

**Endo Ranitidine Trust Agreement**

This trust agreement (this “**Ranitidine Trust Agreement**”) for the Trust established for holders of Ranitidine Claims (the “**Ranitidine Trust**”),<sup>1</sup> dated and effective as of the date on which the Plan (defined herein) became effective under its terms (the “**Effective Date**”), is entered into, as contemplated by the Plan<sup>2</sup> (defined below) and the GUC Trust Agreement (as defined in the Plan) by Heather Barlow as the Trustee for the Ranitidine Trust (the “**Ranitidine Trustee**”) and U.S. Bank Trust National Association as the Delaware Trustee for the Ranitidine Trust (the “**Delaware Trustee**”);

**WHEREAS**, on August 16, 2022, Endo International plc and its affiliated debtors and debtors in possession (together with later-filed debtor affiliates, the “**Debtors**”) commenced cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), administered and known as *In re Endo International plc, et al.*, No. 22-22549 (JLG) (the “**Chapter 11 Cases**”);

**WHEREAS**, 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**”);

**WHEREAS**, 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**”).

**WHEREAS**, on March 22, 2024, the Bankruptcy Court entered its *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**”);

**WHEREAS**, the Plan provides for, *inter alia*, the formation of the Ranitidine Trust pursuant to this Ranitidine Trust Agreement, as one of the Distribution Sub-Trusts, and distribution, pursuant to the terms of the Plan, the Confirmation Order, the GUC Trust Agreement, and this Ranitidine Trust Agreement, of the Ranitidine Claims Trust Consideration to holders of Eligible Ranitidine Claims (as defined herein) that become Allowed after the Effective Date, subject to the terms set forth herein;

**WHEREAS**, as set forth in the Plan, this Ranitidine Trust Agreement and the GUC Trust Agreement, the Ranitidine Trust is to use its assets and income to resolve and make distributions on account of all Eligible Ranitidine Claims and shall (i) hold, manage, and invest all funds and other assets received by the Ranitidine Trust from the GUC Trust for the benefit of the beneficiaries

<sup>1</sup> The legal name of the Ranitidine Trust will be the Endo Ranitidine Trust.

<sup>2</sup> All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan or GUC Trust Agreement.

of the Ranitidine Trust; and (ii) administer, process, resolve, and liquidate all Allowed Eligible Ranitidine Claims in accordance with this Ranitidine Trust Agreement;

**WHEREAS**, pursuant to the Plan, Disclosure Statement and Confirmation Order, the Ranitidine Trust is intended to qualify as a “qualified settlement fund” within the meaning of section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code (the “**QSF Regulations**”), and to be treated consistently for state and local tax purposes to the extent applicable; and

**NOW, THEREFORE**, it is hereby agreed as follows:

## ARTICLE I DEFINITIONS AND INTERPRETATIONS

**1.1 Definitions Incorporated from the Plan and GUC Trust Agreement.** Other than the terms defined in the preamble and recitals above, in the following Section, or elsewhere in this Ranitidine Trust Agreement, any term used in capitalized form that is not defined in this Ranitidine Trust Agreement, but that is defined in the Plan, the GUC Trust Agreement, the Bankruptcy Code or the Bankruptcy Rules, has the meaning assigned to such term in the Plan, the GUC Trust Agreement, 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 “**Advisory Committee**” shall mean the advisory committee for each of the Distribution Sub-Trusts established pursuant to Section 6.11 of this Ranitidine Trust Agreement and each of the other Distribution Sub-Trust Agreements.

1.2.2 “**Allowed**” shall mean an Eligible Ranitidine Claim that has been allowed pursuant to and in accordance with this Ranitidine Trust Agreement (including after reconciliation and/or objection by the Ranitidine Trustee). “Allowance” and other such terms have correlative meanings.

1.2.3 “**Claim Amount**” shall mean the Allowed Amount of a Claim, or, if such Claim is Disputed, the Estimated Amount of such Claim.

1.2.4 “**Claims and Noticing Agent**” shall mean Kroll Restructuring Administration LLC.

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

1.2.6 “**Disallowed**” shall mean an Eligible Ranitidine Claim that has been disallowed pursuant to this Ranitidine Trust Agreement. “Disallowance” and other such terms have correlative meanings.

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

1.2.8 “**Eligible Ranitidine Claim**” shall mean any Ranitidine 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; and (ii) is a Ranitidine Claim for which the holder of such Ranitidine Claim returned a properly executed Trust Submission Form by the Trust Submission Form Deadline; *provided, however*, that the Ranitidine Trustee shall have the discretion, in consultation with the Advisory Committee, to Allow Ranitidine Claims filed after the Bar Date in accordance with applicable law or to allow the submission of Trust Submission Forms after the Trust Submission Form Deadline; *provided, further, however* that no EFBD Claims (as defined in the Plan) shall be Eligible Ranitidine Claims under any circumstances.

1.2.9 “**Estimated Amount**” shall mean, with respect to a Disputed Eligible Ranitidine Claim, the estimated amount of a Disputed Eligible Ranitidine Claim as determined by the Ranitidine Trustee in its good faith discretion.

1.2.10 “**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.

1.2.11 “**Ranitidine Claims Process**” means the schedule of procedures for determination of Allowed Amounts of Eligible Ranitidine Claims attached hereto as **Exhibit 1**.

1.2.12 “**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.

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

1.2.14 “**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.

1.2.15 “**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.

1.2.16 “**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.

1.2.17 “**Trust Submission Form**” shall mean the form attached to the GUC Trust Agreement as **Exhibit E**, along with any documentation required to be submitted therewith, including the Ranitidine Claim Form attached hereto as **Exhibit 2**,

required to be properly executed and submitted to the GUC Trust by all holders of Ranitidine Claims, pursuant to which such holders shall provide certain information necessary for distributions pursuant to this Ranitidine Trust Agreement.

1.2.18 **“Trust Submission Form Deadline”** shall mean July 1, 2024, as set forth in the GUC Trust Agreement, or such later date as may be determined by the GUC Trustee in accordance with the GUC Trust Agreement.

**1.3 Interpretation.** For the purposes of this Ranitidine 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 Ranitidine 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 Ranitidine Trust Agreement to “Articles” or “Sections” are references to Articles or Sections, respectively, of this Ranitidine Trust Agreement; (d) except as otherwise provided in this Ranitidine Trust Agreement, the words “herein,” “hereof,” and “hereto” refer to this Ranitidine 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 Ranitidine Trustee in a manner that is consistent with the overall purpose and intent of this Ranitidine Trust Agreement, the Plan and Confirmation Order, all without further order of the Bankruptcy Court.

**1.4 Computation of Time.** Except as otherwise provided in this Ranitidine 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 Ranitidine Trust Agreement 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

### **AGREEMENT OF TRUST**

**2.1 Creation and Name.** The Ranitidine Trustee may transact the business and affairs of the Ranitidine Trust in the name of the Ranitidine Trust, and references herein to the Ranitidine Trust shall include the Ranitidine Trustee acting on behalf of the Ranitidine Trust.

**2.2 Purpose.** The purpose of the Ranitidine Trust is to exclusively handle all Ranitidine Claims held by claimants whose claims are channeled to the GUC Trust, to resolve and make distributions in respect of Allowed Eligible Ranitidine Claims in accordance with this Ranitidine Trust Agreement, use the Ranitidine Trust Assets (as defined herein) and income to meet its obligations, as well as to, among other things:

(a) collect the applicable distributions from the GUC Trust in accordance with the Plan, the GUC Trust Documents and this Ranitidine Trust Agreement;

(b) if determined to be necessary by the Ranitidine Trustee, direct the administration, processing, liquidation and payment of all Allowed Eligible Ranitidine Claims in accordance with the Plan, the GUC Trust Documents and this Ranitidine Trust Agreement;

(c) qualify at all times as a qualified settlement fund;

(d) preserve, hold, and manage the assets of the Ranitidine Trust for use in paying and satisfying Eligible Ranitidine Claims, in accordance with this Ranitidine Trust Agreement;

(e) make distributions to holders of Allowed Eligible Ranitidine Claims in accordance with Plan, the GUC Trust Documents and this Ranitidine Trust Agreement; and

(f) use the Ranitidine Trust's assets and interest income to pay any and all fees, costs, expenses, taxes, disbursements, debts, or obligations of the Ranitidine Trust incurred from the operation and administration of the Ranitidine Trust and management of the Ranitidine Trust Assets in accordance with this Ranitidine Trust Agreement.

**2.3 Transfer of Assets.** Pursuant to and in accordance with the Plan and the GUC Trust Agreement, the Ranitidine Trust shall have received on, or as soon as reasonably practicable after the Effective Date, the Ranitidine Claims Trust Consideration from the GUC Trust, to the extent liquidated or consisting of cash, and shall receive as soon as reasonably practicable thereafter, its allocated payments from the GUC Trust consisting of its allocated share of the liquidated proceeds of those certain products liability insurance policies included in the GUC Trust Insurance Policies (as defined in the Plan) covering Ranitidine Claims, to the extent set forth and in accordance with the GUC Trust Agreement (together with any subsequent distributions and any proceeds from or interest thereon, the "**Ranitidine Trust Assets**") to fund the Ranitidine Trust and settle or discharge all Allowed Eligible Ranitidine Claims. In all events, the Ranitidine Trust Assets or any other assets to be transferred to the Ranitidine Trust under the Plan will be transferred from the GUC Trust to the Ranitidine Trust free and clear of all Claims, interests, Liens, and other encumbrances and liabilities of any kind by the Debtors, the Post-Emergence Entities, any creditor, or other entity except as otherwise provided in the Plan or this Ranitidine Trust Agreement. The transfer of the Ranitidine Trust Assets from the GUC Trust to the Ranitidine Trust shall be irrevocable and not subject to avoidance.

