trust Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

14.15 Further Assurances. Without limitation of the generality of Section 2.4 hereof, the Parties hereto agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes and provide for the full implementation of this Trust Agreement and the pertinent provisions of the GUC Trust Documents, and to consummate the transactions contemplated hereby.

14.16 Counterparts and Facsimile Signatures. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed and shall be of the same force and effect as an original, but such counterparts shall together constitute one and the same instrument. A facsimile or portable document file (PDF) signature of any party shall be considered to have the same binding legal effect as an original signature.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Trust Agreement as of the day and year written above.

Endo International plc, on behalf of itself and the other Debtors

By: 
Name: Deanna Voss
Title: Assistant Secretary

Endo, Inc.

By: 
Name: Deanna Voss
Title: Assistant Secretary

UMB Delaware Inc., as Delaware Trustee

By: _____
Name:
Title:

Matthew J. Dundon, as GUC Trustee

IN WITNESS WHEREOF, the Parties hereto have executed this Trust Agreement as of the day and year written above.

Endo International plc, on behalf of itself and the other Debtors

By: _____
Name:
Title:

Endo, Inc.

By: _____
Name:
Title:

UMB Delaware Inc., as Delaware Trustee

By:  _____
Name: Kristin L. Moore
Title: President

Matthew J. Dundon, as GUC Trustee

IN WITNESS WHEREOF, the Parties hereto have executed this Trust Agreement as of the day and year written above.

Endo International plc, on behalf of itself and the other Debtors

By: _____
Name:
Title:

Endo, Inc.

By: _____
Name:
Title:

UMB Delaware Inc., as Delaware Trustee

By: _____
Name:
Title:



Matthew J. Dandon, as GUC Trustee

Schedule 1

Trust Assets Allocation Schedule

Trust Asset	Unit Class A	Unit Class B	Mesh Claims Trust	Ranitidine Claims Trust	Reverse Payment Claims Trust	Generics Price Fixing Claims Trust	Purchaser Entities Interest
GUC Trust Cash Consideration ¹	\$23,300,000 ²	\$2,000,000	\$2,000,000	\$200,000	\$6,500,000	\$16,000,000	N/A
Transferred Litigations	93.09%	1.80%	1.75%	N/A	3.36%	N/A	Up to 5% of proceeds in excess of \$100 million, subject to an aggregate cap of \$2.2 million.
Transferred Insurance Rights ³	93.09%	1.80%	1.75%	N/A	3.36%	N/A	
Mesh Products Liability Tower ⁴	47.37%	0.92%	50%	N/A	1.71%	N/A	N/A
Ranitidine Products Liability Tower ⁵	74.47%	1.44%	1.40%	20%	2.69%	N/A	N/A

¹ Assumes \$10 million is used to fund the Trust Expenses Reserve.

² Subject to upward adjustment for Budget Savings as set forth in the definition of “GUC Trust Cash Consideration” in the Plan. Indenture Trustee Expenses will be deducted from this amount.

³ Excludes 50% interest in Mesh Products Liability Tower allocable to the Mesh Claims Trust and 20% interest in Ranitidine Products Liability Tower allocable to the Ranitidine Claims Trust.

⁴ Proceeds of Mesh Products Liability Tower allocable to the Mesh Claims Trust shall not be net of expenses.

⁵ Proceeds of Ranitidine Products Liability Tower allocable to the Ranitidine Claims Trust shall not be net of expenses.

Exhibit A

Cooperation Agreement

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

ENDO INTERNATIONAL plc, et al.,
Debtors.

Chapter 11

Case No. 22-22549 (JLG)

(Jointly Administered)

GUC TRUST-PURCHASER COOPERATION AGREEMENT

In connection with the *Fourth Amended Joint Chapter 11 Plan of Endo International plc and its Affiliated Debtors* [Docket No. 3849], including all exhibits and schedules thereto, and as the same may from time to time be amended or modified and as confirmed (the “**Plan**”) by order of the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) in the above-captioned cases (the “**Chapter 11 Cases**”), this agreement (the “**Agreement**”) is made, effective as of the Effective Date,¹ by and among (i) the trustee (the “**Trustee**”) of the Endo GUC Trust (the “**Trust**”) on behalf of the Trust,² and (ii) Purchaser Parent, on behalf of itself and the other Purchaser Entities (collectively, the “**Purchaser**”) (each, a “**Party**” and, collectively, the “**Parties**”).

RECITALS

WHEREAS, on March 24, 2023, the Debtors, the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases (the “**UCC**”), the Official Committee of Opioid Claimants appointed in the Chapter 11 Cases (the “**OCC**” and, together with the UCC, the “**Committees**”), and the Ad Hoc First Lien Group (as defined in the Stipulation) entered into that certain *Stipulation Among the Debtors, Official Committee of Unsecured Creditors, Official Committee of Opioid Claimants, and Ad Hoc First Lien Group Regarding Resolution of Joint Standing Motion and Related Matters* [Docket No. 1505], which attached, among other things, that certain UCC Resolution Term Sheet as Exhibit 1 (such stipulation, inclusive of all attachments, the “**Stipulation**”);

WHEREAS, the terms of the Stipulation were incorporated into the Plan;

WHEREAS, the Stipulation provided for the establishment of the Trust, and the Trust was established pursuant to Section 6.1 of the Plan;

¹ Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Plan.

² For the avoidance of doubt, any reference to an obligation of the Trust includes a reference to the Trustee, and any reference to an obligation of the Trustee includes a reference to the Trust.

WHEREAS, the Trust is responsible for processing, evaluating, reconciling, resolving, and making payments on account of certain claims (“**Claims Processing**”), as described in more detail in the GUC Trust Agreement and the Stipulation;

WHEREAS, the Plan is transferring or causing to be transferred to the Trust the GUC Trust Litigation Claims and the GUC Trust Insurance Rights, (the “**Assigned Claims and Rights**”), each and all as described in more detail in the Plan, the GUC Trust Agreement, and the Stipulation, which the Trust is entitled to pursue and/or prosecute at the sole discretion of the Trust; and

WHEREAS, the Trust may have certain quarterly, annual and tax reporting obligations (“**Reporting Obligations**”), as described in more detail in the GUC Trust Agreement;

NOW THEREFORE, in light of the above-stated premises, the mutual covenants contained herein, and for good and valuable consideration, the Parties agree as follows:

ARTICLE I TRANSFER OF TRUST RECORDS

Section 1.1. Purchaser shall, after a reasonable search (consistent with the requirements and standards of Federal Rules of Civil Procedure 26 and 34), collect, preserve, and transfer (or cause to be transferred) to the Trust all Documents³ and information that are in its possession, custody, or control, which are, in whole or in part, relevant to (i) Claims Processing, as requested in Exhibit A (“**Claim Records**”); (ii) the pursuit and/or prosecution of any GUC Trust Litigation Claim or the pursuit of any GUC Trust Insurance Rights, as requested in Exhibit B (“**Litigation and Insurance Materials**”); or (iii) the Trust’s Reporting Obligations, as requested in Exhibit C (“**Reporting Records**” and, collectively with Claim Records and Litigation and Insurance Materials, “**Trust Records**”). Notwithstanding anything to the contrary herein, this Agreement does not require Purchaser to transfer to the Trust any Document (a) that was produced to and/or is in the possession of the UCC or the Trust as of the date of any such request, (b) that is not a Trust Record, or (c) the transfer of which is restricted or limited by the terms of the Stipulation, the Plan, or the Confirmation Order.

- a. Purchaser shall provide the Trust with Trust Records on a rolling basis and shall substantially complete such transfer (i) with respect to the categories of Documents and information identified on Exhibit A, within 90 days of the Effective Date, and (ii) with respect to the categories of Documents and information identified on Exhibits B and C, within 180 days of the Effective Date (collectively, the “**Initial Transfer Period**”); *provided* that, before the search, collection, or transfer of Documents by Purchaser pursuant to this Agreement, the UCC shall provide to Purchaser an overview of Documents already produced to the UCC or the Trust by the Debtors or their Non-Debtor Affiliates prior to the Effective Date and the Trust

³ The term “**Document**” shall refer to documents, data, testing, information, compilations, physical evidence, correspondence, communications, written materials, records and writings of any type or description, however created, reproduced or retrieved, and in any form, including, without limitation, databases and computer/electronic files.

shall abstain from making any requests of Purchaser that have already been made of the Debtors or their Non-Debtor Affiliates, except to the extent that such request either (i) was unresponded to by the Debtors or their Non-Debtor Affiliates or (ii) is to confirm or supplement an identified response or identified production by the Debtors or their Non-Debtor Affiliates; *provided, further*, that the Parties shall work in good faith to adjust any deadlines in this Section 1.1.a in the event of a change in circumstance that was unforeseen by the Parties on the Effective Date.

- b. For a period of three years after the end of the Initial Transfer Period (the “**Supplemental Transfer Period**”), the Trust shall have the right to make additional requests for Documents or information that it believes constitute Trust Documents, and Purchaser shall, after a reasonable search (consistent with the requirements and standards of Federal Rules of Civil Procedure 26 and 34), collect, preserve, and transfer (or cause to be transferred) to the Trust all such requested Documents and information that are in its possession, custody, or control within 90 days of such request; *provided* that, the Parties shall work in good faith to adjust any deadlines in this Section 1.1.b in the event of a change in circumstance that was unforeseen by the Parties on the Effective Date.
- c. Purchaser shall preserve, or cause to be preserved, all Trust Records until the expiration of the Supplemental Transfer Period or, if later, the time necessary for Purchaser to complete the transfer of any Trust Records requested before the expiration of the Supplemental Transfer Period. For the avoidance of doubt, this Section 1.1.c requires Purchaser to preserve any materials requested by the Trust prior to the expiration of the Supplemental Transfer Period that are withheld by the Purchaser pursuant to Section 1.2.d.ii or Section 1.4, as well as any materials withheld by the Purchaser based on any provision of this Agreement that relieves the Purchaser from taking actions that would require the Purchaser to incur certain attorneys’ fees, until such materials are transferred to the Trust or the Parties agree that they cannot be so transferred.
- d. After the expiration of the Supplemental Transfer Period, the Trust shall continue to have the right to request Trust Records from Purchaser; *provided* that Purchaser shall have no obligation under Section 1.1.c to further preserve any Trust Records after the expiration of the Supplemental Transfer Period.
- e. Nothing in this Section 1.1 is a waiver of (i) the Trust’s rights or in any way limits the Trust’s ability to obtain Documents through any other available avenue including formal legal process and discovery, or of Purchaser’s rights or ability to object to any such legal process or discovery, or (ii) the Purchaser’s obligations to preserve and/or transfer Trust Records or any other Documents pursuant to subpoenas, discovery requests, or other legal process.

Section 1.2. Privileged Materials.

- a. Any attorney-client privilege, work-product protection, or other privilege or immunity (or any combination of the foregoing as the case may be), whether written

or oral (each, a “**Privilege**”) relating to Claims Processing, the Assigned Claims and Rights, or the Trust’s Reporting Obligations, including but not limited to any Privileges attaching to any Trust Record (collectively, all Documents subject to the foregoing Privileges shall be “**Privileged Materials**”), in each case, held by the Debtors, their Non-Debtor Affiliates, or by Purchaser shall be vested in the Trust upon the Effective Date. To the extent there are Privileged Materials in the possession of the Post-Emergence Entities (including but not limited to the Purchaser) on the Effective Date, the Privileges contained therein shall be shared with such entities while they are in the possession of such Materials. The Trust shall not need the consent of any other entity to waive a Privilege. To the extent a Privilege is shared, the applicable Post-Emergence Entities (including but not limited to the Purchaser) may assert such Privilege but may not unilaterally waive such Privilege without the Trust’s consent. This provision regarding the transfer of Privileges and Privileged Materials constitutes agreement (i) that the Trust is the successor-in-interest to the Debtors, their Non-Debtor Affiliates, and Purchaser with respect to Claims Processing, the Assigned Claims and Rights, and the Trust’s Reporting Obligations, (ii) that the Trust has the responsibility for Claims Processing, the Assigned Claims and Rights (including, without limitation, claims against all GUC Trust Insurance Policies and GUC Trust D&O Insurance Policies), and the Trust’s Reporting Obligations, and (iii) that there is otherwise a common legal interest between the Debtors, their Non-Debtor Affiliates, Purchaser, and the Trust in effectuating the Plan, including with respect to Claims Processing, the Assigned Claims and Rights, and the Trust’s Reporting Obligations (and, without limitation, maximizing insurance coverage).

- b. Any Privileged Materials transferred to the Trust may (but are not required to) be marked with a “Privileged” designation; *provided* that Purchaser shall use commercially reasonable efforts to ensure that Trust Records that are not subject to any of the foregoing Privileges are not inadvertently so designated.
- c. As of and following the Effective Date, the applicable Post-Emergence Entities (including but not limited to the Purchaser) and the Trust shall take any other necessary actions, if any, to transfer to and vest in the Trust all Privileges, including those embodied in Privileged Materials, relating to Claims Processing, the Assigned Claims and Rights, and the Trust’s Reporting Obligations.
- d. Notwithstanding anything to the contrary herein, Purchaser shall not be required, except by order of an appropriate court, to produce or make available for inspection:
 - i. any information that is not a Trust Record; or
 - ii. any Privileged Materials that cannot be transferred to the Trust without destroying such Privilege or that Purchaser does not have authority to waive or transfer (including, but not limited to, because the privilege is held jointly by Purchaser and a third-party); *provided that*, in the event that any Trust Records are withheld pursuant to this provision, the Purchaser shall (x) identify the Trust Records being withheld and the

reason they are not being produced or made available for inspection and (y) take any reasonable step that might enable (and work cooperatively with the Trust to enable) the Trust to obtain such Documents or information.