**2.4 Acceptance of Assets and Handling of Ranitidine Claims.**

(a) In furtherance of the purposes of the Ranitidine Trust, the Ranitidine Trust hereby expressly accepts the transfer to the Ranitidine Trust of the Ranitidine Trust Assets and any other

transfers contemplated by the Plan and GUC Trust Documents in the time and manner as, and subject to the terms, contemplated in the Plan and GUC Trust Documents.

(b) In furtherance of the purposes of the Ranitidine Trust, all Ranitidine Claims (excluding, for the avoidance of doubt, any EFBD Claims, which are not and shall not be treated as Ranitidine Claims) shall be channeled to the GUC Trust, and shall be exclusively handled by the Ranitidine Trust. None of the Debtors nor any of the Post-Emergence Entities shall have any further financial or other responsibility therefor or in connection therewith, and except to the extent of the Ranitidine Claims Trust Consideration, the GUC Trust shall not have any further financial or other responsibility therefore or in connection therewith. Except as otherwise provided in the Plan or the GUC Trust Documents, the Ranitidine Trust shall have all defenses, cross-claims, offsets, and recoupments, as well as rights of indemnification, contribution, subrogation, and similar rights, regarding such claims that the Debtors have or would have had under applicable law, but solely to the extent consistent with the Ranitidine Trust Documents, the GUC Trust Documents and the Plan; provided, however, that no such claims, defenses or rights may be asserted against any GUC Released Party.

(c) To the extent required by the Trust Act, the beneficial owners (within the meaning of the Trust Act) of the Ranitidine Trust (the “**Beneficial Owners**”) shall be deemed to be the Eligible Ranitidine Claimants; provided that (i) the Eligible Ranitidine Claimants, as such Beneficial Owners, shall have only such rights with respect to the Ranitidine Trust and its assets as are set forth in this Ranitidine Trust Agreement and (ii) no greater or other rights, including upon dissolution, liquidation, or winding up of the Ranitidine Trust, shall be deemed to apply to the Eligible Ranitidine Claimants in their capacity as Beneficial Owners. For the avoidance of doubt, holders of Claims that would be Eligible Ranitidine Claims, but for the holder thereof’s failure to timely deliver a Trust Submission Form as contemplated by this Ranitidine Trust Agreement are not Beneficial Owners.

### **ARTICLE III**

#### **POWERS AND TRUST ADMINISTRATION**

#### **3.1 Powers.**

(a) The Ranitidine Trustee is and shall act as the fiduciary to the Ranitidine Trust in accordance with the provisions of the Ranitidine Trust Agreement and the Plan and any documents contemplated thereby. The Ranitidine Trustee shall, at all times, administer the Ranitidine Trust and the Ranitidine Trust Assets in accordance with the purposes set forth in Section 2.2 above. Subject to the limitations set forth in this Ranitidine Trust Agreement, the Ranitidine Trustee shall have the power to take any and all actions that, in the judgment of the Ranitidine Trustee, are necessary or proper to fulfill the purposes of the Ranitidine Trust, including, without limitation, each power expressly granted in this Section 3.1, any power reasonably incidental thereto and not inconsistent with the requirements of Section 3.2, and any power now or hereafter permitted under the laws of the State of Delaware.

(b) Except as required by applicable law or otherwise specified herein, the Ranitidine Trustee need not obtain the order or approval of any court in the exercise of any power or discretion conferred hereunder.

(c) Without limiting the generality of Section 3.1(a) above, and except as limited below, the Ranitidine Trustee shall have the power to:

- (i) administer, resolve and satisfy all channeled Ranitidine Claims on behalf of the GUC Trust;
- (ii) receive and hold the Ranitidine Trust Assets and exercise all rights with respect thereto;
- (iii) pay liabilities and expenses of the Ranitidine Trust;
- (iv) subject to the terms of the Plan, participate, as a party or otherwise, in any judicial, administrative, arbitral, or other proceeding;
- (v) establish, supervise, and administer the Ranitidine Trust in accordance with the Ranitidine Trust Agreement;
- (vi) determine, in her business judgment, to negotiate a cash settlement of or otherwise monetize any GUC Trust Litigation Consideration constituting Ranitidine Trust Assets;
- (vii) develop an operating budget for the Ranitidine Trust, in consultation with the Advisory Committee;
- (viii) appoint, hire, or engage such officers, employees, advisors, counsel, consultants, independent contractors, representatives, and agents to provide such legal, financial, accounting, investment, auditing, forecasting, claims administration, and other services (“**Professionals**”) as the business of the Ranitidine Trust requires, and delegate to such Professionals such powers and authorities as the fiduciary duties of the Ranitidine Trustee permit and as the Ranitidine Trustee, in the Ranitidine Trustee’s discretion and in consultation with the Advisory Committee, deems advisable or necessary in order to carry out the terms of the Ranitidine Trust Agreement;
- (ix) pay reasonable compensation to Professionals engaged by the Ranitidine Trust;
- (x) as provided herein, use Ranitidine Trusts Assets to (a) compensate the Ranitidine Trustee, and the Delaware Trustee, (b) reimburse the Ranitidine Trustee, and the Delaware Trustee, for all reasonable out-of-pocket costs and expenses incurred by such persons in connection with the performance of their duties hereunder, and (c) pay the fees and expenses of the Advisory Committee as set forth herein;
- (xi) execute and deliver such instruments as the Ranitidine Trustee considers proper in administering the Ranitidine Trust; and
- (xii) in accordance with Section 6.5 below, defend, indemnify, and hold harmless (and, if practicable and reasonable, purchase insurance indemnifying) (A) the Ranitidine Trustee, and the Delaware Trustee, (B) the respective Professionals of the Ranitidine Trust (including the Claims Administrator (as defined herein) and its staff and agents), and (C) the members of the Advisory Committee (collectively the “**Indemnified Parties**” or “**Indemnified Party**” in the singular), to the fullest extent that a statutory trust organized under the laws of the State of Delaware

is from time to time entitled to defend, indemnify, hold harmless, and insure its Ranitidine Trustees, Professionals and other parties. Notwithstanding anything to the contrary herein, no party shall be indemnified in any way for any liability, expense, claim, damage, or loss for which such party is liable under Section 6.4 below;

(d) The Ranitidine Trustee shall not have the power to guarantee any debt of other Persons.

(e) The Ranitidine Trustee agrees to take the actions of the Ranitidine Trust required hereunder.

### **3.2 General Administration; Tax.**

(a) The Ranitidine Trustee shall act in accordance with this Ranitidine Trust Agreement, the Plan, the Confirmation Order and the GUC Trust Agreement, and any documents contemplated by any of the foregoing.

(b) The Ranitidine Trustee shall (i) timely file such income tax and other returns and statements required to be filed, and shall timely pay all taxes required to be paid by the Ranitidine Trust, (ii) comply with all applicable reporting and withholding obligations, including any reports determined to be necessary by the Ranitidine Trustee under the Corporate Transparency Act, H.R. 2513, 116th Cong. (2019); (iii) satisfy all requirements necessary to qualify and maintain qualification of the Ranitidine Trust as a qualified settlement fund within the meaning of the QSF Regulations, and (iv) take no action that could cause the Ranitidine Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations. The Ranitidine Trustee shall make its own tax elections as to the treatment of the Ranitidine Trust, separate from any tax elections made for the GUC Trust by the GUC Trustee, and the Ranitidine Trust shall have its own tax identification number.

(c) The Ranitidine Trustee may withhold, and shall pay to the appropriate tax authority all amounts required by law to be withheld pursuant to the Tax Code or any provision of any applicable foreign, state, or local tax law with respect to any payment or distribution to the holders of Allowed Eligible Ranitidine Claims; *provided however* that no federal or state income tax shall be withheld from any distributions to the Holders of Allowed Eligible Ranitidine Claims in any jurisdiction where a foreign Ranitidine Claimant is not required to file a federal or state tax return. All such amounts withheld and paid to the appropriate tax authority shall be treated as amounts distributed to such holders of Allowed Eligible Ranitidine Claims for all purposes of this Ranitidine Trust Agreement. The Ranitidine Trustee shall be authorized to collect tax information, which may include applicable IRS Form W-8 or IRS Form W-9, from the holders of Allowed Eligible Ranitidine Claims (including tax identification numbers) as reasonably requested by the Ranitidine Trustee, readily available to the holders of the Allowed Eligible Ranitidine Claims and necessary to effectuate the Plan and this Ranitidine Trust Agreement. The Ranitidine Trustee may refuse to make some or all of a distribution to a holder of an Allowed Eligible Ranitidine Claim that fails to furnish such information in a timely fashion, and until such information is delivered may treat such holder's Allowed Eligible Ranitidine Claim, as disputed; provided, however, that, upon the delivery of such information by a holder of an Allowed Eligible Ranitidine Claim, the Ranitidine Trustee shall make such distribution to which such holder is entitled, without additional interest occasioned by such holder's delay in providing tax information. Notwithstanding the foregoing, if a holder of an Allowed Eligible

Ranitidine Claim fails to furnish any tax information reasonably requested by the Ranitidine Trustee before the date that is six months after the request is made (subject to extension in the discretion of the Ranitidine Trustee if such holder demonstrates to the reasonable satisfaction of the Ranitidine Trustee that such holder's failure to provide such tax information is due to one or more taxing authorities' failure to furnish information necessary to respond to the Ranitidine Trustee's reasonable request to such holder despite such holder's request for such information), to the fullest extent permitted by law, the Ranitidine Trustee in his discretion, may determine that the amount of such distribution shall irrevocably revert to the Ranitidine Trust, and any Allowed Eligible Ranitidine Claim with respect to such distribution shall be discharged and forever barred from assertion against the Ranitidine Trust or its property. For the avoidance of doubt, in the event a holder's claim is discharged pursuant to this clause (c), the Trust Submission Form executed by such holder, including the release granted thereunder and the terms thereof, shall remain intact and unaffected by any such discharge. For the avoidance of doubt, the Ranitidine Trust shall not be responsible for paying any taxes on account of distributions to any beneficiaries of the Ranitidine Trust, and such beneficiaries shall be responsible for filing their own tax returns, including any 1099 forms, making any tax payments on their distributions, and consulting with their own tax advisors.

(d) The Ranitidine Trustee shall be responsible for all of the Ranitidine Trust's tax matters, including without limitation, tax audits, claims, defenses and proceedings. The Ranitidine Trustee shall file (or cause to be filed) any other statement, return, or disclosure relating to the Ranitidine Trust that is required by any governmental unit and be responsible for payment, out of the Ranitidine Trust Assets, of any taxes imposed on the Ranitidine Trust or its assets.

## ARTICLE IV

### CLAIMS ALLOWANCE AND DISTRIBUTIONS

#### **4.1 Trust Submission Forms.**

(a) In order to be Allowed and eligible to receive distributions from the Ranitidine Trust, a holder of an Eligible Ranitidine Claim must timely execute and deliver a Trust Submission Form to the GUC Trust. The GUC Trust will provide copies of all Trust Submission Forms for Eligible Ranitidine Claims to the Ranitidine Trust upon receipt, subject to the confidentiality obligations described herein. The GUC Trust will not pass on any fees or expenses on behalf of the Ranitidine Trust related to the distribution or receipt of Trust Submission Forms.

(b) The Trust Submission Form shall require a certification signed by the Ranitidine Claimant under penalty of perjury, and instructions for submitting the information and evidence required to establish an Allowed Eligible Ranitidine Claim, in a form substantially similar to the form attached hereto as **Exhibit 2**. Additionally, the Trust Submission Form shall include (i) a HIPAA release form ("**HIPAA Release**"), substantially in the form attached hereto as **Exhibit 3**, and (ii) an heirship declaration(s) ("**Heirship Declaration**"), substantially in the form attached hereto as **Exhibit 4**, which must be provided by any person seeking a distribution from the Ranitidine Trust in the capacity of an heir when an Executor, Administrator, or Personal Representative of the Deceased Person's Estate has not been appointed by a Court, or, if an Executor, Administrator, or Personal Representative has been appointed by a Court, then the Court Order appointing such person.

(c) The Trust Submission Form shall be distributed as soon as reasonably practicable following the Effective Date, and must be returned by the Trust Submission Form Deadline. Such

distribution shall be made to holders of all other Pending Eligible Ranitidine Claims, 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).

(d) No consideration will be distributed to a holder of an Eligible Ranitidine Claim unless a properly completed and duly executed Trust Submission Form has been received by the GUC Trust by the Trust Submission Form Deadline; provided, however, that the Ranitidine Trustee may determine in its sole and absolute discretion to recognize as being timely submitted a Trust Submission Form in respect of an Eligible Ranitidine Claim that has been returned after the Trust Submission Form Deadline in accordance with applicable law.

(e) In the event that the GUC Trust receives a deficient Trust Submission Form from a holder of a Pending Ranitidine Claim, the Ranitidine Trust shall provide notice of such deficiencies to such holder at the Ranitidine Trustee's discretion. Unless such deficiencies are corrected within thirty (30) days of the Ranitidine Trust providing notice, such Claim shall be deemed to be Disallowed for all purposes of the Ranitidine Trust. The GUC Releases granted and the Covenant Not To Collect made by any holder of a Disallowed Ranitidine Claim shall not be impacted by the Disallowance of such Ranitidine Claim, and such GUC Releases and the Covenant Not To Collect shall remain in full force and effect.

(f) If the contact information included on a Trust Submission Form for an Eligible Ranitidine Claimant changes, it is the responsibility of the Eligible Ranitidine Claimant to provide updated contact information to the Ranitidine Trustee and the Claims and Noticing Agent. To the extent that an Eligible Ranitidine Claimant fails to provide an updated address, the provisions of Section 4.4(e) shall apply.

#### **4.2 Claims Administration and Evidentiary Requirements.**

(a) As set forth in the Trust Submission Form, all Eligible Ranitidine Claimants must demonstrate (i) that such Eligible Ranitidine Claimant was prescribed or purchased Ranitidine (or any chemically equivalent generic) sold, manufactured or marketed by any Debtor, and any successor or predecessor thereof; (ii) medical records sufficient to demonstrate an injury resulting from Ranitidine; and (iii) that the Eligible Ranitidine Claimant filed a Proof of Claim by the General Bar Date, provided, however, that the Ranitidine Trustee may, in their discretion and in consultation with the Advisory Committee, Allow Eligible Ranitidine Claims whose Proofs of Claim were filed after the Bar Date based on the facts and circumstances of the Eligible Ranitidine Claimant in accordance with applicable law.

(b) The Ranitidine Trustee shall determine the Allowed Claim Amount of each Eligible Ranitidine Claim pursuant to the Ranitidine Claims Process set forth in **Exhibit 1** hereto. For each Eligible Ranitidine Claim (or batches of Eligible Ranitidine Claims), the Ranitidine Trustee will provide the GUC Trustee with information sufficient for the GUC Trustee to understand the basis for her findings and a copy of any proposed award letter within a reasonable period of time after completing her determination, and information regarding any distributions made to the Claimant from the Ranitidine Trust Assets promptly after making such distribution.

(c) In order to receive a distribution from the Ranitidine Trust, all Eligible Ranitidine Claimants must agree (i) to produce any records and documents in their possession, custody or control related to the Ranitidine Claim reasonably requested by the Ranitidine Trustee, and (ii) that the Ranitidine Trustee and/or GUC Trustee, as applicable, may share any information with an insurer or other entity that may be responsible for payment of a Ranitidine Claim that the Ranitidine Trustee and/or GUC Trustee, in their sole discretion, determines to be necessary to preserve, secure, and/or obtain the benefit of the GUC Trust Insurance Rights, subject to the recipient agreeing to take all necessary and appropriate steps to protect from public disclosure or waiver any privileged material or other information.

(d) The resolution of a Ranitidine Claim under the liquidation procedures of this Ranitidine Trust Agreement shall be deemed to be a resolution of that Ranitidine Claim against any of the Debtors or related entities or any other GUC Released Party regarding the same injuries that are the subject of its Ranitidine Claim, as well as a resolution of that Ranitidine Claim against the Ranitidine Trust. Any Distribution from the Ranitidine Trust under this Ranitidine Trust Agreement in respect of such Ranitidine Claim, if any, shall be deemed to be a Distribution in satisfaction, release, discharge, and conclusive resolution of all of such holder's Ranitidine Claims against the GUC Released Parties (including the Debtors and the Post-Emergence Entities) and against the Ranitidine Trust. For clarity, such Distribution under this Ranitidine Trust Agreement does not waive or release any related claims a Ranitidine Claimant may have against other entities that are not a GUC Released Party.

(e) The Ranitidine Trust will use appropriate accounting internal controls, technology and strategies to prevent the payment of fraudulent or otherwise invalid claims, while making the claims-submission process as simple as possible. Reasonable steps will be taken to mitigate fraud so as to ensure a fair and secure claims review and payment process, while not falsely flagging legitimate Ranitidine Claims.

(f) The Ranitidine Trust may investigate any Ranitidine Claim and may request information from any Ranitidine Claimant to ensure compliance with the terms outlined in this Ranitidine Trust Agreement. The Ranitidine Trust may request a Ranitidine Claimant to execute a HIPAA Release to enable the Ranitidine Trust to directly obtain the Ranitidine Claimant's medical records for evaluation in accordance with this Ranitidine Trust Agreement.

(g) If, during the course of the Ranitidine Trustee's review of Eligible Ranitidine Claims, the Ranitidine Trustee determines that an asserted Eligible Ranitidine Claim is not a Ranitidine Claim, as defined under the Plan (a "**Non-Ranitidine Claim**"), the Ranitidine Trustee may, with the consent of the GUC Trustee, refer resolution of such Non-Ranitidine Claim to the GUC Trust (or any other Distribution Sub-Trust), and such Non-Ranitidine Claim shall not be considered an Eligible Ranitidine Claim for the purposes of this Ranitidine Trust Agreement, and shall not receive any distributions from the Ranitidine Trust. If a dispute arises between the GUC Trustee and/or any other Distribution Sub-Trustee and the Ranitidine Trustee regarding whether a Claim is a Non-Ranitidine Claim, the provisions of Section 7.14 shall apply.

(h) The Ranitidine Trustee shall cooperate with the GUC Trustee in preserving, securing, and/or obtaining the benefit of any GUC Trust Insurance Rights that may be applicable to Ranitidine Claims. The Ranitidine Trustee shall be responsible, on behalf of the GUC Trust, for fulfilling any notice or cooperation obligations under any GUC Trust Insurance Policies to the extent required by applicable law.

#### **4.3 Allocation of Ranitidine Trust Assets.**

(a) The Ranitidine Claims Process shall set forth the process for determining the Allowed Claim Amount of each Eligible Ranitidine Claim. The Ranitidine Claims Process will value claims consistently with the Debtors' pre-petition claims experience and practices and take into account, among other factors, the condition the Ranitidine product was prescribed to treat, conditions developed by the Eligible Ranitidine Claimant as a result of the consumption of Ranitidine, whether the Eligible Ranitidine Claimant suffered from cancer, and whether the Eligible Ranitidine Claimant passed away as a result of such cancer.

(b) The Ranitidine Claims Process will be incorporated into and shall become part of this Ranitidine Trust Agreement.