Section 1.3. To the extent any Document or information sought by the Trust that would reasonably be expected to constitute a Trust Record if in the possession, custody, or control of Purchaser is instead in the possession of a third-party (but not also in the possession, custody, or control of Purchaser), subject to the terms and limitations set forth in this Agreement, Purchaser shall provide reasonable cooperation to enable the Trust to obtain such Documents or information from the third-party for the purposes set forth in Section 1.5 below; *provided* that, to the extent Privileged Materials are subject to a Privilege shared between or among Purchaser and a third-party and are protected by the common interest or similar doctrine, Purchaser will use commercially reasonable efforts to secure any consent that may be required for the transfer of such Documents to the Trust in accordance with this Agreement; *provided* that Purchaser shall not be obligated to provide its consent if such consent would diminish or compromise the privileged status of such Privileged Materials; *provided, further*, that (a) the Trust shall reimburse Purchaser for any reasonable out-of-pocket costs and expenses⁴ actually incurred by Purchaser in connection with obtaining such consent but (b) Purchaser shall be relieved from its obligation to seek consent under this section in a particular instance if doing so in that instance would reasonably require Purchaser to incur attorneys' fees in excess of \$5,000, unless the Trust agrees (after being timely provided with a good faith estimate from Purchaser) to reimburse Purchaser for the reasonable attorneys' fees actually incurred in excess of \$5,000 in connection with such obligation.

Section 1.4. To the extent that any Trust Records are subject to a protective order or other confidentiality restriction or the Purchaser is otherwise under a legal obligation—including due to personal privacy or a contractual obligation—to refrain from providing a Trust Record to a third party, Purchaser shall undertake commercially reasonable efforts to produce such requested Trust Records, along with a copy of the protective order or other document setting forth such confidentiality restriction, and to obtain any requisite consents, to the extent permitted by, and subject to, any applicable protective orders, confidentiality restrictions, or personal privacy or contractual obligations; *provided* that (x) Purchaser shall not be obligated to take any action under this Agreement that would violate any law, regulation, court order, contractual obligation, or otherwise expose Purchaser to criminal and/or civil liability, (y) Purchaser shall not be in breach of this Agreement if it refrains from taking any action that it determines in good faith (including based on the advice of counsel) would violate any law, regulation, court order, contractual obligation, or otherwise expose Purchaser to criminal and/or civil liability, and (z) the Trust's rights to seek production under Section 1.7 or Section 3.11 with respect to any Documents withheld pursuant to clauses (x) and (y) are fully reserved; *provided, further*, that (a) the Trust shall reimburse Purchaser for any reasonable out-of-pocket costs and expenses actually incurred by Purchaser in connection with obtaining such aforementioned consent but (b) Purchaser shall be relieved from its obligation to seek such consent under this section in a particular instance if doing so in that instance would reasonably require Purchaser to incur attorneys' fees in excess of \$5,000,

⁴ For the avoidance of doubt, any reference to costs and expenses in this Agreement expressly excludes attorneys' fees.

unless the Trust agrees (after being timely provided with a good faith estimate from Purchaser) to reimburse Purchaser for the reasonable attorneys' fees actually incurred in excess of \$5,000 in connection with such obligation. In the event that any Trust Records are withheld pursuant to this Section 1.4, the Purchaser shall (i) identify the Trust Records being withheld and the reasons they are not being produced or made available for inspection and (ii) take any reasonable step that might enable (and work cooperatively with the Trust to enable) the Trust to obtain such Documents or information.

Section 1.5. The Trust shall use the Trust Records provided to the Trust, subject to any third-party confidentiality obligations, solely for the purposes of (i) Claims Processing, (ii) preserving, pursuing, and/or maximizing the value of the Assigned Claims and Rights, and/or (iii) Reporting Obligations (the "**Purposes**"). The Trustee may respond to requests for Documents and information made by holders of claims, and other third parties, concerning the Purposes, including but not limited to responding, consistent with applicable law and the confidentiality obligations set forth in Section 3.2, to third-party (including defendant / respondent) requests for Documents in connection with pending or anticipated litigation in connection with the Assigned Claims and Rights.

Section 1.6. The Parties shall work together in good faith to determine the terms, nature, and frequency of any documentation provided by Purchaser in connection with the transfer of Trust Records, including any documentation to establish, to the extent possible, the authentication of Trust Records or otherwise facilitate the admissibility of the Trust Records into evidence. Upon reasonable request, Purchaser shall, to the extent known, provide the Trust with the names of individuals with knowledge who can authenticate Documents produced by Purchaser to the Trust (including Trust Records) and prove their chain of custody in court proceedings in accordance with the Federal Rules of Evidence, and shall take commercially reasonable efforts to secure the cooperation of any such individuals to authenticate those Documents, *provided*, that (a) the Trust shall reimburse Purchaser for any reasonable out-of-pocket costs and expenses actually incurred by Purchaser in connection with obtaining such aforementioned cooperation but (b) Purchaser shall be relieved from its obligation to seek such cooperation under this section in a particular instance if doing so in that instance would reasonably require Purchaser to incur attorneys' fees in excess of \$5,000, unless the Trust agrees (after being timely provided with a good faith estimate from Purchaser) to reimburse Purchaser for the reasonable attorneys' fees actually incurred in excess of \$5,000 in connection with such obligation.

Section 1.7. For the avoidance of doubt, nothing in this section is a waiver of the Trust's rights or limits the Trust's ability to obtain documents or information through any other available avenue including formal legal process and discovery, or of Purchaser's or any other parties' rights or ability to object to any such legal process or discovery.

ARTICLE II TESTIMONY AND COOPERATION

Section 2.1. During the Initial Transfer Period and the Supplemental Transfer Period, Purchaser agrees to cooperate with the Trust on the terms set forth herein in connection with, and in anticipation of, the Trust's engagement in Claims Processing, preserving, pursuing and/or maximizing the value of any Assigned Claims and Rights, and its Reporting Obligations:

- a. Upon written request (including via email) by the Trust (or its professionals), made with reasonable advance notice, Purchaser shall: (i) provide the Trust (or its professionals) with reasonable access, on an informal basis, to individuals then currently employed by or affiliated with Purchaser, and (ii) use commercially reasonable efforts to provide the Trust (or its professionals) with reasonable access, on an informal basis to (x) former employees, officers, or directors of any of the Debtors or their Non-Debtor Affiliates who have continuing obligations to cooperate with Purchaser without the need for Purchaser to serve formal process (e.g., subpoenas) to secure their cooperation, (y) then-current professionals or advisors of Purchaser, or (z) former professionals or advisors of the Debtors, their Non-Debtor Affiliates, or Purchaser who have continuing obligations to cooperate with Purchaser without the need for Purchaser to serve formal process (e.g., subpoenas) to secure their cooperation. Any information provided to the Trust pursuant to this section may be used by the Trust solely for the Purposes set forth in this Agreement and the Stipulation (*i.e.*, in respect of Claims Processing, the Assigned Claims and Rights, and Reporting Obligations). For the purposes of this section, Purchaser shall designate a(the) person(s) to whom such requests by the Trust or its professionals shall be made.

- b. In the event that the Trust, in the course of Claims Processing, or preserving, pursuing, and/or maximizing the value of the Assigned Claims and Rights, or in furtherance of its Reporting Obligations, makes a formal request for testimony in a proceeding (including but not limited to by way of a subpoena, a request for a *de bene esse* deposition, or similar process) from (i) Purchaser, (ii) individuals then currently employed by or affiliated with Purchaser, (iii) former employees, officers, or directors of any of the Debtors or their Non-Debtor Affiliates who have continuing obligations to cooperate with Purchaser without the need for Purchaser to serve formal process (e.g., subpoenas) to secure their cooperation, (iv) then-current professionals or advisors of Purchaser, or (v) former professionals or advisors of the Debtors, their Non-Debtor Affiliates, or Purchaser who have continuing obligations to cooperate with Purchaser without the need for Purchaser to serve formal process (e.g., subpoenas) to secure their cooperation, Purchaser shall use commercially reasonable efforts to make such witness available to the Trust, including for live testimony at trial; *provided*, that (a) the Trust shall reimburse Purchaser for any reasonable out-of-pocket costs and expenses actually incurred by Purchaser in connection with obtaining such cooperation but (b) Purchaser shall be relieved from its obligation to seek such cooperation under this section in a particular instance if doing so in that instance would reasonably require Purchaser to incur attorneys' fees in excess of \$5,000, unless the Trust agrees (after being timely provided with a good faith estimate from Purchaser) to reimburse Purchaser for the reasonable attorneys' fees actually incurred in excess of \$5,000 in connection with such obligation.

- c. Purchaser further agrees to use commercially reasonable efforts to satisfy reasonable requests from the Trust for the identification and cooperation of witnesses or other individuals on topics related to the Trust Records; *provided*, that (a) the Trust shall reimburse Purchaser for any reasonable out-of-pocket costs and

expenses actually incurred by Purchaser in connection with obtaining such cooperation but (b) Purchaser shall be relieved from its obligation to seek such cooperation under this section in a particular instance if doing so in that instance would reasonably require Purchaser to incur attorneys' fees in excess of \$5,000, unless the Trust agrees (after being timely provided with a good faith estimate from Purchaser) to reimburse Purchaser for the reasonable attorneys' fees actually incurred in excess of \$5,000 in connection with such obligation.

- d. Nothing in this section is a waiver of the Trust's rights or limits the Trust's ability to obtain testimony through any other available avenue including formal legal process and discovery, or of Purchaser's or any other parties' rights or ability to object to any such legal process or discovery, and the Parties acknowledge that the obligations in this Section 2.1 do not extend to persons who are, or could be, defendants in proceedings to prosecute the Assigned Claims and Rights.

ARTICLE III MISCELLANEOUS

Section 3.1. Preservation of Other Privileges and Defenses; Inadvertent Production. Purchaser may, but is not obligated to, review and redact privileged information wholly unrelated to Claims Processing, the Assigned Claims and Rights, or the Trust's Reporting Obligations prior to the sharing of any Documents. To the extent Purchaser inadvertently transfers to the Trust any Documents that (i) Purchaser contends are exempted from being provided pursuant to this Agreement because they constitute Documents wholly unrelated to Claims Processing, the Assigned Claims and Rights, and/or the Reporting Obligations, or (ii) are later discovered by the Trust to contain privileged information unrelated to the Assigned Claims and Rights (each of (i) – (ii), an **"Inadvertently Provided Document"**), Purchaser may, in writing (including via email), request the return of any Inadvertently Provided Document. A request for the return of an Inadvertently Provided Document shall identify the specific Document and the basis for clawing back such Document, in whole or in part, from production. Further, with respect to any Inadvertently Provided Document under item (ii) of this Section 3.1, the Trust shall immediately cease use and/or disclosure of such Document and notify Purchaser of such Inadvertently Provided Document, and Purchaser, if appropriate, shall within ten (10) business days provide a version of the Document to the Trust that redacts any such privileged information that is unrelated to Claims Processing, the Assigned Claims and Rights, or the Trust's Reporting Obligations.

If Purchaser requests the return, pursuant to this Section 3.1, of any Inadvertently Provided Document then in the custody of the Trust, the Trust shall, within ten (10) business days, either (a) (x) return and/or, at the discretion of Purchaser, delete or destroy the Inadvertently Provided Document and all copies thereof, (y) undertake reasonable measures to obtain or confirm the return, deletion, and/or destruction of any copies it produced to other parties, and (z) delete or destroy all notes or other work product reflecting the content of such Inadvertently Provided Document, or alternatively (b) challenge such request in accordance with Section 3.11, but neither the Trust nor any other third-party shall be entitled to contend that the provision of the Inadvertently Provided Document pursuant to this Agreement constituted a waiver of any applicable privilege(s), protection(s), or immunity. In the event the Trust commences a challenge in connection with Purchaser's request for return of an Inadvertently Provided Document, then the

Trust need not take the steps described in clause (a) of this paragraph in this Section 3.1 until such challenge has been fully resolved, but the Trust shall sequester the Inadvertently Provided Document (or work product reflecting the contents of the Inadvertently Provided Document) unless and until the challenge is resolved in the Trust's favor.

Section 3.2. Confidentiality.

- a. Other than as set forth herein, the Trust shall not, without the consent of Purchaser (which may come from such person(s) designated by Purchaser in accordance with Section 2.1.a), provide any third-party access to (x) any Document that was previously designated "Confidential" or "Highly Confidential" pursuant to that certain *Stipulation and Protective Order* [Docket No. 623] (such order, the "**Protective Order**" and, all such material, the "**Subject Material**") or (y) any Document that is produced pursuant to this Agreement and designated as "Confidential," "Highly Confidential" or "Professionals' Eyes Only" (all such material, the "**Produced Material**") unless and until (i) such third-party (including, without limitation, any accountant, agent, attorney, banker, consultant, executor, financial advisor, investment banker, real estate broker, transfer agent, representative, or employee) has executed a confidentiality agreement that is at least as restrictive as the Protective Order, or (ii) such access is given pursuant to the terms of a protective order issued by a court, mediator, or arbitration panel having jurisdiction over the related Assigned Claims and Rights, *provided that*, in the case of clause (ii) of this Section 3.2.a, the Trust shall use commercially reasonable efforts to propose, seek, or otherwise advocate for a protective order that is at least as restrictive as the Protective Order, and fourteen (14) Business Days' advance notice is given to (a) with respect to any Subject Material, the party that produced the Subject Material and (b) with respect to any Produced Material or to the extent that the party in clause (a) is one of the Debtors, their Non-Debtor Affiliates, or Purchaser. Any such access pursuant to this Section 3.2.a shall be subject to the terms of this Agreement (including, without limitation, Section 3.2.d) and the Stipulation, and any Subject Material and/or Produced Material shall maintain its Confidential, Highly Confidential, or Professionals' Eyes Only designation to the maximum extent permissible under the terms of a protective order entered by a court, mediator, or arbitration panel having jurisdiction over the related Assigned Claim or Policy, unless otherwise ordered by such court, mediator, or arbitration panel.
- b. Purchaser shall have the ability to designate Documents or information produced pursuant to this Agreement as "Confidential" if Purchaser in good faith reasonably believes that such information is protected from disclosure by statute or constitutes confidential personal information, medical or psychiatric information, personnel records, protected law enforcement materials, research, technical, commercial, or financial information that has been maintained as confidential, or such other proprietary or sensitive business and commercial information that is not publicly available.

- c. Purchaser shall have the ability to designate Documents or information produced pursuant to this Agreement as “Highly Confidential” or for “Professionals’ Eyes Only” if Purchaser in good faith reasonably believes that, if such information were disclosed, (i) it would cause significant competitive or commercial harm to Purchaser; (ii) it would give rise to a safety or similar risk to any person or entity (including, for example, disclosing personally identifiable information); (iii) it would involve commercially sensitive information the disclosure of which to non-counsel or non-professionals is likely to significantly adversely impact Purchaser; (iv) it would reveal trade secrets or confidential research, development, or commercial information, including but not limited to product pricing or product pricing strategy, product distribution strategy, or product sales strategy; or (v) it would violate the terms or conditions of a confidentiality agreement, protective order or similar agreement with a third-party.

- d. The terms of the Protective Order shall apply in full to the Subject Material and the Produced Material with the following modifications:
 - (i) the Subject Material and the Produced Material may only be used by the Trust in accordance with Section 1.5 and Section 3.2.a of this Agreement;

 - (ii) if any Produced Material is designated as Confidential (the “**Confidential Material**”) pursuant to Section 3.2.b of this Agreement, then the Trust may share such information solely with the following parties, in each case solely to the extent that such parties comply with Section 1.5 and Section 3.2.a:
 - 1. the individuals listed in Section 3.2.d.iii below;
 - 2. any witnesses or deponents during the course of a deposition or testimony in litigation arising out of the Assigned Claims and Rights;
 - 3. any potential witnesses or deponents during the course of a preparation for a deposition or testimony in litigation arising out of the Assigned Claims and Rights; and
 - 4. counsel for any party identified in the preceding paragraphs (as well as stenographic, clerical, legal assistant employees, and agents working on behalf of counsel whose functions require access to Confidential Material) ((1)-(4) collectively, the “**Confidential Recipients**”);

 - (iii) if any Produced Material is designated as Highly Confidential (the “**Highly Confidential Material**”) or Professionals’ Eyes Only (the “**PEO Material**”) pursuant Section 3.2.c of this Agreement, then the Trust may share such information solely with the following

parties, in each case solely to the extent that such parties comply with Section 1.5 and Section 3.2.a;

1. any current or former professional of Purchaser;
 2. solely with respect Highly Confidential Material, any current or former employee or director of Purchaser;
 3. the Trust's Trustee(s) and the Trust's retained professionals (as well as stenographic, clerical, legal assistant employees, consultants, experts, and agents of those professionals whose functions require access to Highly Confidential or PEO Material), as applicable;
 4. any party identified on the face of a Document to be the author, addressee, or the actual or intended recipient of the Document;
 5. any court of competent jurisdiction, including any authorized staff of such court, and any official or independent court reporters and videotape operators;
 6. any special master, mediator, or arbitrator engaged or appointed for the purpose of mediation, arbitration, or other dispute resolution;
 7. experts and consultants engaged for purposes of Claims Processing, the Assigned Claims and Rights, or the Trust's Reporting Obligations;
 8. third-party contractors engaged for litigation support; and
 9. insurers and insurers' professionals, as necessary to preserve, secure, or obtain the benefit of any insurance rights or proceeds transferred to the Trust, subject to appropriate confidentiality restrictions ((1)-(9) collectively, the "**Highly Confidential Recipients**" and, together with the Confidential Recipients and the recipients of Subject Material, the "**Recipients**").
- (iv) to the extent reasonably practical and so long as the information is otherwise discoverable, the Trust and/or any Recipient shall provide ten (10) business days' advance written notice (unless circumstances do not afford time for such notice, in which case the Trust any or any Recipient shall endeavor to provide as much notice as possible) to Purchaser before disclosing any Subject Material, Confidential Material, Highly Confidential Material, or PEO Material to a court of competent jurisdiction not under seal, orally or in writing, to

allow Purchaser to obtain a protective order or agreement (if it chooses to do so), and if Purchaser does not obtain a protective order or agreement, the Trust or Recipient shall make any such disclosure under seal, unless such court orders otherwise;

- (v) in the event that the Trust or a Recipient is required or requested (a) by a court of competent jurisdiction, or (b) by a federal, state, or local governmental or regulatory body, in each case, to disclose any Subject Material, Confidential Material, Highly Confidential Material, or PEO Material supplied to the Trust or Recipient, as applicable, will provide Purchaser with prompt written notice of such request or requirements so that Purchaser may seek, at Purchaser's cost and expense, an appropriate protective order or agreement and/or seek appropriate approvals from a mediator, court, tribunal, or governmental or regulatory body having jurisdiction over the relevant action, litigation, proceeding, or hearing, as applicable, and in the absence of a protective order or the receipt of a waiver hereunder, the Trust or Recipient, as applicable, may only disclose, without liability hereunder, that portion of the Subject Material, Confidential Material, Highly Confidential Material, or PEO Material that it is legally compelled to disclose;
- (vi) to the extent that a Recipient is subject to examination by a regulatory authority or bank auditor that is not specifically related to, or targeted at, Purchaser or the Debtors, the Recipient shall not be in breach of its obligations hereunder if it permits such authority or bank auditor to review the Subject Material, Confidential Material, Highly Confidential Material, or PEO Material, without notice to any persons, in connection with a review of the Recipient's files; and
- (vii) in the event of any conflict between this Agreement and the Protective Order, the terms of this Agreement shall control.

Section 3.3. Nothing in this Agreement shall require any Party or any third party to create any new documents or to compile or organize any data contained in existing Documents into any new documents, except to the extent (i) such compilation is specifically requested or necessary to respond to a request on Exhibit A, Exhibit B, or Exhibit C hereto, or necessary to respond to a supplemental request made pursuant to Section 1.1.b and/or (ii) limited to removing any encryption or passwords which would prevent review, and, with respect to Documents kept in electronic form which rely upon electronic links to other Documents, modifying the links or converting the link-sourced data to static data so as to preserve all information of the Document in its as-produced form. Notwithstanding the foregoing, if the burden of deriving or ascertaining from existing Documents particular information requested under Exhibit A, Exhibit B, or Exhibit C, or necessary to respond to a supplemental request made pursuant to Section 1.1.b, would be substantially greater for the Trust than the burden to Purchaser of compiling or organizing such information, then the Trust may request that Purchaser use commercially reasonable efforts to

(1) provide specifically identified information by running a report or summary from Purchaser's accounting or other electronic systems or databases, and (2) timely respond to reasonable requests to explain such reports or summaries; *provided* that the Trust shall bear all of Purchaser's out-of-pocket costs and expenses in connection therewith.

Section 3.4. Exhibits. The Parties shall work together in good faith to prepare and finalize Exhibits A, B and C to this Agreement prior to the Effective Date, which Exhibits shall be acceptable to both Parties.

Section 3.5. Costs. Except as otherwise provided herein, the Parties shall bear their own costs associated with any obligations arising out of this Agreement prior to the end of the Supplemental Transfer Period. Following the end of the Supplemental Transfer Period, the Trust shall pay all documented and reasonable out-of-pocket costs and expenses associated with any obligations arising out of this Agreement.

Section 3.6. Upon request by the Trust, Purchaser shall certify that it has used commercially reasonable efforts to find a specific Document that Purchaser agrees to search for and/or produce under the terms of this Agreement; *provided* that it is understood and agreed that a search consistent with the requirements and standards of Federal Rules of Civil Procedure 26 and 34 shall in all cases be sufficient to establish such commercially reasonable efforts.

Section 3.7. Preservation of Rights. Nothing in this Agreement (a) limits or otherwise waives the rights of the Trust to seek discovery from Purchaser pursuant to applicable law, (b) limits or otherwise waives the rights of Purchaser or, to the extent applicable, any of the Debtors or their Non-Debtor Affiliates to object to any such discovery, or (c) constitutes a waiver or transfer of any privilege of (x) the Debtors, their Non-Debtor Affiliates, or the Purchaser, that was not transferred to, or shared with, the Purchaser or the Trust, in each case, from or by the Debtors or their Non-Debtor Affiliates, or which arises after the Effective Date or (y) any other person that is not party to this Agreement.

Section 3.8. The Parties agree to cooperate reasonably and share information as necessary and appropriate to facilitate insurance billing by any of the Parties hereto, or the resolution of any insurance-related dispute (including but not limited to any information or Documents identified in Exhibit B), subject to appropriate protections for confidential information. The Party seeking such information shall pay the other Party's reasonable out-of-pocket costs and expenses. Nothing in this Agreement shall prevent the Trust from providing information to any insurer as necessary to preserve, secure, or obtain the benefit of any GUC Trust Insurance Rights, subject to appropriate confidentiality restrictions.

Section 3.9. Notices. All notices, requests, or other communications required or permitted to be made in accordance with this Agreement shall be in writing and shall be effective when either served by hand delivery, electronic mail, electronic facsimile transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the Parties at addresses to be specified after the Effective Date ("**Notice Addresses**"). Until a Party's Notice Addresses is specified, notice in accordance with this section may be sent to the respective addresses set forth below ("**Counsel Addresses**"). After the specification of a Notice

Address, service upon a Counsel Address shall not constitute notice but such Counsel Address shall be copied on any notice sent to a Notice Address:

a. For the Trust:

Ariel Lavinbuk
Kramer Levin Naftalis & Frankel LLP
2000 K St., NW, Fourth Floor
Washington, DC 20006

b. For Purchaser:

William J. Moccia
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166

Section 3.10. Effectiveness. This Agreement shall become effective upon, and concurrently with, the occurrence of the Effective Date.

Section 3.11. Dispute Resolution.

- a. In the event of a dispute concerning this Agreement (a “**Dispute**”)—including, without limitation, (i) any Dispute over the interpretation, implementation, and enforcement of this Agreement, (ii) a Dispute regarding whether any Document is a Trust Record or should be produced to the Trust, or (iii) a Dispute over whether any information is subject to Section 1.3—such Dispute shall be fully and finally resolved by the Bankruptcy Court, unless the Bankruptcy Court lacks jurisdiction or the Parties otherwise agree. To that end, the Parties consent to personal jurisdiction and venue in the Bankruptcy Court. Any Party to this Agreement may contact chambers to arrange a telephonic conference (a “**Conference**”) with the Bankruptcy Court for purposes of resolving a Dispute. The Party requesting a Conference (the “**Requesting Party**”) shall provide a written notice (a “**Dispute Notice**”) to the other Party describing the Disputes (the “**Identified Disputes**”) concerning which the Requesting Party seeks the Bankruptcy Court’s guidance in sufficient detail for the other Party to frame its response. The Requesting Party shall provide such Dispute Notice to the other Party at least three (3) Business Days before any Conference is convened (unless exigent circumstances do not afford time for such notice, in which case the Requesting Party shall provide as much notice as reasonably possible). If the Identified Disputes are not resolved during the Conference, and written submissions are requested or authorized by the Bankruptcy Court, unless the Bankruptcy Court directs otherwise at the Conference, the Requesting Party may brief any remaining Identified Disputes by submitting a letter to the Bankruptcy Court, not to exceed five (5) single-spaced pages, within three (3) Business Days after the Conference. The opposing Party may respond within seven (7) Business Days of the Requesting Party’s letter with a

letter not to exceed five (5) single-spaced pages. Any further hearing concerning any remaining Identified Disputes shall be convened promptly, subject to the Bankruptcy Court's availability. Any appeals from the Bankruptcy Court's resolution of a Dispute shall be to the applicable district court, appellate court and/or Supreme Court.

- b. In the event the Bankruptcy Court lacks jurisdiction, the Parties agree to submit their Dispute to final and binding arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (the "**Rules**"), except as modified herein. The arbitration shall, to the greatest extent possible, be consistent with the procedures for resolving Disputes provided for in Section 3.11.a. The arbitration shall be conducted by a single arbitrator (the "**Arbitral Tribunal**") who shall be jointly selected by the Parties. If the Parties cannot agree upon an arbitrator within twenty-one (21) days after the initiation of arbitration then the appointment of the arbitrator shall be made by the AAA in accordance with the Rules, except as they may be modified by the mutual agreement of the Parties. The arbitration shall be held, and the award shall be rendered, in New York, New York, in the English language. For the avoidance of doubt, by submitting their Dispute to arbitration under the Rules, the Parties expressly agree that all issues of arbitrability, including all issues concerning the propriety and timeliness of the commencement of the arbitration, the jurisdiction of the Arbitral Tribunal (including the scope of this agreement to arbitrate and the extent to which a Dispute is within that scope), and the procedural conditions for arbitration, shall be finally and solely determined by the Arbitral Tribunal. The Arbitral Tribunal shall have the power to grant any remedy or relief that is in accordance with the terms of this Agreement, including specific performance and temporary or final injunctive relief, provided, however, that the Arbitral Tribunal shall have no authority or power to limit, expand, alter, amend, modify, revoke or suspend any condition or provision of this Agreement, nor any right or power to award punitive, consequential, exemplary, enhanced or treble damages. The Arbitral Tribunal shall have the power to allocate the costs and fees of the arbitration, including reasonable attorneys' fees and costs as well as those costs and fees addressed in the Rules, between the Parties in the manner it deems fit.

Section 3.12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

Section 3.13. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to any New York conflict of law principles that would result in the application of laws of any other jurisdiction.

Section 3.14. Severability; Validity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but to the extent that any provision of this Agreement or the application thereof to any person or

circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, unless doing so would alter the fundamental agreements expressed in this Agreement. To such end, the provisions of this Agreement are agreed to be severable.

Section 3.15. No Partnership Agreement. Nothing contained in this Agreement shall create or be deemed to create an employment, agency, fiduciary, joint venture, or partnership relationship between any of the Parties, on the one hand, or any of such other Parties' employees, on the other hand.

Section 3.16. No Conflicts Agreement. Nothing contained in this Agreement shall create or be deemed to create any attorney-client relationship for purposes of the determination of conflicts of interest. Neither the existence of this Agreement, nor its terms, nor information obtained hereunder, shall be asserted by any Party as grounds for a motion to disqualify any Party to this Agreement or its attorneys in any proceeding that may occur.

Section 3.17. No Waiver. The Parties agree that no failure or delay by any Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, and that no single or partial exercise thereof will preclude any other or further exercise thereof or the exercise of any right, power, and privilege hereunder; *provided that*, the Parties further agree that this Section 3.18 shall not expand any Party's rights or obligations, including with respect to the time periods set forth in Section 1.1.

Section 3.18. Entire Agreement. This Agreement contains the entire agreement of the Parties concerning the subject matter hereof, and supersedes all prior representations and agreements between or among the Parties as to such subject matter. Notwithstanding the foregoing, however, nothing in this Section supersedes any aspect of the Stipulation or the Plan, or any attachments thereto or the restrictions and limitations applicable to the provision of information and Documents set forth therein. No modification of this Agreement or waiver of the terms and conditions hereof will be binding upon the Parties unless approved in writing by the Parties.

Section 3.19. Authorization. Each of the undersigned individuals represents and warrants that he/she has the power and authority to enter into this Agreement and bind their respective Party as its authorized representatives.