#### **4.4 Distributions and Disputed Claims**

(a) Each Eligible Ranitidine Claimant will receive their pro rata share of Ranitidine Trust Assets available for distribution, as determined based on the Allowed Claim Amount for each Eligible Ranitidine Claim, which may be on a periodic basis; provided, however, that the pro rata share for a Eligible Ranitidine Claimant who granted the GUC Releases will be 500% of the pro rata share for an Eligible Ranitidine Claimant with the same Allowed Claim Amount who did not grant the GUC Releases. No Eligible Ranitidine Claimant will receive greater than 100% of the Allowed Claim Amount for their Eligible Ranitidine Claim. The Ranitidine Trustee shall reserve the distribution allocable on account of the asserted Claim Amount for all Disputed Ranitidine Claims prior to making any distributions under this Ranitidine Trust Agreement. To the extent that any Disputed Ranitidine Claim is Allowed, the Ranitidine Trustee will distribute to the holder of such Allowed Eligible Ranitidine Claim their pro rata share of the Ranitidine Trust Assets. To the extent any Disputed Ranitidine Claim is Disallowed, the Ranitidine Trustee will distribute any resulting Ranitidine Trust Assets to holders of Allowed Eligible Ranitidine Claims on a pro rata basis.

(b) To the extent the Ranitidine Trust obtains additional Ranitidine Trust Assets resulting from its pursuit of the GUC Trust Insurance Rights or GUC Trust Litigation Consideration, the Ranitidine Trust will make additional pro rata distributions to holders of Eligible Ranitidine Claims until the full Allowed Claim Amount for each Eligible Ranitidine Claim has been paid.

(c) Notwithstanding Section 4.4(d) hereof, the Ranitidine Trust shall not be required to make any distribution of less than one hundred dollars (\$100) to any individual holder of an Allowed Eligible Ranitidine Claim.

(d) In the event that multiple Ranitidine Claimants are represented by a single attorney, the Ranitidine Trust may make a single distribution to such attorney on account of the Allowed Eligible Ranitidine Claims for such attorney to remit to the claimants it represents, subject to Section 4.2(c), above, with respect to any individual claimants represented by such attorney. To receive such single distribution, the attorney must (i) provide consolidated tax information, and (ii) represent that it has the consent of its clients to release all claims against the Ranitidine Trust and the Ranitidine Trustee, and must sign a release on behalf of itself and each of its clients stating that distributions from the Ranitidine Trust made in this manner shall fully and finally satisfy all claims of the attorney and/or any Eligible Ranitidine Claimant against the Ranitidine Trust and Ranitidine

Trustee with respect to such single distribution, and shall acknowledge, to the extent applicable, that the attorney's law firm will receive a single tax form from the Ranitidine Trust for the cumulative amount paid to the firm for each year and/or distribution, as applicable.

(e) In the event that a holder of an Allowed Eligible Ranitidine Claim has not cooperated, for more than six months, with the Ranitidine Trustee's efforts to make distributions on account of such Allowed Eligible Ranitidine Claim, and/or the Ranitidine Trustee is unable to effectuate distributions because it cannot locate certain Eligible Ranitidine Claimants despite all diligent and reasonable efforts, such distributions, if de minimis in the aggregate, shall be treated as Ranitidine Trust Assets, and if substantial, shall be used to increase distributions to holders of other Allowed Eligible Ranitidine Claims. The GUC Releases granted or deemed to have been granted under the Plan by any such Eligible Ranitidine Claimant shall be unaffected by the discharge or Disallowance of such Eligible Ranitidine Claimants' Ranitidine Claim, and shall remain in full force and effect.

(f) All distributions made by the Ranitidine Trust on account of any Allowed Eligible Ranitidine Claim shall be irrevocable and not subject to avoidance.

#### **4.5 Restrictions on Transfer**

(a) Eligible Ranitidine Claims shall be non-transferable, directly, or indirectly, except pursuant to the laws of descent or otherwise by operation of law. Any attempt to transfer Eligible Ranitidine Claims in violation of this Section shall be void *ab initio* and will not be recognized by the Ranitidine Trust for any purposes.

### **ARTICLE V**

#### **ACCOUNTS, FINANCIAL ADVISOR, INVESTMENTS, AND PAYMENTS**

**5.1 Accounts.** The Ranitidine Trustee may, from time to time, create such accounts and reserves within the Ranitidine Trust estate as the Ranitidine Trustee may deem necessary, prudent, or useful in order to provide for the payment of the expenses of the Ranitidine Trust, including, without limitation, the compensation payable to the Ranitidine Trustee, the Delaware Trustee, the agents of the Ranitidine Trust and the Professionals retained by the Ranitidine Trust (the "**Trust Expenses**") and may, with respect to any such account or reserve, restrict the use of monies therein, and the earnings or accretions thereto.

**5.2 Source of Payments.** All Trust Expenses shall be payable solely by the Ranitidine Trustee out of the Ranitidine Trust Assets. None of the Ranitidine Trustee, the Delaware Trustee, the GUC Trust, the GUC Trustee, the Debtors, the Post-Emergence Entities, any other GUC Released Party or any Professionals of the foregoing shall be liable for the payment of any Ranitidine Trust expenses or any other liability of the Ranitidine Trust, except to the extent provided in the Plan, the GUC Trust Documents or this Ranitidine Trust Agreement.

### **ARTICLE VI**

#### **Ranitidine Trustee; Delaware Trustee; Trust Advisory Committee**

**6.1 Number and Compensation.** In addition to the Delaware Trustee there shall be one (1) Ranitidine Trustee. The initial Ranitidine Trustee shall be Heather Barlow.

(a) The Ranitidine Trustee's compensation shall be \$1,100 per hour, subject to agreed discounts between the Ranitidine Trustee and the Advisory Committee, which amount may only be modified with the consent of the Ranitidine Trustee and the unanimous consent of the Advisory Committee, and reimbursement of reasonable out-of-pocket costs and expenses. Compensation for the Ranitidine Trustee shall be payable solely from the Ranitidine Trust Assets. The Ranitidine Trustee will keep time records documenting her work for the Ranitidine Trust; to the extent that the Ranitidine Trustee performs any work on behalf of all Distribution Sub-Trusts, the fees and expenses of the Ranitidine Trustee will be allocated proportionately among the Distribution Sub-Trusts.

(b) To the extent that the Ranitidine Trustee consults with or seeks the consent of the Advisory Committee on any issue set forth in this Ranitidine Trust Agreement, any member of the Advisory Committee that may have an economic interest in the outcome of any action by the Advisory Committee or the Ranitidine Trustee shall recuse themselves from any such discussions or deliberations.

**6.2 Term of Service.**

(a) The initial Ranitidine Trustee shall serve from the Effective Date until the earliest of (i) such Ranitidine Trustee's death, (ii) such Ranitidine Trustee's resignation pursuant to Section 6.2(b) below, (iii) such Ranitidine Trustee's removal pursuant to Section 6.2(c) below, and (iv) the termination of the Ranitidine Trust pursuant to Section 7.4 below.

(b) The Ranitidine Trustee may resign at any time by written notice to the GUC Trust and the Advisory Committee. Such notice shall specify a date when such resignation shall take effect, which shall not be less than ninety (90) days after the date such notice is given, where practicable.

(c) The Ranitidine Trustee may be removed at the unanimous recommendation of the Advisory Committee, in the event that the Ranitidine Trustee becomes unable to discharge the Ranitidine Trustee's duties hereunder due to any physical deterioration, mental incompetence, or for other good cause. Good cause shall be deemed to include:

- i. such person's conviction of a felony or any crime involving moral turpitude;
- ii. any act or failure to act by such person involving breach of fiduciary duty, actual dishonesty, gross negligence, willful misconduct, fraud, material misrepresentation, theft, or embezzlement;
- iii. such person's willful and repeated failure to perform their duties under this Ranitidine Trust Agreement or the Trust Act; or
- iv. 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 Ranitidine Trust Agreement or the Trust Act.

**6.3 Appointment of Successor Ranitidine Trustee.**

(a) In the event of a vacancy in the Ranitidine Trustee position, whether by term expiration, death, retirement, resignation, or removal, the vacancy shall be filled by the Advisory Committee (subject to the unanimous consent thereof).

(b) Immediately upon the appointment of any successor Ranitidine Trustee, all rights, titles, duties, powers and authority of the predecessor Ranitidine Trustee hereunder shall be vested in, and undertaken by, the successor Ranitidine Trustee without any further act. No successor Ranitidine Trustee shall be liable personally for any act or omission of any predecessor Ranitidine Trustee. No successor Ranitidine Trustee shall have any duty to investigate the acts or omissions of any predecessor Ranitidine Trustee.

(c) Each successor Ranitidine Trustee shall serve until the earliest of (i) such successor Ranitidine Trustee's death, (ii) such successor Ranitidine Trustee's resignation pursuant to Section 6.2(b) above, (iii) such successor Ranitidine Trustee's removal pursuant to Section 6.2(c) above, and (iv) the termination of the Ranitidine Trust pursuant to Section 7.4 below.

**6.4 Liability of Ranitidine Trustee.**

(a) Notwithstanding anything herein or in the Plan or the Confirmation Order to the contrary, to the maximum extent provided for under the Trust Act, none of the Ranitidine Trustee, the Advisory Committee, the Delaware Trustee, the Creditors' Committee or its members, nor any of their respective principals, advisors, or professionals, each of the foregoing, in their capacity as such, shall be liable to the Ranitidine Trust, to any individual holding an Eligible Ranitidine Claim, or to any other Person, except for any act or omission by such party that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing within the meaning of Section 3806(e) of the Trust Act. Furthermore, none of the Ranitidine Trustee, the Advisory Committee, the Creditors' Committee or its members, the Delaware Trustee, nor any of their respective principals, agents, advisors, or professionals shall be liable to the Ranitidine Trust, or any holder of an Eligible Ranitidine Claim for any action taken in good faith reliance upon the advice of the professionals retained by the Ranitidine Trust to the maximum extent provided for under the Trust Act.

(b) Upon the appointment of a successor Ranitidine Trustee as provided in Section 6.3 hereof, or the appointment of a successor Delaware Trustee, the predecessor Ranitidine 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 Ranitidine 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 Ranitidine Trustee or successor Delaware Trustee shall be in any way liable for the acts or omissions of any predecessor Ranitidine Trustee or predecessor Delaware Trustee, unless such party expressly assumes such responsibility. A predecessor Ranitidine Trustee or predecessor Delaware Trustee shall have no liability for the acts or omissions of any immediate or subsequent

successor Ranitidine Trustee or successor Delaware Trustee for any events or occurrences subsequent to the cessation of its role.