Section 3.20. Titles. The section titles used herein are for convenience only and shall not be considered in construing or interpreting any of the provisions of this Agreement.

Section 3.21. No Third-Party Beneficiaries. This Agreement is not intended to benefit or create rights in any other Person or entity other than Purchaser and the Trust.

Section 3.22. Binding Effect. The Parties agree that this Agreement is for the benefit of and shall be binding upon the Parties and their respective representatives, transferees, successors, and assigns.

Section 3.23. No New Debtor Obligations. Notwithstanding anything to the contrary in this Agreement, the Debtors' obligations with respect to cooperation with and production to the

UCC and the Trust, if any, are set forth in other documents or agreements and this Agreement does not create new or independent obligations of the Debtors regarding such cooperation or production.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement or caused this Agreement to be duly executed by their respective representatives thereunto duly authorized as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]

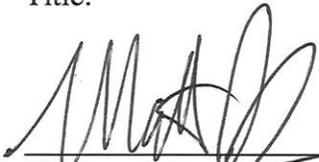
IN WITNESS WHEREOF, the Parties hereto have executed this Cooperation Agreement as of the day and year written above.

Endo, Inc.

By: _____

Name:

Title:

A handwritten signature in black ink, appearing to read 'M. J. Dutton', written over a horizontal line.

Matthew J. Dutton, as GUC Trustee

EXHIBIT A & B
TO THE GUC CREDITOR TRUST-PURCHASER COOPERATION AGREEMENT

Where applicable, the requests below may include Documents and information subject to privileges that the Trust received as of the Effective Date, as described in and pursuant to Section 1.2 of the Cooperation Agreement and the Plan.

Nothing in Exhibit A or B is an agreement by the Purchaser that responsive documents exist or are in the Purchaser's possession, custody, or control. To the extent that, as of the Effective Date, responsive documents have either not already been identified or been determined not to exist, during the Initial Transfer Period, the Parties shall work cooperatively and promptly to agree on and implement appropriate and reasonable searches, including, where applicable, search parameters, including search terms, custodians, date ranges, and other applicable search parameters that are relevant and proportional with the needs of the Trust in connection with (i) processing, evaluation, defense, resolution, liquidation, and payment of claims and/or (ii) pursuit and/or litigation of Assigned Claims and Rights. Where applicable, the Purchaser shall consult with relevant personnel to identify and propose custodians, search terms, ad hoc documents, and search parameters in a good faith attempt to capture documents responsive to the requests.

For avoidance of doubt, documents previously produced by the Debtors are not being requested again by way of this document except to the extent previously provided in redacted form, and now sought in unredacted form (see, e.g., Exhibit B-1). To the extent that any documents previously produced by the Debtors would nevertheless be responsive to the requests set forth herein (with the aforementioned exception of documents produced in redacted form), Purchaser shall not be required to produce such documents again and may, in its sole discretion, direct the Trust to the applicable previously produced documents.

To the extent reasonably feasible and applicable, all Documents shall be produced with any tagging, notes, and /or attorney comments from the Debtors' or Purchaser's review databases associated with such Documents. A separate electronic discovery protocol to be agreed to by the Parties during the Initial Transfer Period will govern the production of metadata and the format of the productions.

The terms "Debtors" and "Endo" are used interchangeably in this document and include, as context requires, (i) all of the debtors whose chapter 11 cases have been jointly administered as part of In re Endo International plc et al. (Bankr. S.D.N.Y. Case No. 22-22549 (JLG)); (ii) any non-debtor entities that were direct or indirect subsidiaries of Endo International plc.; and (iii) any entities that are emerging from the Chapter 11 Bankruptcy.

Throughout, "including" and similar terms mean "including but not limited to" and similar formulations.

**EXHIBIT A TO GUC CREDITOR TRUST-PURCHASER COOPERATION
AGREEMENT**

CLAIM RECORDS

#	CLAIM RECORDS
	<i>General</i>
1.	Copies of all Documents, databases, and Communications that the Debtors or their advisors relied upon, utilized, or otherwise consulted with, to complete the Debtors' Schedules, Statement of Financial Affairs, and Monthly Operating Reports.
2.	Copies of all Documents, databases, and/or financial ledgers that the Debtors reasonably anticipate are needed to reconcile or otherwise resolve (i) Other General Unsecured Claims, (ii) Mesh Claims, (iii) Ranitidine Claims, (iv) Generics Price Fixing Claims, or (v) Reverse Payment Claims.
3.	Copies of all Documents, databases, analyses, and Communications in which the Debtors analyze the validity of any (i) Other General Unsecured Claim, (ii) Mesh Claim, (iii) Ranitidine Claim, (iv) Generics Price Fixing Claim, or (v) Reverse Payment Claim.
4.	Documents, including exhibits, exhibit lists, written memoranda, or presentations from in-house counsel, outside counsel, or consultants, and final versions of expert reports (or drafts to the extent never finalized) concerning all actual or threatened litigation, investigations, or arbitrations, but in each case excluding those Documents concerning Opioid Claims.
5.	<p>Documents, databases, or similar, which served as a master tracking instrument for pending or threatened litigations or arbitrations, including all fields thereof and in particular not redacting amounts or other relief sought, any estimate of damages or settlement value. Such Documents, databases, or similar, should be supplemented with (a) an estimate of damages or settlement value for each action with description of type of litigation; (b) any environmental litigations and investigations with a settlement value above \$1.5 million dollars; and (c) any employment litigation matters with a settlement value above \$1.5 million dollars.</p> <p>To the extent not reflected in the above, a tabular schedule, of all active or threatened litigation and arbitrations as of the Petition Date against any Debtor, on an entity-by-entity basis, which schedule should denote the plaintiffs(s), counsel for plaintiff(s) and defendant(s), venue, docket number(s), Debtor defendant(s), original and/or co-defendants in the case of actions as to which Debtor defendant(s) have successor or asserted shared liability, third party(ies) as to which Debtor defendant(s) have asserted or may assert shared liability or indemnification responsibility, (re)insurance carrier or absence thereof, and policy deductible, and retention or limit if available.</p>
6.	<p>A schedule of all of the Debtors' general product liability insurance contracts.</p> <p>Such schedule should be accompanied with the underlying insurance contracts, including any riders, endorsements, or similar.</p>

7.	Documents and/or databases sufficient to identify any and all judgments or settlements (including fines, penalties, or similar) entered against any Debtor or any of their direct or indirect subsidiaries, for the period beginning 10 years prior to the Petition Date through the Confirmation Date.
8.	All Documents produced, or withheld as privileged, by the Debtors in connection with any federal or state investigation or subpoena concerning the marketing, sale, or distribution of the Debtors' pharmaceutical products or medical device products. All privilege logs created by the Debtors in response to any discovery request or subpoena in connection with any federal or state investigation concerning the marketing, sale, or distribution of the Debtors' pharmaceutical products or medical device products.
9.	All Documents that were produced, withheld, or redacted on the basis of a purported privilege in any and all causes of action concerning (i) Reverse Payment Claims, (ii) Ranitidine Claims, (iii) Mesh Claims, or (iv) Generics Price Fixing Claims. All privilege logs created by the Debtors in response to any discovery request or subpoena in connection with (i), (ii), (iii) and (iv) above.
10.	All Documents identified by any agreed upon electronic discovery search in respect of any actual or threatened litigation, investigation, or arbitration concerning (i) Reverse Payment Claims, (ii) Ranitidine Claims, (iii) Mesh Claims, or (iv) Generics Price Fixing Claims.
11.	All deposition transcripts, affidavits, sworn statements of employees and directors of the Debtors obtained in the course of, or in anticipation of, litigation related to (i) Reverse Payment Claims, (ii) Ranitidine Claims, (iii) Mesh Claims, or (iv) Generics Price Fixing Claims.
12.	Copies of any and all interrogatories and responses thereto (whether sent or received), and transcripts of any and all depositions (whether taken or given), conducted in connection with any actual or threatened litigation, arbitration, or investigation related to (i) Reverse Payment Claims, (ii) Ranitidine Claims, (iii) Mesh Claims, or (iv) Generics Price Fixing Claims.
13.	All dismissal orders and executed releases, including settlement agreements involving the Debtors, in all litigations related to (i) Reverse Payment Claims, (ii) Ranitidine Claims, (iii) Mesh Claims, or (iv) Generics Price Fixing Claims.
14.	A list containing all information necessary to effectuate service on all claimants (or their counsel) for Classes 4(A), 4(B), 4(C), 4(D), 4(E), and 4(F).
<i>Antitrust</i>	
15.	Documents, databases, and reports issued by third parties (such as IQUIVA) that contain (i) sales information such as the monthly sales revenue per product, (ii) sales information such as the monthly unit volumes per product, (iii) sales information such as the average monthly sales prices per product (which should indicate all rebates and discounts that are included), and/or (iv) sales information such as monthly COGS or profit margins per product (including any fees paid for distribution). To the extent applicable, sales and delivery information for any specific product should be broken

	<p>down by dosage, delivery system, and approved indication. For each (i), (ii), (iii), and (iv) above, the Documents, databases, and third-party reports should concern the following products:</p> <p>(1) Allopurinol; (2) Budesonide; (3) Carisoprodol; (4) Chloestyramine; (5) Dexmethylphenidate HCL; (6) Doxazosin Mesylate; (7) Entecavir; (8) Fluoxetine HCL; (9) Hydrocodone Acetaminophen; (10) Isosorbide Dinitrate; (11) Isosorbide Dinitrate; (12) Labetalol HCL; (13) Methotrexate; (14) Methylphenidate; (15) Methylprednisolone; (16) Omega-3-acid Ethyl Esters; (17) Oxybutynin Chloride; (18) Oxycodone acetaminophen; (19) Oxycodone HCL; (20) Perphenazine; (21) Prednisone; (22) Ranitidine; (23) Trazadone HCL; (24) Triamcinolone Acetonide; (25) Doxycycline Monohydrate; (26) Nystatin Cream; (27) Digoxin; and (28) Zoledronic acid.</p>
16.	All Documents concerning the transfer of value pursuant to any settlement entered into by any Debtor, which settlement resolved an allegation that a Debtor was liable because a party was compensated for delaying its entry into or refraining from entering a market, or any similar theory of liability, with respect to medications.
17.	All Documents and Communications pertaining to the reverse payment settlements, including but not limited to anything pertaining to aspects of the agreement aside from the agreed upon entry date that represent a transfer of value or product or service provided by one party to the other.
18.	All Documents that contain AMP data, with such data broken down on a quarterly basis, beginning Q3 2009 (e.g., BATES Par_MDL_09250944), through the Confirmation Date.
	<i>Mesh</i>
19.	All contracts, agreements, settlements, notes, or written directives, by and between any Debtor and any of their direct or indirect subsidiaries relating to any Mesh Claim.
20.	All Documents concerning the potential adverse risks associated with the Debtors' transvaginal surgical mesh products.
21.	All Documents concerning any estimate on the rate and timing of adverse complications correlated with the Debtors' surgical mesh products.
22.	All written agreements, letters, or memoranda that set forth or memorialize any general arrangement, protocol, framework, understanding, or set of criteria for settling or resolving transvaginal surgical mesh product liability.
23.	All written agreements between any Debtor and any law firm that has represented or currently represents any individual or estate pursuing Mesh Claims against any Debtor, including individual and group settlements and claim processing agreements.
24.	<p>A schedule of all of the Debtors' insurance contracts that the Debtors believe provide coverage for Mesh Claims.</p> <p>Such schedule should be accompanied with all underlying insurance contracts, including any riders, endorsements, or similar.</p>

25.	All Communications between the Debtors and any insurance carrier, or their representatives, concerning Mesh Claims.
26.	All Documents concerning an insurance carrier advancing or reimbursing the Debtors money on account of losses related to Mesh Claims.
27.	All motions filed in any lawsuit, that was active and pending as of the Petition Date, in which any Debtor was a party, and that concerned Mesh Claims.
28.	<p>A schedule, or Document, setting forth the total number of claims and the aggregate amount (in the applicable local currency) that the Debtors have paid directly to individuals who received the Debtors' surgical mesh products on account of settling or fully litigating claims related to such surgical mesh products, broken down country-by-country.</p> <p>Please also include the date range in which claimants indicated above obtained their surgical mesh implants as well as the 10th, 25th, 75th, and 90th percentile of such dates country-by-country.</p>
29.	A schedule, or Document, setting forth the total number of claims that the Debtors have paid to third party payors, or other indirect claimants, pursuant to a settlement or litigation of claims related to the Debtors' surgical mesh products, broken down on a country-by-country.
30.	All Documents, schedules, databases, or similar, setting forth the total number of claims related to the Debtors' surgical mesh products that were actually asserted, pending, and unpaid, as of the Petition Date, broken down on a country-by-country basis.
31.	Documents sufficient to show the total number of people who received a surgical mesh implant produced by American Medical Systems, or any other Debtor, on a year-by-year and country-by-country basis.
	<i>Ranitidine</i>
32.	All contracts, agreements, settlements, notes, or written directives, by and between any Debtor and any of their direct or indirect subsidiaries relating to any liability on account of the Debtors' products containing ranitidine.
33.	All Documents and/or databases concerning the Debtors' market share for the Debtors' generic products containing ranitidine, which should be broken out in such a way to indicate what the Debtors' market share was on a quarterly basis.
34.	<p>A schedule of all of the Debtors' insurance contracts that the Debtors believe provide coverage for Ranitidine Claims.</p> <p>Such schedule should be accompanied with the underlying insurance contracts, including any riders, endorsements, or similar.</p>
35.	All Communications between the Debtors and any insurance carrier, or their representatives, concerning Ranitidine Claims.
36.	All motions filed in any lawsuit in which any Debtor was a party, that was active and pending as of the Petition Date, and that concerned Ranitidine Claims.

37.	All Documents concerning the potential adverse risks associated with the Debtors' products containing ranitidine.
38.	All written agreements, letters, or memoranda that set forth or memorialize any general arrangement, protocol, framework, understanding, or set of criteria for settling or resolving liability (on account of the Debtors' products containing ranitidine) between any law firm and any Debtor.
39.	All written agreements between any Debtor and any law firm that has represented or currently represents any individual or estate pursuing Ranitidine Claims against the Debtors, including individual and group settlements and claim processing agreements.