(c) None of the Ranitidine Trustee, the Advisory Committee, the Delaware Trustee, nor their respective principals, agents, advisors, or professionals, 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 Ranitidine Trust or the holders of Eligible Ranitidine Claims, in connection with the affairs of the Ranitidine Trust to the fullest extent provided under section 3803 of the Trust Act, and all Persons claiming against any of the Ranitidine Trustee, the Advisory Committee, the Delaware Trustee, or any of their respective principals, agents, advisors, or professionals, or otherwise asserting Claims of any nature in connection with affairs of the Ranitidine Trust, shall look solely to the Trust Assets for satisfaction of any such Claims.

## **6.5 Indemnification.**

(a) The Ranitidine Trust shall indemnify and defend the Indemnified Parties in the performance of their respective duties hereunder to the fullest extent that a statutory trust organized under the laws of the State of Delaware as permitted by Section 3817 of the Trust Act (after the application of Section 7.13) is from time to time entitled to indemnify and defend such persons 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 incurred by them in the performance of their respective duties hereunder or in connection with activities undertaken by them prior to the Effective Date in connection with the formation, establishment, or funding of the Ranitidine Trust. Notwithstanding the foregoing, no individual shall be indemnified or defended in any way for any liability, expense, claim, damage, or loss for which such individual is ultimately liable under Section 6.4 above.

(b) Reasonable expenses, costs and fees (including attorneys' fees and costs) incurred by or on behalf of the Ranitidine Trustee, the Delaware Trustee, or any other Indemnified Party, including the Advisory Committee, in connection with any action, suit, or proceeding, whether civil, administrative, or arbitral, or investigation that is brought or threatened against such persons or entities regarding the implementation or administration of the Ranitidine Trust or the Ranitidine Trust Documents or the discharge of their respective duties hereunder or thereunder or in respect thereof in accordance with section 6.5(a), above, shall be paid by the Ranitidine Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Ranitidine Trustee, the Delaware Trustee, or the Indemnified Party, to repay such amount until such time that it is determined ultimately by final order that the Ranitidine Trustee, the Delaware Trustee, or the other Indemnified Party is not entitled to be indemnified by the Ranitidine Trust.

(c) The Indemnified Parties shall be entitled to obtain advances from the Ranitidine 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 Indemnified Parties receiving such advances shall undertake to, and shall, repay the amounts so advanced to the Ranitidine 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 Ranitidine Trustee, in consultation with the Advisory Committee, may determine to establish a reserve in respect of such advances.

(d) The Ranitidine Trustee must, if practicable and reasonable, purchase and maintain reasonable amounts and types of insurance on behalf of an individual or group who is or was a Ranitidine Trustee, or any other Indemnified Party, including against liability asserted against or incurred by such individual in that capacity or arising from such individual's status as a Ranitidine Trustee, or as a Professional of the Ranitidine Trust. The Ranitidine Trustee may purchase insurance on behalf of all the Distribution Sub-Trusts, in the interest of efficiency, and the costs of any such insurance will be allocated between the Distribution Sub-Trusts based on the Ranitidine Trustee's reasonable assessment (in consultation with the Advisory Committee) of anticipated distributable assets of each Distribution Sub-Trust.

(e) None of the Debtors nor any Post-Emergence Entity shall have any liability or responsibility for any indemnification or reimbursement obligations under any of the Ranitidine Claims Trust Documents, including this Trust Agreement.

**6.6 Ranitidine Trustee's Independence.** The Ranitidine Trustee shall not, during the term of the Ranitidine Trustee's service, hold a financial interest in, act as attorney or agent for, or serve as any other professional for any Debtor or the Post-Emergence Entities, or any member of the Advisory Committee in their capacity as such. The Ranitidine Trustee shall not act as an attorney or other advisor for any person who holds an Eligible Ranitidine Claim. For the avoidance of doubt, this section shall not be applicable to the Delaware Trustee.

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

**6.8 Delaware Trustee.**

**6.8.1 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.

**6.8.2 Power.** 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 Ranitidine 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 Ranitidine Trust, the Ranitidine Trustee, the Advisory Committee, the Beneficial Owners, or any other Person receiving a distribution from the Ranitidine 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.

**6.8.3** By its execution hereof, the Delaware Trustee accepts the trusteeship of the Ranitidine Trust on the terms set forth herein. The Delaware Trustee shall not have any duty or liability with respect to the administration of the Ranitidine Trust (except as otherwise expressly set forth herein), the investment of the Ranitidine Trust Assets or the distribution of the Ranitidine Trust Assets to Eligible Ranitidine Claimants, and no such duties shall be implied. The Delaware Trustee shall not be liable for the acts or omissions of the Ranitidine Trust, the Ranitidine Trustee, or the Advisory Committee, nor shall the Delaware Trustee be liable for supervising or monitoring the performance of the duties and obligations of the Ranitidine Trust, the Ranitidine Trustee, the

Advisory Committee, or any other Person (including, without limitation, any affiliate of the Delaware Trustee appointed to act as a custodian or otherwise hereunder) under this Ranitidine 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 Ranitidine 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 Ranitidine Trust Agreement;
- (b) the Delaware Trustee shall not have any duty or obligation to manage or deal with the Ranitidine Trust Assets, or to otherwise take or refrain from taking any action under this Trust Agreement except as expressly provided herein, and no implied trustee duties or obligations shall be deemed to be imposed on the Delaware Trustee;
- (c) no provision of this Ranitidine 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 Ranitidine Trust Agreement, the value or sufficiency of the Ranitidine 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 Ranitidine Trustee or the Advisory Committee) 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 Ranitidine 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 Ranitidine Trust Agreement shall look only to the Ranitidine 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 Ranitidine 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 Ranitidine 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 Ranitidine Trust, if any.

**6.8.4 Compensation.** The Delaware Trustee's compensation shall be \$2,500 per annum, which amount cannot be amended without the consent of the Advisory Committee, and reimbursement of reasonable out-of-pocket costs and expenses. Compensation for the Delaware Trustee shall be payable solely from the Ranitidine Trust Assets; provided, however, that to the extent that the Delaware Trustee serves as Delaware Trustee for the other Distribution Sub-Trusts, payment of the Delaware Trustee's compensation will be allocated proportionally between the various Trusts.

**6.8.5 Duration and Replacement.** The Delaware Trustee shall serve for the duration of the Ranitidine 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 Advisory Committee; 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 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 Ranitidine Trustee 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.

**6.9 Ranitidine Trustee’s Employment of Professionals; Delaware Trustee’s Employment of Counsel.**

(a) The Ranitidine Trustee may, but shall not be required to, retain and consult with Professionals deemed by the Ranitidine Trustee to be qualified as experts on the matters submitted to them (the “**Trust Professionals**”), and in the absence of a bad faith violation of the implied contractual covenant of good faith and fair dealing, the written opinion of or information provided by any Trust Professional deemed by the Ranitidine Trustee to be an expert on the particular matter submitted to such Trust Professional shall be full and complete authorization and protection in respect of any action taken or not taken by the Ranitidine Trustee hereunder in good faith and in accordance with the written opinion of or information provided by any Trust Professionals.

(b) The Delaware Trustee shall be permitted to retain counsel only in such circumstances as required in the exercise of the Delaware Trustee’s obligations hereunder and compliance with the advice of such counsel shall be full and complete authorization and protection for actions taken or not taken by the Delaware Trustee in good faith in compliance with such advice.

**6.10 Ranitidine Trustee’s Retention of Claims Administrator.**

(a) To the extent necessary, the Ranitidine Trustee may retain a claims administrator (the “**Claims Administrator**”) to assist the Ranitidine Trustee in the Ranitidine Trustee’s duties as set forth in the Plan and the Ranitidine Trust Documents. The Claims Administrator may be the same individual as the Ranitidine Trustee. If the Claims Administrator is the Ranitidine Trustee, she will not be entitled to separate compensation. For the avoidance of doubt, the Ranitidine Trustee is not required to select the Claims and Noticing Agent as the Claims Administrator.

(b) Under the direction of the Ranitidine Trustee, the Claims Administrator shall be responsible for (i) supervising and overseeing the processing of and resolution of Eligible Ranitidine Claims that are payable from the Ranitidine Trust in accordance with the Ranitidine Trust Agreement, and (ii) performing periodic analyses and estimates regarding the costs and projected costs of processing and resolving Eligible Ranitidine Claims and any matter or contingency that could affect the efficient use of funds for the payment of Allowed Eligible Ranitidine Claims.

(c) The Claims Administrator, under the direction of the Ranitidine Trustee, shall determine, in accordance with this Ranitidine Trust Agreement and the Ranitidine Claims Process and to the extent set forth herein, the Allowance or Disallowance of, and the amount payable on, all Eligible Ranitidine Claims liquidated under this Ranitidine Trust Agreement.

(d) The Ranitidine Trustee shall exercise reasonable measures to oversee the Claims Administrator, and shall employ reasonable administrative, technical, and physical controls to protect the confidentiality of data concerning individual Eligible Ranitidine Claimants from unauthorized access, acquisition, disclosure, use, loss, or theft.

(e) In carrying out the Ranitidine Trustee's duties under the Ranitidine Trust Documents, the Ranitidine Trustee (or the Trust Professionals under the direction of the Ranitidine Trustee) may investigate any Eligible Ranitidine Claims and request information from any Eligible Ranitidine Claimant to ensure compliance with the Ranitidine Trust Documents. For Eligible Ranitidine Claimants who are requested to execute the HIPAA Release, the Ranitidine Trustee (or the Trust Professionals under the direction of the Ranitidine Trustee) also has the power to directly obtain such Eligible Ranitidine Claimant's medical records.

(f) The Ranitidine Trustee shall maintain (subject to the confidentiality provisions of this Ranitidine Trust Agreement) records of all individual payments, settlements, and resolutions concerning the Eligible Ranitidine Claims.

(g) The Claims Administrator shall serve for the duration of the Ranitidine Trust, subject to death, resignation, or removal. The Ranitidine Trustee may remove the Claims Administrator. In the event that the Claims Administrator resigns, is removed from office, or otherwise is unable to perform the functions of the Claims Administrator, the Ranitidine Trustee shall propose a successor Claims Administrator. However, in the event that, pursuant to Section 6.10(a), the Ranitidine Trustee also serves as the Claims Administrator, if the Ranitidine Trustee is removed, absent a court order to the contrary, the Claims Administrator shall also be removed from office, and the successor Ranitidine Trustee shall fill the vacancy by proposing a Claims Administrator subject to consent of the Advisory Committee.

(m) The Claims Administrator (or successor Claims Administrator) shall be (i) an entity or an individual over the age of 35 whose experience and background are appropriate for the responsibilities set forth herein and (ii) at the time of appointment and at all times during the term of service, independent. For purposes of this Section, a person is independent if such person:

(i) is not and was not at any time an Eligible Ranitidine Claimant or a representative of an Eligible Ranitidine Claimant;

(ii) has not had and does not have a relationship with an individual Eligible Ranitidine Claimant or with counsel for any Eligible Ranitidine Claimant, such that the person's impartiality in serving as a Claims Administrator could reasonably be questioned;

(iii) is not a holder of any interest (other than interests held indirectly through publicly traded mutual funds) in a Debtor or a Post-Emergence Entity or any related person with respect to a Debtor or Post-Emergence Entity;

(iv) is not and was not at any time an officer, director, employee, or agent of a Debtor or any related person with respect to a Debtor or related to any of the foregoing, or otherwise is or was an "insider," as defined in the Bankruptcy Code, with respect to a Debtor or any related person with respect to a Debtor; or

(v) is not an investment banker, financial advisor, accountant, or attorney, and is not related to any of the foregoing, for any Debtor or any related person with respect to a Debtor, or an officer, director, employee, or agent of any person or entity that provides investment banking, financial advice, accounting, or legal services to a Debtor or any related person with respect to a Debtor or related to any of the foregoing.

**6.11 Advisory Committee.**

(a) The Ranitidine Trust will have a trust advisory committee (the “**Advisory Committee**”) consisting of three members, each of which shall be appointed by the Creditors’ Committee to the Advisory Committee in their individual capacity. The initial members of the Advisory Committee shall be the persons named on **Exhibit 5** to this Ranitidine Trust Agreement. The Advisory Committee for the Ranitidine Trust shall also be the Advisory Committee for the other Distribution Sub-Trusts, and the Ranitidine Trustee may consult with the Advisory Committee in her capacity as Ranitidine Trustee as well as in her capacity as trustee for any other Distribution Sub-Trust. The Advisory Committee shall not be entitled to hire separate professionals to represent and advise the Advisory Committee, provided however, that the Advisory Committee may retain counsel pursuant to Section 6.5(b) herein, and any expenses of the Advisory Committee, except as explicitly set forth herein, shall be borne by the Advisory Committee.

(b) Where provided in this Ranitidine Trust Agreement, certain actions by the Ranitidine Trustee are subject to the consent of the Advisory Committee. Except for the duties and obligations expressed in this Ranitidine Trust Agreement, there shall be no other duties (including fiduciary duties) or obligations, express or implied, at law or in equity, of the Advisory Committee.

(c) Each member of the Advisory Committee shall serve until the earlier of (i) such member’s resignation pursuant to Section 6.11(d) below, (ii) such member’s removal pursuant to Section 6.11(e) below, and (iii) the termination of the Ranitidine Trust pursuant to Section 7.4 below.

(d) A member of the Advisory Committee may resign at any time by written notice to the other members of the Advisory Committee and the Trustee. Such notice shall specify a date when such resignation shall take effect, which shall be not less than ninety (90) days after the date such notice is given, where practicable.

(e) A member of the Advisory Committee may be removed in the event that such member becomes unable to discharge such member’s duties hereunder due to physical deterioration, mental incompetence, or a consistent pattern of neglect and failure to perform or to participate in performing the duties of such member hereunder, such as repeated non-attendance at scheduled meetings, or for other good cause. Such removal shall be made at the recommendation of the remaining members of the Advisory Committee and with the approval of the Ranitidine Trustee.

(f) If, prior to the termination of service of a member of the Advisory Committee other than as a result of removal, such member has designated in writing an individual to succeed such member as a member of the Advisory Committee, such individual shall be such member’s successor. If such member of the Advisory Committee did not designate an individual to succeed such member prior to the termination of such member’s service as contemplated above, such member’s successor shall be appointed by the mutual consent of the remaining Advisory Committee member and the Ranitidine Trustee.

(g) No successor Advisory Committee member shall be liable personally for any act or omission of any predecessor Advisory Committee member. No successor Advisory Committee member shall have any duty to investigate the acts or omissions of any predecessor

Advisory Committee member. Advisory Committee member shall be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court.

(h) The members of the Advisory Committee shall be reimbursed promptly for all reasonable out-of-pocket costs and expenses incurred in connection with the performance of their duties hereunder, and will receive a fee of \$3,000 for attendance at each meeting of the Ranitidine Trust, all or a portion of which shall be payable from the Ranitidine Trust Assets in accordance with this paragraph. To the extent that a meeting of the Advisory Committee or expenses incurred by any member of the Advisory Committee concerns Distribution Sub-Trusts other than the Ranitidine Trust, the relevant expenses will be allocated between the Distribution Sub-Trusts by the Ranitidine Trust and the Distribution Sub-Trustees based on their proportional share of the assets distributable to the Distribution Sub-Trusts.

(i) The Ranitidine Trustee shall meet with the Advisory Committee not less often than quarterly. The Ranitidine Trustee shall meet in the interim with the Advisory Committee when so requested by the Trustee or any of the members of the Advisory Committee. Meetings may be held in person, by telephone, by Zoom or video conference call, or by any combination thereof.

(j) The Ranitidine Trustee, upon notice from the Advisory Committee, if practicable in view of pending business, shall at the Ranitidine Trustee's next meeting with the Advisory Committee consider issues submitted by the Advisory Committee. The Trustee shall keep the Advisory Committee reasonably informed regarding all material aspects of the administration of the Ranitidine Trust.

## **ARTICLE VII** **GENERAL PROVISIONS**

**7.1 Confidentiality.** The GUC Trustee, Ranitidine Trustee, the Claims Administrator, and each successor of the foregoing (each a "**Recipient**") shall, during the period that they serve in such capacity under this Ranitidine Trust Agreement and following either the termination of this Ranitidine Trust Agreement or such individual's removal, incapacity, or resignation hereunder, hold strictly confidential any material, non-public information of or pertaining to any Person ("**Relevant Person**") of which the Recipient has become aware in its herein indicated capacity under this Ranitidine Trust Agreement (the "**Confidential Information**"), except to the extent disclosure is (i) in connection with matters contemplated by the Plan, (ii) authorized by the applicable Relevant Person, in such Relevant Person's discretion, (iii) authorized by the terms of the Plan or the terms of this Ranitidine Trust Agreement (disclosure in accordance with clauses (i)-(iii) of this Section, each a "**Permitted Purpose**"), or (iv) required by, or would facilitate any investigation or prosecution under, applicable law, order, regulation, or legal process. In the event that any Recipient is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand, or similar legal process) to disclose any Confidential Information, other than for a Permitted Purpose, such Recipient shall furnish only that portion of the Confidential Information so requested or required, and shall exercise good faith efforts, at no material cost to it, to obtain assurance that confidential treatment will be accorded to the Confidential Information so disclosed.

(a) Notwithstanding the foregoing, in addition to the disclosure of Confidential Information for Permitted Purposes, Recipients may share or disclose Confidential Information with

(i) each of the Recipient's Professionals for the purpose of rendering advice and guidance to such Recipient, and (ii) with insurers in connection with the GUC Trust's efforts to preserve, secure, or obtain the benefit of any GUC Trust Insurance Rights, provided that the Person or entity receiving such disclosure is informed by such Recipient of the confidential nature of such Confidential Information and agrees to be bound by the provisions of this Section 7.1.

(b) The Ranitidine Trustee and/or the GUC Trustee shall exercise commercially reasonable efforts, such as anonymization, pseudonymization, and encryption, to protect Confidential Information such that disclosures to the Recipients and any Professionals do not include information that identifies individual persons, unless there is a reasonable purpose that makes disclosure of such identifying information necessary, in which case the Ranitidine Trustee and/or the GUC Trustee shall implement any additional controls the Ranitidine Trustee and/or the GUC Trustee in its sole discretion determines is necessary to safeguard the identifying information from unauthorized disclosure, access, or use.

**7.2 Common Interest Privilege.** The Ranitidine Trustee, the Advisory Committee, and the GUC Trustee have a "common legal interest" relating to the Eligible Ranitidine Claims, the Ranitidine Trust, the Plan, the GUC Trust Documents, and the Ranitidine Trust Agreement, including without limitation, (i) the formation of the Ranitidine Trust, (ii) the retention and direction of Professionals, (iii) the administration of the Ranitidine Trust, (iv) making distributions in accordance with this Ranitidine Trust Agreement, and (v) disputing and resolving any Eligible Ranitidine Claims in accordance with this Ranitidine Trust Agreement, (the "**Common Legal Interest Matters**"). Any discussion, evaluation, or other communications and exchanges of information relating to the Common Legal Interest Matters shall at all times remain subject to all applicable privileges, immunities and protections from disclosure, including without limitation, the attorney-client privilege, work-product doctrine, and common legal interest privilege. It is the express intent of the Ranitidine Trustee, the Advisory Committee and the GUC Trustee to preserve intact to the fullest extent applicable, and not to waive, by virtue of this Ranitidine Trust Agreement or otherwise, in whole or in part, any and all privileges, protections, and immunities.