**EXHIBIT B TO GUC CREDITOR TRUST-PURCHASER COOPERATION
AGREEMENT**

LITIGATION AND INSURANCE MATIERALS

#	LITIGATION AND INSURANCE MATERIALS
1.	Fully unredacted versions of the Documents listed in Exhibit B-1.
2.	<p>All call notes made by sales representatives concerning the marketing, sale, or distribution of Opana ER.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2016 – December 2018.</p>
3.	<p>All Documents and Communications concerning the marketing, sale, or distribution of Endo opioids, including but not limited to emails, calendar invitations, PowerPoint or other similar presentations, and call notes made by sales representatives</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2018.</p>
4.	<p>To the extent not called for in Request No. 2, all decks, reports, strategies, guidance, memos or other Documents relating to the marketing of opioids prepared by McKinsey, including relating to Belbuca, Par Pharma, Sales Force Blitz and any other similar marketing campaigns, promotional programs, or strategic efforts concerning the sale of opioid.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2018.</p>
5.	<p>All final meeting minutes, presentations, including but not limited to PowerPoint presentations, slide decks or other similar materials, and accompanying material to, from, reviewed or commented on by McKinsey consultants and/or Endo International plc’s Board of Directors, including but not limited to the Board’s Operations Committee and the Operations Compliance Sub-Committee.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2018.</p>
6.	<p>To the extent not called for in Request No. 3, all board, committee or sub-committee minutes and board or committee or subcommittee materials (i) considering, approving, or discussing any engagement(s) of McKinsey by the Debtors, (ii) for board meetings attended by any McKinsey personnel or at which McKinsey or any analyses, advice, projects, proposals, initiatives or other materials prepared by or recommended by McKinsey were discussed, or (iii) considering, approving, or discussing the hiring by any Debtor of Rajiv DeSilva or any other former McKinsey employees.</p>
7.	<p>All Documents and Communications to or from any of the following individuals concerning opioids, including but not limited to the marketing of Opana ER and the legal and regulatory risks of doing so, the dangers posed by use of Opana ER, and misuse of Opana ER by patients or physicians:</p>

	<ul style="list-style-type: none"> • Paul V. Campanelli • Rajiv De Silva • Douglas S. Ingram • Arthur J. Higgins • Roger H. Kimmel • Sharad S. Mansukani, M.D. • Todd B. Sisitsky • Jill D. Smith • William F. Spengler <p>This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2018.</p>
8.	<p>All Documents and Communications to or from any of the following individuals concerning opioids, including but not limited to the marketing of Opana ER and the legal and regulatory risks of doing so, the dangers posed by use of Opana ER, and misuse of Opana ER by patients or physicians:</p> <ul style="list-style-type: none"> • Frank Burrell • Mark Collins • Terrance J. Coughlin • Blaine Davis • Chris Degnan • Jennifer E. Dubas • Ronald Jackson • Thomas G. Kolaras • Brian Lortie • Antonio R. Pera • Robert Rush • Jon Smollen • Suketu Upadhyay • Susan Williamson • Julie Yankovich • Susan Hall, Ph.D • Neil Shusterman • Blaise Coleman • Joe Ciaffoni • Ronald Jackson <p>This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2018.</p>
9.	<p>All Documents and Communications to or from any of the following individuals concerning opioids, including but not limited to the marketing of Opana ER and the legal and regulatory risks of doing so, the dangers posed by use of Opana ER, and misuse of Opana ER by patients or physicians:</p>

	<ul style="list-style-type: none"> • John Kranyak • Alicia Logan • John Harlow • Matthew Maletta • Caroline B. Manogue • Arnab Ghatak • Dan Shea • Nick Mills • Mary Hong • Prakash Samal • Lisha Yang • Aamir Malik • Additional custodians as may be identified in discussions with Endo personnel or from document productions. <p>This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2018.</p>
10.	<p>All Documents and Communications by, between or among the individuals listed in Request Nos. 6, 7 & 8 concerning McKinsey or McKinsey personnel including but not limited to, concerning opioids, the marketing of opioids, the dangers posed by use of opioids, and misuse of opioids by patients or physicians.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017.</p>
11.	<p>All presentations, including but not limited to PowerPoint presentations, slide decks or other similar materials, reports, and correspondence between McKinsey and the Debtors relating to McKinsey advice regarding the potential regulation of opioid products.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017.</p>
12.	<p>All agreements, statements of work, proposals, and other similar Documents related to any engagements or projects undertaken by McKinsey for the Debtors (including all Documents referencing the goals or objectives for any engagement of McKinsey), and all Documents reflecting the termination of McKinsey’s engagement by the Debtors.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017.</p>
13.	<p>All invoices from McKinsey to the Debtors, and Documents sufficient to show all payments from the Debtors to McKinsey.</p>

	<p>This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017.</p>
14.	<p>Reports, assessments, presentations, including but not limited to PowerPoint presentations, slide decks or other similar materials, memos and similar Documents assessing the risk, reward, success, liability exposure and any other similar metrics of Sales Force Blitz and any other similar marketing campaigns, promotional programs, or strategic efforts concerning the sale of opioids.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2015 – December 2017.</p>
15.	<p>The Debtors' Communications, including internal, with McKinsey and/or with counsel assessing the risk, reward, success, liability exposure and any other similar metrics of Sales Force Blitz and any other similar marketing campaigns, promotional programs, or strategic efforts concerning the sale of opioids.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2015 – December 2017.</p>
16.	<p>All materials prepared by or presented by McKinsey to Endo executives, employees, or sales representatives regarding the training of sales representatives, including related to the sale of opioids.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2015 – December 2017.</p>
17.	<p>All correspondence between McKinsey and Endo executives, employees, or sales representatives regarding the training of sales representatives to promote opioid sales.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2015 – December 2017.</p>
18.	<p>All correspondence between McKinsey and Endo executives, directors, or employees, and any associated Documents, regarding the use of, contributions to, or relationship with third-party journals, organizations, pamphlets, or websites related to the use of opioids, pain management, or other similar topics.</p> <p>This request seeks documents dated, created, or otherwise obtained on or after January 2015 – December 2017.</p>
19.	<p>All Documents and Communications related to the Debtors' internal investigations relating to opioids or marketing of opioids.</p>

	This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017.
20.	Debtors' internal litigation and/or risk assessments related to the sale and marketing of opioids. This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017.
21.	All Documents and Communications relating to opioid risks that mention McKinsey or were vetted or drafted by McKinsey. This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017.
22.	Documents sufficient to show the amount of money the Debtors spent on opioid related litigation, including for settlements, court orders, legal fees and other costs. This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017.
23.	Internal Communications concerning or assessing McKinsey work product. This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017
24.	All Documents and Communications assessing potential claims against McKinsey. This request seeks documents dated, created, or otherwise obtained on or after January 2006 – December 2017
25.	Documents sufficient to show payments made to McKinsey, including but not limited to 1099 Forms, supporting invoices, authorizations, check or wire information, bank account, and Documents sufficient to show the entity making the payments and/or for whose benefit any payment was made.
26.	All Documents, memoranda, letters, or analyses related to any litigation involving McKinsey, including but not limited to Documents concerning any settlements with McKinsey or negotiations of same, and any claims or potential claims against McKinsey related to the company's opioids and other products.
27.	McKinsey's 2005 study into Penwest Pharmaceutical's development project EN 3203 (oxymorphone, the generic for Opana ER), and all agreements with Penwest Pharmaceuticals regarding Opana or related products.

28.	All documentation of Debtors' understanding of McKinsey's work for Purdue, FDA, or others.
29.	All Documents related to McKinsey produced to the DOJ.
30.	All Documents and Communications referring or relating to the Par Pharmaceuticals acquisition, including but not limited to those relating the final Par Acquisition Step Plan, financing, funds flow, fairness opinions, financial models, or transaction mechanics.
31.	All Documents and Communications concerning opioid or transvaginal mesh liability against either Par or Endo, including but not limited to analyses, legal work product, and all Documents produced or filed in any related litigations or regulatory matters.
32.	Opioid production, shipment and prescription data, by state, including volume, gross sales, net sales (after setoffs), gross profit, and EBITDA contribution.
33.	Any representation, warranty, covenant, agreement schedule, officer's certificate or other matter concerning opioids in connection with the September 2015 Par Pharmaceuticals acquisition.
34.	All Endo and Par financial projections; business ledgers; detailed profit-and-loss statements; audited and unaudited financial statements; all accounting materials, memos, and reports used to complete audited financial statements; monthly trial balances; bad debt expense detail; and detail of all off-book liabilities or liabilities otherwise not recorded in Endo or Par's financial statements.
35.	All Documents and Communications and analyses relating to the assets and liabilities of Endo, Legacy Par, or Par, including but not limited to (i) opioid assets and liabilities or (ii) transvaginal mesh assets and liabilities.
36.	All Documents and Communications relating to requests from, and responses to, audit firms or regulators, including but not limited to Documents, Communications, and analyses regarding opioid or transvaginal mesh liability.
37.	All Documents and Communications related to any safety, compliance, or legal events at Endo, Legacy Par, or Par relating to opioids or transvaginal mesh products, including but not limited to adverse events, suspect shipments, reports of management of the company related to internal controls, threatened or actual lawsuits, and law enforcement or regulator inquiries.
38.	All Documents and Communications relating to any Legacy Endo work product or analyses regarding the valuation of Legacy Par.

39.	All Documents and Communications relating to presentations, including but not limited to PowerPoint presentations, slide decks or other similar materials, to any of Legacy Par, Par, or Endo's boards of directors or principal executives concerning Endo's acquisition of Par.
40.	All Documents and Communications relating to any Board's or any other managerial authority's discussion of Legacy Par, Par, or Endo's opioid liabilities, including but not limited to minutes, agendas, and presentations, including but not limited to PowerPoint presentations, slide decks or other similar materials.
41.	All board minutes of Legacy Par, Par, or Endo's meetings concerning Endo's acquisition of Par.
42.	All correspondence between TPG and Legacy Par relating to the Par acquisition or opioid liabilities.
43.	Documents, including any contracts, instruction forms, account opening documents, and the like concerning any rights and obligations as between TPG and Endo in connection with the Par Acquisition, including any rights and obligations relating to the receipt and disposition of funds, cash, Endo Shares, and any other property in connection with the Par Acquisition.
44.	All market reports or research concerning the value of Par shares or other Par debt or equity.
45.	All market reports or research concerning the value of Endo shares or other Endo debt or equity.
46.	All Documents and Communications related to solvency of Endo, Par, or Legacy Par, including but not limited to (i) complete audited annual historical income statements, balance sheets and cash flow statements, including all supporting schedules, (ii) unaudited quarterly historical income statements, balance sheets and cash flow statements, including all supporting schedules, (iii) any management projections, with underlying assumptions and supporting schedules, (iv) credit facility and loan agreements, (v) board presentations and board meeting minutes regarding the actual and projected operating results, financial position, financial performance, liquidity needs and valuation of the Debtors, whether prepared by internal staff or external consultants and bankers, and (vi) analyses and presentations prepared by management and or third-party analysts, bankers and consultants that relate to the their historical and projected operating results, financial position, financial performance, liquidity needs and valuation.

47.	All Documents concerning potential causes of action or other claims asserted by Arnold & Porter Kaye Scholer LLP against the Debtors, including but not limited to claims for unpaid legal fees
48.	All Documents concerning billing records or invoices received from Arnold & Porter Kaye Scholer LLP.
49.	All Documents concerning potential causes of action or other claims held by the Debtors against Arnold & Porter Kaye Scholer LLP, including but not limited to Documents concerning the value of any such claims.
50.	All Documents related to any litigation for which Arnold & Porter Kaye Scholer LLP served as the Debtors' counsel.
51.	All Documents related to any potential litigation against Arnold & Porter Kaye Scholer LLP by the Debtors.
52.	All agreements or engagement letters between the Debtors and Marsh Inc.
53.	All Documents or Communications with Marsh Inc. concerning the submission of claims to insurance providers.
54.	All Documents or Communications concerning claims against the Debtors for which Marsh Inc. was the claims administrator.
55.	All insurance policies administered by Marsh Inc. on behalf of the Debtors.

**EXHIBIT B-1 TO GUC CREDITOR TRUST-PURCHASER COOPERATION
AGREEMENT**

REDACTED DOCUMENTS

ENDO-OPIOID MDL-004721469	ENDO-OPIOID MDL-04721503	ENWDVA-0206166
ENDO-OPIOID MDL-04236727	ENDO-OPIOID MDL-04721504	ENWDVA-0098058
ENDO-OPIOID MDL-04236982	ENDO-OPIOID MDL-04721505	ENWDVA-0098059
ENDO-OPIOID MDL-04236984	ENDO-OPIOID MDL-04721506	ENWDVA-0098131
ENDO-OPIOID MDL-04238379	ENDO-OPIOID MDL-04721593	ENDO-OPIOID MDL-04721323
ENDO-OPIOID MDL-04239452	ENDO-OPIOID MDL-04813934	ENDO-OPIOID MDL-04721324
ENDO-OPIOID MDL-04239457	ENDO-OPIOID MDL-04813940	ENDO-OPIOID MDL-04721325
ENDO-OPIOID MDL-04239527	ENDO-OPIOID MDL-04813947	ENWDVA-0184645
ENDO-OPIOID MDL-04239528	ENDO-OPIOID MDL-04813962	ENWDVA-0184646
ENDO-OPIOID MDL-04260382	ENDO-OPIOID MDL-04813970	ENDO-OPIOID MDL-04721326
ENDO-OPIOID MDL-04260467	ENDO-OPIOID MDL-04813985	ENDO-OPIOID MDL-04721327
ENDO-OPIOID MDL-04260471	ENDO-OPIOID MDL-04814009	ENDO-OPIOID MDL-04721328
ENDO-OPIOID MDL-04260476	ENDO-OPIOID MDL-04814022	ENDO-OPIOID MDL-04721329
ENDO-OPIOID MDL-04260556	ENDO-OPIOID MDL-04814037	ENDO-OPIOID MDL-04721330
ENDO-OPIOID MDL-04272165	ENDO-OPIOID MDL-04814040	ENDO-OPIOID MDL-04721331
ENDO-OPIOID MDL-04273621	ENDO-OPIOID MDL-04814041	ENDO-OPIOID MDL-04721332
ENDO-OPIOID MDL-04273722	ENDO-OPIOID MDL-04814042	ENWDVA-0021192
ENDO-OPIOID MDL-04275038	ENDO-OPIOID MDL-04814043	ENWDVA-0021199
ENDO-OPIOID MDL-04275184	ENDO-OPIOID MDL-04814044	ENWDVA-0021208
ENDO-OPIOID MDL-04275185	ENDO-OPIOID MDL-04814066	ENWDVA-0021214
ENDO-OPIOID MDL-04271868	ENDO-OPIOID MDL-04814077	ENWDVA-0021225
ENDO-OPIOID MDL-04300349	ENDO-OPIOID MDL-04814084	ENWDVA-0021226
ENDO-OPIOID MDL-04668588	ENDO-OPIOID MDL-04888124	ENWDVA-0021227
ENDO-OPIOID MDL-04667682	ENDO-OPIOID MDL-05935495	ENWDVA-0021228
ENDO-OPIOID MDL-04667689	ENDO-OPIOID MDL-06138860	ENWDVA-0021229
ENDO-OPIOID MDL-04667692	ENDO-OPIOID MDL-06138861	ENWDVA-0021230
ENDO-OPIOID MDL-04668590	ENDO-OPIOID MDL-06138883	ENWDVA-0021170
ENDO-OPIOID MDL-04721116	ENDO-OPIOID MDL-06146720	ENWDVA-0098376-78
ENDO-OPIOID MDL-04721297	ENDO-OPIOID MDL-06146734	ENWDVA-0098469-74
ENDO-OPIOID MDL-04721367	ENWDVA-0022049	ENDO-OPIOID MDL-04257392
ENDO-OPIOID MDL-04721368	ENWDVA-0022051	ENDO-OPIOID MDL-04257385
ENDO-OPIOID MDL-04721369	ENWDVA-0022052	ENDO-OPIOID MDL-04813858
ENDO-OPIOID MDL-04721370	ENWDVA-0045468	ENDO-OPIOID MDL-04281799
ENDO-OPIOID MDL-04721371	ENWDVA-0045470	ENWDVA-0186227
ENDO-OPIOID MDL-04721372	ENWDVA-0098359	ENDO-OPIOID MDL-04861375
ENDO-OPIOID MDL-04721373	ENWDVA-0098360	ENWDVA-0199499
ENDO-OPIOID MDL-04721374	ENWDVA-0098361	ENWDVA-0142267
ENDO-OPIOID MDL-04721375	ENWDVA-0098363	ENWDVA-0142302
ENDO-OPIOID MDL-04721376	ENWDVA-0098366	ENWDVA-0142255
ENDO-OPIOID MDL-04721399	ENWDVA-0098367	ENWDVA-0199539
ENDO-OPIOID MDL-04721497	ENWDVA-0098368	ENWDVA-0142279
ENDO-OPIOID MDL-04721498	ENWDVA-0098370	ENWDVA-0022053
ENDO-OPIOID MDL-04721499	ENDO-OPIOID MDL-04721502	ENWDVA-0022055
ENDO-OPIOID MDL-04721500	ENWDVA-0011815	ENWDVA-0022056

ENDO-OPIOID MDL-04721501	ENWDVA-0098374	ENDO-OPIOID MDL-04861372
ENDO-OPIOID MDL-04861374	ENDO-OPIOID MDL-04237468	PARWDVA-0000031
ENDO-OPIOID MDL-04861407	ENDO-OPIOID MDL-04813843	PARWDVA-0002357
ENDO-OPIOID MDL-04861408	ENDO-OPIOID MDL-04236804	PARWDVA-0000036
ENDO-OPIOID MDL-04861409	ENDO-OPIOID MDL-06190826	PARWDVA-0000026
ENDO-OPIOID MDL-04861410	ENDO-OPIOID MDL-04813851	PARWDVA-0000420
ENDO-OPIOID MDL-04861411	ENDO-OPIOID MDL-06067523	ENWDVA-0012482
ENDO-OPIOID MDL-04861412	ENDO-OPIOID MDL-04273431	ENWDVA-0023317
ENDO-OPIOID MDL-04813822	ENDO-OPIOID MDL-04813859	ENWDVA-0203373
ENDO-OPIOID MDL-04813823	ENDO-OPIOID MDL-04813865	ENWDVA-0203374
ENDO-OPIOID MDL-04813824	ENDO-OPIOID MDL-04813857	ENWDVA-0090192
ENDO-OPIOID MDL-04813825	ENDO-OPIOID MDL-04273436	ENWDVA-0062593
ENDO-OPIOID MDL-04813826	ENDO-OPIOID MDL-04721979	ENWDVA-0062595
ENDO-OPIOID MDL-04813827	ENDO-OPIOID MDL-04813863	ENWDVA-0021430
ENDO-OPIOID MDL-04813828	ENDO-OPIOID MDL-04813866	ENWDVA-0021431
ENDO-OPIOID MDL-06138661	ENDO-OPIOID MDL-06067524	ENWDVA-0021432
ENDO-OPIOID MDL-06138662	ENDO-OPIOID MDL-06138856	ENWDVA-0021433
ENDO-OPIOID MDL-04721634	ENDO-OPIOID MDL-04813875	ENWDVA-0021434
ENDO-OPIOID MDL-04721665	ENDO-OPIOID MDL-04813864	ENWDVA-0121669
ENDO-OPIOID MDL-04813854	ENDO-OPIOID MDL-04260975	ENWDVA-0204188
ENDO-OPIOID MDL-06067526	ENWDVA-0023097	ENWDVA-0112272
ENDO-OPIOID MDL-04237172	ENWDVA-0098377	ENWDVA-0112285
ENDO-OPIOID MDL-04273411	ENWDVA-0098469	ENWDVA-0204853
ENDO-OPIOID MDL-04273085	ENWDVA-0098470	ENWDVA-0012983
ENDO-OPIOID MDL-04861866	ENWDVA-0098471	ENWDVA-0085855
ENDO-OPIOID MDL-04861867	ENWDVA-0098472	ENWDVA-0019324
ENDO-OPIOID MDL-04861868	ENWDVA-0098473	ENWDVA-0019327
ENDO-OPIOID MDL-04861869	ENWDVA-0098474	ENWDVA-0008709
ENDO-OPIOID MDL-04721676	PARWDVA-0006261	ENWDVA-0008769
ENDO-OPIOID_MDL-04721677-85	PARWDVA-0000053	ENWDVA-0109890
ENDO-OPIOID MDL-06138702	PARWDVA-0006067	ENWDVA-0023318
ENDO-OPIOID_MDL-06138703-06	PARWDVA-0006072	ENWDVA-0185529
ENDO-OPIOID MDL-04260969	PARWDVA-0006276	ENWDVA-0204708
ENDO-OPIOID-MDL-04260972	PARWDVA-0006249	ENWDVA-0086811
ENDO-OPIOID MDL-04257382	PARWDVA-0002186	ENWDVA-0073003
ENDO-OPIOID MDL-04257384	PARWDVA-0006281	ENWDVA-0203573
ENDO-OPIOID MDL-04721748	PARWDVA-0002346	ENWDVA-0204858
ENDO-OPIOID MDL-04257368	PARWDVA-0002353	ENWDVA-0000488
ENDO-OPIOID MDL-04257369	PARWDVA-0002349	ENWDVA-0095343
ENDO-OPIOID MDL-04257370	PARWDVA-0006885	ENWDVA-0203023
ENDO-OPIOID MDL-06190346	PARWDVA-0006063	ENWDVA-0009963
ENDO-OPIOID MDL-06067545	PARWDVA-0004822	ENWDVA-0009964
ENDO-OPIOID MDL-06067553	PARWDVA-0000045	ENWDVA-0020170
ENDO-OPIOID MDL-04300613	PARWDVA-0002716	ENWDVA-0071405
ENDO-OPIOID MDL-04721821	PARWDVA-0006265	ENWDVA-0100183
ENDO-OPIOID MDL-04237463	PARWDVA-0000071	ENWDVA-0100196
ENDO-OPIOID MDL-04237466	PARWDVA-0002723	ENWDVA-0000279

ENDO-OPIOID MDL-04237467	PARWDVA-0002713	ENWDVA-0112373
ENWDVA-0112386	ENWDVA-0007022	ENWDVA-0123057
ENWDVA-0094077	ENWDVA-0011187	ENWDVA-0203382
ENWDVA-0204204	ENWDVA-0011197	ENWDVA-0206489
ENWDVA-0070656	ENWDVA-0100246	ENWDVA-0019334
ENWDVA-0207176	ENWDVA-0011198	ENWDVA-0019332
ENWDVA-0076573	ENWDVA-0019357	ENWDVA-0029656
ENWDVA-0104959	ENWDVA-0095497	ENWDVA-0019392
ENWDVA-0123028	ENWDVA-0011199	ENWDVA-0019323
ENWDVA-0099166	ENWDVA-0019353	ENWDVA-0095367
PARWDVA-0006958	ENWDVA-0014232	ENWDVA-0042442
PARWDVA-0000015	ENWDVA-0021420	ENWDVA-0122495
PARWDVA-0006286	ENWDVA-0021429	ENWDVA-0114722
ENWDVA-0114875	ENWDVA-0021209	ENWDVA-0206165
ENWDVA-0114955	ENWDVA-0021210	ENWDVA-0021177
ENWDVA-0023103	ENWDVA-0021211	ENWDVA-0021186
ENWDVA-0207178	ENWDVA-0021212	ENWDVA-0021187
ENWDVA-0023091	ENWDVA-0021213	ENWDVA-0021188
ENWDVA-0018492	ENWDVA-0011201	ENWDVA-0206491
ENWDVA-0121518	ENWDVA-0011202	ENWDVA-0021189
ENWDVA-0181484	ENWDVA-0011217	ENWDVA-0021190
ENWDVA-0085803	ENWDVA-0123047	ENWDVA-0019325
ENWDVA-0007692	ENWDVA-0011226	ENWDVA-0021191
ENWDVA-0181500	ENWDVA-0085745	ENWDVA-0070806
ENWDVA-0097957	ENWDVA-0001369	ENWDVA-0070809
ENWDVA-0185464	ENWDVA-0070597	ENWDVA-0102878
ENWDVA-0097955	ENWDVA-0011237	ENWDVA-0012272
ENWDVA-0019826	ENWDVA-0001432	ENWDVA-0095439
ENWDVA-0070748	ENWDVA-0021216	ENWDVA-0203371
ENWDVA-0123161	ENWDVA-0023316	ENWDVA-0023089
ENWDVA-0019658	ENWDVA-0069958	ENWDVA-0122491
ENWDVA-0122499	ENWDVA-0021225	ENWDVA-0203376
ENWDVA-0090535	ENWDVA-0107802	ENWDVA-0019342
ENWDVA-0029974	ENWDVA-0107807	ENWDVA-0019345
ENWDVA-0105125	ENWDVA-0021226	ENWDVA-0019355
ENWDVA-0181510	ENWDVA-0095056	ENWDVA-0043205
ENWDVA-0199887	ENWDVA-0021227	ENWDVA-0071814
ENWDVA-0142213	ENWDVA-0095057	ENWDVA-0023093
ENWDVA-0105298	ENWDVA-0021228	ENWDVA-0099188
ENWDVA-0105551	ENWDVA-0204201	ENWDVA-0007120
ENWDVA-0019993	ENWDVA-0021229	ENWDVA-0023094
ENWDVA-0204208	ENWDVA-0021230	ENWDVA-0011820
ENWDVA-0181643	ENWDVA-0109945	ENWDVA-0011829
ENWDVA-0181644	ENWDVA-0021442	ENWDVA-0098378
ENWDVA-0019319	ENWDVA-0042635	ENWDVA-0011830
ENWDVA-0011180	ENWDVA-0012816	ENWDVA-0206054
ENWDVA-0046147	ENWDVA-0115621	ENWDVA-0015479
ENWDVA-0005486	ENWDVA-0001475	ENWDVA-0011831
ENWDVA-0100233	ENWDVA-0095389	ENWDVA-0029598

ENWDVA-0005901	ENWDVA-0085907	ENWDVA-0011832
ENWDVA-0011833	ENWDVA-0004835	ENWDVA-0016660
ENWDVA-0007279	ENWDVA-0203383	ENWDVA-0020891
ENWDVA-0011834	ENWDVA-0005250	ENWDVA-0019320
ENWDVA-0204186	ENWDVA-0104703	ENWDVA-0018205
ENWDVA-0196285	ENWDVA-0071495	ENWDVA-0020892
ENWDVA-0043307	ENWDVA-0031839	ENWDVA-0069650
ENWDVA-0013966	ENWDVA-0087221	ENWDVA-0090545
ENWDVA-0141002	ENWDVA-0019351	ENWDVA-0019335
ENWDVA-0011200	ENWDVA-0097985	ENWDVA-0012179
ENWDVA-0012214	ENWDVA-0122947	ENWDVA-0094923
ENWDVA-0199409	ENWDVA-0070410	ENWDVA-0020903
ENWDVA-0095469	ENWDVA-0114351	ENWDVA-0109187
ENWDVA-0095478	ENWDVA-0099177	ENWDVA-0199410
ENWDVA-0001150	ENWDVA-0204845	ENWDVA-0094945
ENWDVA-0095479	ENWDVA-0097954	ENWDVA-0109258
ENWDVA-0095480	ENWDVA-0114346	ENWDVA-0017236
ENWDVA-0095481	ENWDVA-0071756	ENWDVA-0205053
ENWDVA-0204198	ENWDVA-0074913	ENWDVA-0009763
ENWDVA-0095482	ENWDVA-0181505	ENWDVA-0004617
ENWDVA-0095483	ENWDVA-0042693	ENWDVA-0204194
ENWDVA-0122949	ENWDVA-0181508	ENWDVA-0098132
ENWDVA-0098274	ENWDVA-0181499	ENWDVA-0001278
ENWDVA-0019348	ENWDVA-0204191	ENWDVA-0069638
ENWDVA-0196106	ENWDVA-0181507	ENWDVA-0207182
ENWDVA-0203019	ENWDVA-0103096	ENWDVA-0100133
ENWDVA-0000484	ENWDVA-0181506	ENWDVA-0203015
ENWDVA-0031844	ENWDVA-0199101	ENWDVA-0094953
ENWDVA-0019329	ENWDVA-0054773	ENWDVA-0185589
ENWDVA-0203375	ENWDVA-0011025	ENWDVA-0204196
ENWDVA-0098491	ENWDVA-0011035	ENWDVA-0006579
ENWDVA-0199211	ENWDVA-0011036	ENWDVA-0095298
ENWDVA-0203017	ENWDVA-0020879	ENWDVA-0100146
ENWDVA-0122969	ENWDVA-0011037	ENWDVA-0042298
ENWDVA-0070997	ENWDVA-0011038	ENWDVA-0094912
ENWDVA-0112322	ENWDVA-0011039	ENWDVA-0042308
ENWDVA-0123038	ENWDVA-0011040	ENWDVA-0094913
ENWDVA-0142774	ENWDVA-0020888	ENWDVA-0121528
ENWDVA-0046667	ENWDVA-0206174	ENWDVA-0205190
ENWDVA-0203570	ENWDVA-0011079	ENWDVA-0014497
ENWDVA-0020379	ENWDVA-0207180	ENWDVA-0204862
ENWDVA-0046669	ENWDVA-0011099	ENWDVA-0097535
ENWDVA-0028667	ENWDVA-0020889	ENWDVA-0012265
ENWDVA-0112800	ENWDVA-0008330	ENWDVA-0097536
ENWDVA-0028849	ENWDVA-0008372	ENWDVA-0090561
ENWDVA-0112880	ENWDVA-0204849	ENWDVA-0069627
ENWDVA-0028914	ENWDVA-0020890	ENWDVA-0000208
ENWDVA-0023313	ENWDVA-0029614	ENWDVA-0006951
ENWDVA-0181521	ENWDVA-0042751	ENWDVA-0203564