**7.3 Irrevocability.** To the fullest extent permitted by applicable law, the Ranitidine Trust is irrevocable.

**7.4 Term; Termination.**

(a) With thirty (30) days' advance notice to the GUC Trust and in consultation with the Advisory Committee, the Ranitidine Trustee may select a date to dissolve the Ranitidine Trust (the "**Dissolution Date**") after the occurrence of any of the following events: (i) all assets available to the Ranitidine Trust from the GUC Trust have been collected and liquidated except for a reasonable winding-up reserve; (ii) all Eligible Ranitidine Claims duly filed with the Ranitidine Trust have been liquidated and paid to the extent provided in the Ranitidine Trust Documents, or have been disallowed, or, if holders of Allowed Eligible Ranitidine Claims have failed to cooperate with the Ranitidine Trust to effectuate payment, six (6) months have elapsed since notice to the Eligible Ranitidine Claimant of the Allowed Claim; and (iii) the GUC Trust has been dissolved. In no event shall the Ranitidine Trust dissolve later than five (5) years from the Effective Date; provided, however, that if the dissolution date of the GUC Trust is extended past five (5) years after the Effective Date, the Dissolution Date of the Ranitidine Trust shall automatically extend to correspond with the dissolution date of the GUC Trust unless the Ranitidine Trustee elects otherwise.

(b) On the Dissolution Date (or as soon thereafter as is reasonably practicable), after the wind-up of the Ranitidine Trust's affairs by the Ranitidine Trustee and payment of all the Ranitidine Trust's liabilities have been provided for as herein and as required by applicable law including Section 3808 of the Trust Act, all monies remaining in the Ranitidine Trust estate if of de minimis value such that further pro rata payments to holders of Allowed Eligible Ranitidine Claims is impracticable, shall be given to such organization(s) exempt from federal income tax under section 501(c)(3) of the Tax Code, which tax-exempt organization(s) shall be selected by the Ranitidine Trustee using their reasonable discretion, and (ii) the tax-exempt organization(s) shall not bear any relationship to the Post-Emergence Entities within the meaning of section 468B(d)(3) of the Tax Code. Notwithstanding any contrary provision of the Plan and related documents, this Section 7.4(b) cannot be modified or amended.

(c) Following the dissolution and distribution of the assets of the Ranitidine Trust, the Ranitidine Trust shall terminate and the Ranitidine Trustee and the Delaware Trustee (acting solely at the written direction of the Ranitidine Trustee) shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the Ranitidine Trust to be filed in accordance with the Trust Act. Notwithstanding anything to the contrary contained in this Ranitidine Trust Agreement, the existence of the Ranitidine Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

**7.5 Amendments.** The Ranitidine Trustee, subject to the consent of the Advisory Committee, may modify or amend this Ranitidine Trust Agreement; provided further that no modification or amendment of this Ranitidine Trust Agreement shall (i) have a material and adverse effect on Eligible Ranitidine Claimants' entitlements to distributions or (ii) be inconsistent with any of the provisions of the Plan, the Confirmation Order or the GUC Trust Agreement. No changes or amendments to this Ranitidine 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. Any modification or amendment made pursuant to this Section 7.5 must be done in writing. Notwithstanding anything contained in this Ranitidine Trust Agreement to the contrary, neither this Ranitidine Trust Agreement, nor any document annexed to the foregoing shall be modified or amended in any way that could jeopardize, impair, modify or otherwise affect, without Debtor consent, not to be unreasonably withheld (i) the efficacy or enforceability of the provisions of the Plan channeling Eligible Ranitidine Claims to the GUC Trust, the Trust Submission Forms or the Ranitidine Trust's qualified settlement fund status under the QSF Regulations, or (ii) the scope and terms of the release provided to the Debtors and the GUC Released Parties as set forth in the Trust Submission Form and the Plan). Any amendment affecting the rights, duties, immunities or liabilities of the Delaware Trustee shall require the Delaware Trustee's written consent.

**7.6 Meetings.** The Delaware Trustee shall neither be required nor permitted to attend meetings relating to the Ranitidine Trust, including any meetings of the Advisory Committee.

**7.7 Severability.** Should any provision in the Ranitidine Trust Documents be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Ranitidine Trust Agreement.

**7.8 Notices.** Notices to Eligible Ranitidine Claimants shall be given by first class mail, postage prepaid, at the address of such person, or, where applicable, such person's legal representative, in each case as provided on such Eligible Ranitidine Claimant's claim form submitted to the Ranitidine Trust with respect to their Eligible Ranitidine Claim.

(a) Any notices or other communications required or permitted hereunder to the following parties shall be in writing and delivered at the addresses designated below, or sent by e-mail pursuant to the instructions listed below, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other address or addresses as may hereafter be furnished in writing to each of the other parties listed below in compliance with the terms hereof.

If to the Ranitidine Trust:

Heather Barlow  
C/o: Natalie Ramsey, Esq.  
1201 N. Market Street  
Suite 1406  
Wilmington, DE 19801  
email: trustee@endogucclaims.com

with a copy to

**ROBINSON & COLE LLP**  
Natalie Ramsey, Esq.  
1201 N. Market Street  
Suite 1406  
Wilmington, DE 19801  
email: nramsey@rc.com

and

Mark Fink, Esq.  
666 Third Avenue  
20<sup>th</sup> Floor  
New York, NY 10017  
email: mfink@rc.com

and

**LEMERY GREISLER LLC**  
Paul A. Levine, Esq.  
Meghan M. Breen, Esq.  
677 Broadway, 8<sup>th</sup> Floor  
Albany, New York 12207  
email: Plevine@lemerygreisler.com  
MBreen@lemerygreisler.com

If to the Advisory Committee:

Endo Sub-Trust Advisory Committee  
C/o: Natalie Ramsey, Esq.  
1201 N. Market Street  
Suite 1406  
Wilmington, DE 19801  
email: trustee@endogucclaims.com

If to the Delaware Trustee:

U.S. Bank Trust National Association  
Attn: Global Corporate Trust  
355 Thornall Street  
Edison, NJ 08837  
email: mark.digiacomio@usbank.com

(b) All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses and confirmed by the recipient by return transmission.

**7.9 Successors and Assigns; Third-Party Beneficiaries.** The provisions of this Ranitidine Trust Agreement shall be binding upon and inure to the benefit of the Ranitidine Trust, the Ranitidine Trustee, and the Post-Emergence Entities, and their respective successors and assigns, except that none of the Post-Emergence Entities, the Ranitidine Trust, nor the Ranitidine Trustee may assign or otherwise transfer any of its, or their, rights or obligations, if any, under this Ranitidine Trust Agreement except, in the case of the Ranitidine Trust and the Ranitidine Trustee, as contemplated by Section 6.2 above. The Post-Emergence Entities shall be third-party beneficiaries with rights of enforcement with respect to Section 7.5, but only to the extent the modifications impact the scope and terms of the release provided to the Debtors and the GUC Released Parties as set forth in the Trust Submission Form and the Plan. Notwithstanding anything to the contrary herein, the Excluded D&O Parties shall be deemed to be third-party beneficiaries of this Ranitidine Trust Agreement with respect to any provision relating to the Covenant Not To Collect.

**7.10 Limitation on Claim Interests for Securities Laws Purposes.** Eligible Ranitidine Claims, and any interests therein (a) shall not be assigned, conveyed, hypothecated, pledged, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, except by will or under the laws of descent and distribution; (b) shall not be evidenced by a certificate or other instrument; (c) shall not possess any voting rights; and (d) shall not be entitled to receive any dividends or interest; provided, however, that clause (a) of this Section 7.10 shall not apply to the holder of a Claim that is subrogated to an Eligible Ranitidine Claim as a result of its satisfaction of such Eligible Ranitidine Claim.

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

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

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

**7.13 Governing Law.** The validity and construction of this Ranitidine Trust Agreement and all amendments hereto and thereto shall be governed by laws of the State of Delaware, and the rights of all parties hereto and the effect of every provision hereof shall be subject to and construed according to the laws of the State of Delaware without regard to the conflict of laws provisions thereof that would purport to apply the law of any other jurisdiction; provided, however, that the parties hereto intend that the provisions hereof shall control and there shall not be applicable to the Ranitidine Trust, the Ranitidine Trustee, the Delaware Trustee, or this Ranitidine Trust Agreement, any provision 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: (a) the filing with any court or governmental body or agency of Ranitidine Trustee accounts or schedules of Ranitidine Trustee fees and charges; (b) affirmative requirements to post bonds for Ranitidine Trustees, officers, agents, or employees of a trust; (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property; (d) fees or other sums payable to Ranitidine Trustees, officers, agents, or employees of a trust; (e) the allocation of receipts and expenditures to income or principal; (f) restrictions or limitations on the permissible nature, amount, or concentration of trust investments or requirements relating to the titling, storage, or other manner of holding of trust assets; (g) the existence of rights or interests (beneficial or otherwise) in trust assets; (h) the ability of beneficial owners or other Persons to terminate or dissolve a trust; or (i) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of Ranitidine Trustees or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Ranitidine Trustee or the Delaware Trustee, set forth or referenced in this Ranitidine Trust Agreement. Administration of the Ranitidine Trust shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

**7.14 Dispute Resolution.** Any disputes that arise under this Ranitidine Trust Agreement among the parties hereto (other than the Delaware Trustee and, for the avoidance of doubt, the Debtors and the other GUC Released Parties) shall first be subject to mediation. Failing that they shall be resolved by submission of the matter to binding arbitration (the “**ADR Process**”); provided, however, that if one party objects to binding arbitration, or if the Delaware Trustee, any of the Debtors or any of the other GUC Released Parties is a party to any applicable dispute, the matter shall be submitted to the Bankruptcy Court for a judicial determination; further provided, however, that any dispute involving the Ranitidine Claims Process shall be resolved in the first instance by the ADR Process. Should any party to the ADR Process be dissatisfied with the recommendation of the arbitrator(s), that party may apply to a court of competent jurisdiction for a judicial determination of the matter. Any review conducted by the court of competent jurisdiction shall be *de novo*. Should the unresolved dispute not be resolved by the ADR Process within thirty (30) days after submission, the parties are relieved of the requirement to pursue ADR Process prior to application to a court of

competent jurisdiction. If the Ranitidine Trustee determines that the matter in dispute is exigent and cannot await the completion of the ADR Process, the Ranitidine Trustee shall have the discretion to elect out of the ADR Process altogether or at any stage of the process and seek resolution of the dispute in the Bankruptcy Court or any other court of competent jurisdiction. The costs of any dispute raised by an Eligible Ranitidine Claimant regarding the Ranitidine Claims Process or the Allowed Amount of such claimants' Eligible Ranitidine Claim shall be deducted from the pro rata amount distributable to such Eligible Ranitidine Claimant.