ENWDVA-0206560	ENWDVA-0204408	ENWDVA-0185608
ENWDVA-0069868	ENDO-OPIOID MDL-04214483	ENDO-OPIOID MDL-06084704
ENWDVA-0012505	ENDO-OPIOID MDL-04713472	ENDO-OPIOID MDL-06086441
ENWDVA-0104646	ENDO-OPIOID MDL-04803371	ENDO-OPIOID MDL-06189769
ENWDVA-0098207	ENDO-OPIOID MDL-04803272	ENDO-OPIOID MDL-06087125
ENWDVA-0070538	ENDO-OPIOID MDL-04803438	ENDO-OPIOID MDL-06189818
ENWDVA-0075999	ENDO-OPIOID MDL-04803657	ENDO-OPIOID MDL-06189870
ENDO-OPIOID MDL-04712787	ENDO-OPIOID MDL-04746156	ENWDVA-0020893
ENDO-OPIOID MDL-04713552	ENDO-OPIOID MDL-04865666	ENWDVA-0034141
ENDO-OPIOID MDL-04324256	ENDO-OPIOID MDL-04865668	ENWDVA-0020901
ENDO-OPIOID MDL-04716869	ENDO-OPIOID MDL-04803554	ENDO-OPIOID MDL-06085581
ENDO-OPIOID MDL-04813634	ENDO-OPIOID MDL-04712194	ENDO-OPIOID MDL-06235711
ENDO-OPIOID MDL-04712846	ENDO-OPIOID MDL-04712296	ENDO-OPIOID MDL-06235704
ENDO-OPIOID MDL-04815692	ENDO-OPIOID MDL-04815750	ENWDVA-0103099
ENDO-OPIOID MDL-04712202	ENDO-OPIOID MDL-04714330	ENWDVA-0102450
ENDO-OPIOID MDL-04803496	ENDO-OPIOID MDL-04861414	ENWDVA-0102455
ENWDVA-0103397	ENWDVA-0012280	ENWDVA-0087530
ENWDVA-0186153	ENWDVA-0007420	ENWDVA-0070328
ENWDVA-0090555	ENWDVA-0022082	MCK-MAAG-0221237
MCK-MAAG-0221734	MCK-MAAG-0220761	MCK-MAAG-0220234
MCK-MAAG-0218651	MCK-MAAG-0220305	MCK-MAAG-0219194

EXHIBIT C
TO THE GUC CREDITOR TRUST-PURCHASER COOPERATION AGREEMENT

No requests for Initial Transfer Period. The GUC Trust reserves the right to make requests during the Supplemental Transfer Period.

Exhibit B

Class A Notice and Trust Submission Form

[Provided Separately]

Exhibit C

Form of General Unsecured Claims Trust Claims Resolution Procedures

ENDO GUC TRUST

PROCEDURES FOR RESOLVING DISPUTED GENERAL UNSECURED CLAIMS¹

These procedures (the “**Claim Resolution Procedures**”) are designed to promote the efficient resolution by the Endo GUC Trust (the “**GUC Trust**”) established pursuant to that certain Endo GUC Trust Agreement (the “**Trust Agreement**”) of Other General Unsecured Claims, through settlement, mediation, or estimation, and have been approved by the Bankruptcy Court as part of the Trust Agreement pursuant to the Confirmation Order (the “**Confirmation Order**”) confirming the Plan (the “**Plan**”).

I. Introduction and Overview.

The GUC Trust, which was established on or before the Effective Date pursuant to the Plan, the Confirmation Order, and the other GUC Trust Documents, received the Transferred Assets from the Debtors and/or the applicable Post-Emergence Entities for the benefit of the GUC Trust Beneficiaries. Pursuant to the Plan, the Confirmation Order, and the other GUC Trust Documents, and as set forth in the Trust Agreement, the GUC Trust shall have the responsibility and authority for administering, disputing, compromising, and settling or otherwise resolving and finalizing payments or other distributions with respect to the Claims of Eligible General Unsecured Claimants that are beneficiaries of the GUC Trust. Accordingly, the GUC Trust is also charged with liquidating and resolving certain claims, specifically, the Other General Unsecured Claims asserted against the Debtors (collectively, the “**Disputed General Unsecured Claims**” and the holders of such claims, the “**Disputed General Unsecured Claimants**”).

The Disputed General Unsecured Claims may be, as applicable, unliquidated, disputed, and/or contingent Claims asserted against one or more Debtors, evidenced by a timely filed proof of claim, and subject to resolution through these Claim Resolution Procedures pursuant to the Plan, the Confirmation Order, and the other GUC Trust Documents. Litigating each independent Disputed General Unsecured Claim in a multitude of separate individual actions could result in a significant consumption of limited resources of all of the courts, the GUC Trust, the Disputed General Unsecured Claimants, and third parties. The cost and delay associated with ordinary litigation procedures would not be in the best interests of the holders of Other General Unsecured Claims, and would significantly deplete value that would otherwise go to the recoveries of all holders of Other General Unsecured Claims, including those Claims that are presently Disputed General Unsecured Claims but become Allowed Claims at a future Date. The Claim Resolution Procedures are designed to facilitate and incentivize settlement and avoid such a result.

Accordingly, in the absence of a settlement of a Disputed General Unsecured Claim that was reached prior to the Effective Date, these procedures are intended to facilitate a consensual resolution of a Disputed General Unsecured Claim, or if such a resolution cannot be achieved, to

¹ Capitalized terms used herein without definition shall have the meanings ascribed to them in the Trust Agreement.

submit such Disputed General Unsecured Claim to mandatory mediation, upon the provision of notice from the GUC Trust with respect to a Disputed General Unsecured Claim as set forth in Section II.1 hereof. For the avoidance of doubt, the GUC Trust and a Disputed General Unsecured Claimant are permitted by these Claims Resolution Procedures to resolve the relevant Disputed General Unsecured Claim at any time, including without submitting such Claim to mediation as set forth in Section III.1 below.

These Claims Resolution Procedures provide Disputed General Unsecured Claimants the opportunity to maximize the amount and speed of any potential recovery from the GUC Trust, by establishing a standard methodology for informal and formal negotiations fostering settlement and liquidation of Disputed General Unsecured Claims.

Other than as set forth in the GUC Trust Documents, the Plan and the Confirmation Order, the GUC Trust shall maintain complete discretion with respect to the settlement of any Disputed General Unsecured Claim, including, with respect to any such Disputed General Unsecured Claim, the determination to implement these Claims Resolution Procedures. Nothing herein shall abridge any provision of the Plan, the Confirmation Order, or any of the other GUC Trust Documents. Notwithstanding anything to the contrary herein, nothing shall prevent the GUC Trust from filing an objection to a Disputed General Unsecured Claim at any time.

II. General Provisions.

1. Notice. The GUC Trust shall initiate these Claims Resolution Procedures by providing to each Disputed General Unsecured Claimant designated by the GUC Trust for resolution pursuant to these Claims Resolution Procedures, a notice including a copy of these Claims Resolution Procedures together with such correspondence as the GUC Trust shall deem necessary to inform the Disputed General Unsecured Claimant of the nature of the dispute regarding the claim in question (collectively, the “**Claims Resolution Initiation Package**”) and to their counsel of record as indicated in the relevant proof of claim form or on the docket of the Bankruptcy Court. For Disputed General Unsecured Claims that were transferred pursuant to Bankruptcy Rule 3001(e) prior to the Effective Date, the GUC Trust shall serve a copy of the Claims Resolution Initiation Package on the transferee identified in the notice of transfer of claim filed with the Bankruptcy Court and/or their counsel of record as indicated in the relevant proof of claim form or on the docket of the Bankruptcy Court. For purposes of serving notices under these Claims Resolution Procedures, including notice of the Claims Resolution Initiation Package, notice shall be to the last known address of the applicable Disputed General Unsecured Claimant (and their counsel, if applicable) as determined pursuant to this paragraph, and the GUC Trust shall be under no obligation to determine the current address of such Disputed General Unsecured Claimant. Notice of the Claims Resolution Initiation Package may be provided via email.

2. Supporting Documentation. Upon the request of the GUC Trust, each Disputed General Unsecured Claimant shall provide to the GUC

Trust such information as the GUC Trust may reasonably deem necessary to evaluate the Disputed General Unsecured Claim (or related claims or causes of action) within thirty 30 days of the GUC Trust making such request, or at such a later date as the parties may agree.

3. Valid and Timely Proof of Claim. Participation in these Claims Resolution Procedures shall in no way alter any requirement that the applicable Disputed General Unsecured Claimant must have timely (i) filed a proof of claim in these Chapter 11 Cases against any of the Debtors and have (ii) submitted a Trust Submission Form in compliance with the GUC Trust Documents. Failure to timely file a proof of claim or submit a Trust Submission Form in compliance with the GUC Trust Documents shall result in the irrevocable forfeiture of any right of such Disputed General Unsecured Claimant's right to receive a distribution from the GUC Trust. Participation in the Claims Resolution Procedures shall in no way impact the GUC Trust's ability to litigate any matter that is not resolved pursuant to the Claims Resolution Procedures.

4. Additional Procedures.

(a) Nothing herein shall prevent the GUC Trust from filing a motion with the Bankruptcy Court at any time seeking supplementary or other procedures with respect to claims reconciliation and resolution, including but not limited to seeking (i) procedures for submitting objections to Disputed General Unsecured Claims, including omnibus objections, or (ii) estimation procedures with respect to any Disputed General Unsecured Claim.

(b) If, following the initiation of the Claims Resolution Procedures by the GUC Trust, a Disputed General Unsecured Claimant, in violation of the GUC Trust Documents, declines to participate in these Claims Resolution Procedures, and/or instead seeks to resolve its Claim in an alternate forum, such Disputed General Unsecured Claimant shall be liable for the reimbursement of the fees and expenses incurred by the GUC Trust (including, without limitation, legal fees and expenses) in contesting the availability of relief in such alternate forum. The GUC Trust shall have the right to offset the fees and expenses incurred in resolving such Disputed General Unsecured Claim against distributions to the holder of such Disputed General Unsecured Claim, if Allowed. Notwithstanding anything to the contrary in the GUC Trust Documents, the Plan or the Confirmation Order, nothing shall prevent the GUC Trust and a Disputed General Unsecured Claimant from resolving a Disputed General Unsecured Claim in an alternative forum by mutual, written agreement of the GUC Trust and such Disputed General Unsecured Claimant.

(c) The GUC Trust shall not be required to file an objection or any other motion with the Bankruptcy Court with respect to a Disputed General Unsecured Claim as a condition to the implementation of these Claims Resolution Procedures.

(d) These Claims Resolution Procedures will result in each Disputed General Unsecured Claim being treated as (i) an Allowed Eligible General Unsecured Claim, (ii) a Disallowed Claim, (iii) a continuing Disputed General Unsecured Claim, or (iv) some combination thereof.

(e) In the event a Disputed General Unsecured Claimant fails to respond to the GUC Trust within 30 days of the date on which such response is required by these Claims Resolution Procedures, the applicable Disputed General Unsecured Claim may be deemed Disallowed by the GUC Trust. The GUC Releases granted or deemed to have been granted, and the Covenant Not To Collect agreed to, by any holder of a Disallowed General Unsecured Claim shall not be impacted by the Disallowance of such General Unsecured Claim and shall remain in full force and effect.

5. Confidentiality. Any statements made by the Mediator (as defined below), any Disputed General Unsecured Claimant, the GUC Trust, or any other Person that participates in a Mediation or other process contemplated by these Claims Resolution Procedures, and each of the foregoing's respective representatives, shall be subject to the maximum extent available to Rule 408 of the Federal Rules of Evidence and the privilege afforded statements made in mediation under applicable state law, and shall not be divulged to the Bankruptcy Court (any other court), or to any third party without the consent of all parties to the applicable settlement discussions or mediation session(s). Any reports, records, or other documents received or made by the Mediator shall be confidential. The Mediator shall not be compelled to divulge such records or testify in regard to the Mediation in connection with any other proceeding. To the extent reasonably required, each party to a Mediation shall execute a form of confidentiality agreement mutually acceptable to each such party, each in their reasonable discretion; provided, however, the failure to enter into such a confidentiality agreement shall not in any way obviate the foregoing confidentiality obligations.

6. Limited Role of Other Parties.

(a) To the extent the Post-Emergence Entities are involved in any Mediation or other process contemplated by these Claims Resolution Procedures, any fees and expenses incurred by such Persons shall not be the responsibility of the GUC Trust, except as otherwise explicitly provided for in the GUC Trust Documents.

(b) Other than as agreed to by the GUC Trust and any such Post-Emergence Entities on a case-by-case basis, the Post-Emergence Entities shall not be obligated to participate in any negotiation, mediation, or other process contemplated by these Claims Resolution Procedures.

III. Resolution of Disputed General Unsecured Claims.

1. Informal Settlement.

(a) Nothing herein shall preclude the GUC Trust from attempting to resolve a Disputed General Unsecured Claim outside of a mediation session by mutual consent of the GUC Trust and the applicable Disputed General Unsecured Claimant (such a process, an "**Informal Resolution**"), including, without limitation, by offering to Allow the Disputed General Unsecured Claim consistent with the terms of the GUC Trust Document. In the event the GUC Trust seeks to settle a Disputed General Unsecured Claim via an Informal Resolution, the parties to such Informal Resolution shall cooperate in good faith to schedule settlement conferences or telephonic settlement conferences with each other at mutually convenient times.

(b) In connection with any Informal Resolution, consistent with the GUC Trust Documents, the GUC Trust shall have significant leeway to structure settlement agreements to include such provisions as the GUC Trust, in its reasonable discretion may deem appropriate. To the extent any settlement requires proportional division of settlement amounts among multiple Disputed General Unsecured Claimants or specific damages within a single Disputed General Unsecured Claim, nothing herein shall prevent the parties from structuring settlements accordingly.

2. Mediation Procedures.

(a) To the extent a Disputed General Unsecured Claim is not resolved through an Informal Resolution, the GUC Trust may, at its discretion, proceed to a mediation (a “**Mediation**”) with respect to such a Disputed General Unsecured Claim. If a Disputed General Unsecured Claimant refuses to participate in a Mediation, the GUC Trust may seek to compel mediation by an order of the Bankruptcy Court, with fees and costs incurred in connection with such proceedings to compel to be borne by the Disputed General Unsecured Claimant. The GUC Trust shall have the right to offset the fees and expenses incurred in mediating such Disputed General Unsecured Claim against distributions to the holder of such Disputed General Unsecured Claim, if Allowed. The outcome of a Mediation shall be binding on all parties.

(b) A Mediation shall be conducted with the assistance of one or more alternative dispute resolution organizations (collectively, the “**ADR Organizations**”) and individuals employed thereby (each, a “**Mediator**,” and with the ADR Organizations, the “**ADR Providers**”) as set forth on **Exhibit A** hereto. The GUC Trust may supplement the list of ADR Providers in their discretion.

(c) For Disputed General Unsecured Claims that proceed to a Mediation, the GUC Trust and the Disputed General Unsecured Claimant shall agree upon a Mediator from among the ADR Providers to mediate the applicable Disputed General Unsecured Claim, provided that the GUC Trust shall give the Disputed General Unsecured Claimant the opportunity to propose up to three alternative proposed Mediators, from which the parties can agree to select. Nothing herein shall prevent the GUC Trust and a Disputed General Unsecured Claimant from mutually agreeing in writing to the use of an alternative Mediator. If the parties fail to agree to a Mediator, the GUC Trust may seek approval of a Mediator from the Bankruptcy Court, with notice and an opportunity for the Disputed General Unsecured Claimant to be heard, the fees and cost of which shall be borne by the Disputed General Unsecured Claimant.

(d) A Mediator shall charge no more than its standard hourly rate for services of this kind. The GUC Trust is authorized to make payments to each ADR Provider upon receipt therefrom of reasonably detailed invoices indicating the nature of the services rendered and calculated in accordance with such professional’s standard billing practices (without prejudice to the GUC Trust’s right to dispute any such invoice). Notwithstanding the foregoing, in each instance, the Mediator’s fees and expenses incurred in connection with each mediation session shall be shared equally between the (i) the GUC Trust, and (ii) the applicable Disputed General Unsecured Claimant, unless otherwise agreed to by the parties. The Mediator shall have the authority to allocate fees between the GUC Trust and the Disputed General Unsecured Claimant in its discretion. In the event a Disputed General Unsecured Claimant fails to pay its share of such

fees and expenses, the GUC Trust may, in addition to all other remedies available to the GUC Trust (including the filing of an action with the Bankruptcy Court), withhold any distribution from the GUC Trust to such Disputed General Unsecured Claimants. If the (i) GUC Trust or (ii) Disputed General Unsecured Claimant fails to appear for a scheduled mediation session without giving seven (7) days written notice, or if scheduled on less notice, written notice within twenty-four (24) hours (including by e-mail) of the mediation session, the party failing to appear shall be responsible for 100% of the costs for that mediation session, including applicable attorneys' fees, if any.

(e) The Mediator shall have the responsibility and authority to establish reasonable and practical mediation procedures and, in consultation with the parties, shall have the authority to set the date, time, and location of mediation sessions for resolving the particular Disputed General Unsecured Claim subject to a Mediation.

(f) As soon as practicable after the selection of the Mediator for a particular Disputed General Unsecured Claim, the Mediator shall serve a notice on the applicable Disputed General Unsecured Claimant and the GUC Trust advising that such Disputed General Unsecured Claim is subject to mediation and the procedures applicable to the mediation sessions, including timing for submission of documents or statements by the parties. After such service, the Mediator shall confer with the parties to schedule mediation sessions. Once mediation sessions are scheduled by the Mediator, the Mediator shall serve notice of the date, time, and location of the mediation sessions on the applicable Disputed General Unsecured Claimant and the GUC Trust, as applicable. Service by email shall be sufficient for all mediation purposes.

(g) Any party may be represented at a mediation session by legal counsel at such party's cost and expense, although legal counsel shall not be required for Mediation. The Mediator shall meet with the parties and/or their representatives, individually and jointly, for a conference or series of conferences, as determined by the Mediator. The Mediator may, but shall not be obligated to, report any willful failure to attend or participate in good faith in the mediation session to the Bankruptcy Court, which may result in the imposition of sanctions by the Bankruptcy Court. The Mediator shall have no obligation to make written comments or recommendations regarding settlement, which comments and recommendations may be given orally to the Parties.

(h) Either the GUC Trust or the holders of Disputed General Unsecured Claims may request that, in the interests of efficiency and fairness, the mediation regarding more than one Disputed General Unsecured Claim be combined into a single Mediation proceeding. In the discretion of the Mediator, such request may be accepted or denied, depending on whether there are questions of fact or law common to all such Disputed General Unsecured Claims, the extent to which such common questions predominate and such other factors in the interests of efficiency and fairness as the Mediator considers relevant.

3. Estimation.

(a) If a Mediation does not resolve a Disputed General Unsecured Claim, the GUC Trust may request that the Bankruptcy Court estimate the Disputed General Unsecured Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether an objection was

previously filed with the Bankruptcy Court with respect to such Disputed General Unsecured Claim, or whether the Bankruptcy Court has ruled on any such objection.

(b) As provided in the GUC Trust Documents, each holder of a Disputed General Unsecured Claim releases all rights to seek estimation of or otherwise litigate their claims in any forum outside of these Claims Resolution Procedures.

(c) In the event that the Bankruptcy Court estimates any Disputed General Unsecured Claim, the amount so estimated shall constitute either the Allowed amount of such Disputed General Unsecured Claim or a maximum limitation on the Allowed amount of such Disputed General Unsecured Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Disputed General Unsecured Claim, the GUC Trust may pursue supplementary proceedings to seek (i) the allowance of such Disputed General Unsecured Claim at such maximum limitation or a lesser amount, or (ii) the disallowance of such Disputed General Unsecured Claim.

4. Resolution by the Bankruptcy Court.

(a) To the extent that a Mediation does not resolve a Disputed General Unsecured Claim, the GUC Trust may submit the matter to the Bankruptcy Court within thirty (30) days from the conclusion of the Mediation.

Exhibit A

ADR Providers

JAMS and neutrals affiliated with JAMS, or other neutrals are anticipated to be the ADR Providers.

Exhibit D

GUC Trust Oversight Board

GUC TRUST OVERSIGHT BOARD

Board Member	Role
Morton Branzburg	Sub-Trust Board Member
Ephraim Diamond	Independent Board Member
Daniel Golden	Oversight Board Member
Dennis Prieto	Oversight Board Member
Himanshu Sheth	Oversight Board Member

Exhibit E

Trust Submission Form

[Provided Separately]

Exhibit F

Trust Submission Form Notice

[Provided Separately]

Exhibit G

The purpose of this exhibit is to provide an expansion and example of the formulas found in Section 6.2.

The following is a full expansion of the formulas in 6.2.1 for the first four insurer settlements.

$$ARM = \frac{\left[\frac{\text{Mesh}_1 \times \text{Settlement}_1}{\text{Total Limits}_1} + \frac{\text{Mesh}_2 \times \text{Settlement}_2}{\text{Total Limits}_2} + \frac{\text{Mesh}_3 \times \text{Settlement}_3}{\text{Total Limits}_3} + \frac{\text{Mesh}_4 \times \text{Settlement}_4}{\text{Total Limits}_4} \right]}{[\text{Settlement}_1 + \text{Settlement}_2 + \text{Settlement}_3 + \text{Settlement}_4]}$$

$$ARO = \frac{\left[\frac{\text{Opioids}_1 \times \text{Settlement}_1}{\text{Total Limits}_1} + \frac{\text{Opioids}_2 \times \text{Settlement}_2}{\text{Total Limits}_2} + \frac{\text{Opioids}_3 \times \text{Settlement}_3}{\text{Total Limits}_3} + \frac{\text{Opioids}_4 \times \text{Settlement}_4}{\text{Total Limits}_4} \right]}{[\text{Settlement}_1 + \text{Settlement}_2 + \text{Settlement}_3 + \text{Settlement}_4]}$$

$$ARR = \frac{\left[\frac{\text{Ranitidine}_1 \times \text{Settlement}_1}{\text{Total Limits}_1} + \frac{\text{Ranitidine}_2 \times \text{Settlement}_2}{\text{Total Limits}_2} + \frac{\text{Ranitidine}_3 \times \text{Settlement}_3}{\text{Total Limits}_3} + \frac{\text{Ranitidine}_4 \times \text{Settlement}_4}{\text{Total Limits}_4} \right]}{[\text{Settlement}_1 + \text{Settlement}_2 + \text{Settlement}_3 + \text{Settlement}_4]}$$

Table I includes hypothetical data for four initial insurer settlements. This hypothetical data is used to illustrate the calculations contained in the formula of 6.2.1.

Table I:

Insurer	Total Mesh Limits (Mesh)	Total Opioids Limits (Opioids)	Total Ranitidine Limits (Ranitidine)	Total Limits	Settlement
1	\$4,000,000	\$1,500,000	\$2,000,000	\$7,500,000	\$3,500,000
2	\$0	\$1,000,000	\$3,000,000	\$4,000,000	\$1,000,000
3	\$1,000,000	\$6,000,000	\$0.00	\$7,000,000	\$2,500,000
4	\$4,000,000	\$2,000,000.00	\$0.00	\$6,000,000	\$3,000,000

Inserting the values from Table I into the expansion of the summation above yields the following equations:

$$ARM = \frac{\left[\frac{\$4M \times \$3.5M}{\$7.5M} + \frac{\$0 \times \$1M}{\$4M} + \frac{\$1M \times \$2.5M}{\$7M} + \frac{\$4M \times \$3M}{\$6M} \right]}{[\$3.5M + \$1M + \$2.5M + \$3M]}$$

$$ARO = \frac{\left[\frac{\$1.5M \times \$3.5M}{\$7.5M} + \frac{\$1M \times \$1M}{\$4M} + \frac{\$6M \times \$2.5M}{\$7M} + \frac{\$2 \times \$3M}{\$6M} \right]}{[\$3.5M + \$1M + \$2.5M + \$3M]}$$

$$ARR = \frac{\left[\frac{\$2M \times \$3.5M}{\$7.5M} + \frac{\$3M \times \$1M}{\$4M} + \frac{\$0 \times \$2.5M}{\$7M} + \frac{\$0 \times \$3M}{\$6M} \right]}{[\$3.5M + \$1M + \$2.5M + \$3M]}$$

Reducing the equations above yields the final values for the Average Recoveries.

$$ARM = 0.42$$

$$ARO = 0.41$$

$$ARR = 0.17$$

Table II includes hypothetical data for three subsequent insurer settlements. This hypothetical data is used to illustrate concretely the calculations contained in the formula of 6.2.2, 6.2.3, and 6.2.4.

Table II:

Insurer	Total Mesh Limits (Mesh)	Total Opioids Limits (Opioids)	Total Ranitidine Limits (Ranitidine)	Total Limits	Settlement (S)
5	\$1,500,000	\$3,000,000	\$4,000,000	\$8,500,000	\$5,000,000
6	\$5,000,000	\$5,500,000	\$0.00	\$10,500,000	\$8,500,000
7	\$10,000,000	\$1,000,000.00	\$0.00	\$11,000,000	\$5,000,000

Inserting the values for insurer 5 in Table II into the formulas from 6.2.2 yields the following equations.

$$\text{Mesh Proceeds} = \$5M \times 0.42$$

$$\text{Opioid Proceeds} = \$5M \times 0.41$$

$$\text{Ranitidine Proceeds} = \$5M \times 0.17$$

Reducing the equations above yields the final values for each of the proceeds.

$$\text{Mesh Proceeds} = \$2.1\text{M}$$

$$\text{Opioid Proceeds} = \$2.05\text{M}$$

$$\text{Ranitidine Proceeds} = \$850\text{K}$$

Inserting the values for insurer 6 in Table II into the formulas from 6.2.3 yields the following equations.

$$AARM = \frac{0.42}{0.42 + 0.41} = 0.51$$

$$AARO = \frac{0.41}{0.42 + 0.41} = 0.49$$

$$AARR = 0$$

$$\text{Mesh Proceeds} = \$8.5\text{M} \times 0.51$$

$$\text{Opioid Proceeds} = \$8.5\text{M} \times 0.49$$

$$\text{Ranitidine Proceeds} = \$8.5\text{M} \times 0$$

Reducing the equations above yields the final values for each of the proceeds.

$$\text{Mesh Proceeds} = \$4.355\text{M}$$

$$\text{Opioid Proceeds} = \$4.165\text{M}$$

$$\text{Ranitidine Proceeds} = \$0$$

Inserting the values for insurer 7 in Table II into the formulas from 6.2.3 yields the following equations.

$$AARM = \frac{0.42}{0.42 + 0.41} = 0.51$$

$$AARO = \frac{0.41}{0.42 + 0.41} = 0.49$$

$$AARR = 0$$

$$\text{Mesh Proceeds} = \$5\text{M} \times 0.51$$

$$\text{Opioid Proceeds} = \$5\text{M} \times 0.49$$

$$\text{Ranitidine Proceeds} = \$5M \times 0$$

Reducing the equations above yields the final values for each of the proceeds.

$$\text{Mesh Proceeds} = \$2.55M$$

$$\text{Opioid Proceeds} = \$2.45M$$

$$\text{Ranitidine Proceeds} = \$0$$