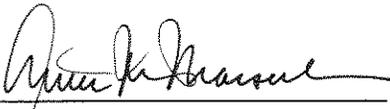
**7.15 Enforcement and Administration.** The provisions of this Ranitidine Trust Agreement shall be enforced by the Bankruptcy Court or a court of competent jurisdiction pursuant to the Plan. The parties hereto hereby further acknowledge and agree that the Bankruptcy Court shall have exclusive jurisdiction over the settlement of the accounts of the Ranitidine Trustee and over any disputes hereunder not resolved by the ADR Process in accordance with Section 7.14 above. The Bankruptcy Court and the courts of the State of Delaware shall have the exclusive jurisdiction with respect to any action relating to or arising from the Ranitidine Trust.

**7.16 Effectiveness.** This Ranitidine Trust Agreement shall not become effective until it has been executed and delivered by all the parties hereto.

**7.17 Rules of Interpretation.** For purposes of this Ranitidine Trust Agreement, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) the words "herein," "hereof," "hereto," "hereunder" and other words of similar import refer to this Ranitidine Trust Agreement as a whole and not to any particular section, subsection or clause contained in this Ranitidine Trust Agreement; (c) the rules of construction set forth in section 102 of the Bankruptcy Code will apply; and (d) the term "including" shall be construed to mean "including, but not limited to," "including, without limitation," or words of similar import. In this Ranitidine Trust Agreement the words "must," "will," and "shall" are intended to have the same mandatory force and effect, while the word "may" is intended to be permissive rather than mandatory.

**7.18 Counterpart Signatures.** This Ranitidine Trust Agreement may be executed in any number of counterparts and by different Parties on separate counterparts (including by facsimile or portable document format (pdf)), and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Ranitidine Trust Agreement as of the date set forth above.

By: 

Name: Annette M. Marsula

Title: Vice President

U.S. Bank Trust National Association, as Delaware Trustee

By: \_\_\_\_\_

Name:

Title:

Heather Barlow, as Ranitidine Trustee

IN WITNESS WHEREOF, the parties have executed this Ranitidine Trust Agreement as of the date set forth above.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

U.S. Bank Trust National Association, as Delaware Trustee

By: 

Name: Heather L. Barlow

Title: Trustee

Heather Barlow, as Ranitidine Trustee

**Exhibit 1**

**Ranitidine Claims Process**

## **SCHEDULED CLAIMS PROCESS FOR RANITIDINE CLAIMS**

This scheduled claims process for Eligible Ranitidine Claims (“**Ranitidine Claims Process**”) provides the means for evaluating and resolving Eligible Ranitidine Claims as contemplated by 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**”), and the *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**”), and as provided in the Ranitidine Claims Trust Agreement (the “**Ranitidine Trust Agreement**”) to which this Ranitidine Claims Process is attached. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Ranitidine Trust Agreement, the Plan, or the Confirmation Order, as applicable. The Ranitidine Trustee shall implement and administer the Eligible Ranitidine Claims in accordance with the Ranitidine Trust Agreement, the Plan, the Confirmation Order, and this Ranitidine Claims Process.

### **ARTICLE 1**

#### **INTRODUCTION**

**1.1 Purpose of the Ranitidine Claims Process.** The goal of the Ranitidine Trust is to treat all Eligible Ranitidine Claims equitably (in accordance with Article 4) and in accordance with the requirements of the Plan, the Confirmation Order, the Ranitidine Claims Trust Documents and

the Bankruptcy Code. This Ranitidine Claims Process furthers that goal by setting forth objective, efficient, and fair procedures for evaluating, processing and paying Eligible Ranitidine Claims.

**1.2 Interpretation.** Except as may otherwise be provided below, nothing in this Ranitidine Claims Process shall be deemed to create a substantive right for any Eligible Ranitidine Claimant. The rights and benefits provided herein, if any, to holders of Eligible Ranitidine Claims shall vest in such holders as of the Effective Date.

## **ARTICLE 2**

### **RANITIDINE CLAIMS PROCESS ADMINISTRATION**

#### **2.1 Ranitidine Claims Liquidation Procedures**

**(a) Determination of Compensability.** The Ranitidine Trust will receive, process, and resolve Eligible Ranitidine Claims in accordance with this Ranitidine Claims Process and determine whether they are Allowed and therefore eligible to receive payment from the Ranitidine Trust, or Disallowed and therefore not eligible for payment from the Ranitidine Trust. Allowed and Disallowed shall have the meanings ascribed to them in the Ranitidine Trust Agreement, provided that, for the avoidance of doubt, an Allowed Eligible Ranitidine Claim is an Ranitidine Claim that provides credible evidence that satisfies (as determined by the Ranitidine Trustee) the evidentiary criteria set forth below, including the delivery of a Trust Submission Form and all exhibits thereto, and is otherwise eligible for an offer of payment in accordance with this Ranitidine Claims Process.

**(b)** The Ranitidine Trust will use appropriate accounting internal controls, technology and strategies to prevent the payment of fraudulent or otherwise invalid claims, while making the claims-submission process as simple as possible. Reasonable steps will be taken to mitigate fraud

so as to ensure a fair and secure claims review and payment process, while not falsely flagging legitimate Ranitidine Claims.

(c) **Treatment of Disallowed Claims.** The Ranitidine Trust will not make distributions to Disallowed Eligible Ranitidine Claims and such claims shall be discharged and released in full.

(i) Because the Ranitidine Trust will have limited funds, economic damages are not compensable, and all all Ranitidine Claims asserting economic damages only will be Disallowed. Disallowed Ranitidine Claims shall be discharged and released in full, including those asserting both economic and non-economic or general damages.

(ii) As set forth in the Ranitidine Trust Agreement, in order an Eligible Ranitidine Claim to be Allowed and the holder thereof eligible to receive distributions from the Ranitidine Trust, such holder of an Eligible Ranitidine Claim must timely execute and deliver a Trust Submission Form to the GUC Trust. The GUC Trustee will provide copies of all Trust Submission Forms for Eligible Ranitidine Claims to the Ranitidine Trustee upon receipt, subject to the confidentiality obligations described herein.

### **ARTICLE 3**

#### **PROCESSING AND RESOLUTION OF RANITIDINE CLAIMS**

##### **3.1 Processing of Ranitidine Claims.**

(a) As soon as possible after the establishment of the Ranitidine Trust, the Ranitidine Trustee shall proceed to have the Ranitidine Trust receive, review, and liquidate all Eligible Ranitidine Claims.

(b) To process Eligible Ranitidine Claims under this Ranitidine Claims Process the Ranitidine Trustee has the discretion to request additional documentation beyond that required by

this Ranitidine Claims Process believed to be in the possession of the Eligible Ranitidine Claimant or his or her authorized agent or lawyer.

(c) The Ranitidine Trustee may investigate any Ranitidine Claim and may request information from any Ranitidine Claimant to ensure compliance with the terms outlined in this Ranitidine Claims Process.

(a) The Ranitidine Trustee has the sole discretion, subject to the appeal process set forth herein, to determine if a Ranitidine Claim is Disallowed or to reduce or eliminate the Allowed Claim Amount for an Eligible Ranitidine Claim being liquidated hereunder where the Ranitidine Trustee concludes that there has been a pattern or practice to circumvent full or truthful disclosure of information requested under this Ranitidine Claims Process or otherwise by the Ranitidine Trust. For the avoidance of doubt, as set forth in the Ranitidine Trust Agreement, a Ranitidine Claim submitted to the Ranitidine Trust with respect to which the holder thereof did not execute and deliver a Trust Submission Form shall be Disallowed. Notwithstanding anything to the contrary herein or otherwise, the GUC Releases granted or deemed to have been granted, and the Covenant Not to Collect made, by the holder of a Disallowed Ranitidine Claim, shall be unaffected by the Disallowed of such Ranitidine Claim and such GUC Releases and the Covenant Not to Collect shall remain in full force and effect.

(b) While the Ranitidine Trust may enter into a lien resolution program, each Eligible Ranitidine Claimant remains responsible for satisfying any liens that third parties may claim against an award to such Eligible Ranitidine Claimant.

**3.2 General Criteria for Allowed Ranitidine Claims.** To establish an Allowed Ranitidine Claim in accordance with this Ranitidine Claims Process, an Eligible Ranitidine Claimant must satisfy all of the following criteria:

- 3.2.1 Meet the criteria set forth in Section 4.1;
- 3.2.2 Complete, sign and submit the Trust Submission Form;
- 3.2.3 Complete, sign and submit the HIPAA Release; and
- 3.2.4 If the Eligible Ranitidine Claim concerns the injuries of a decedent, execute and submit the Heirship Declaration.

**3.3 Review Process.** Ranitidine Claimants who meet the Medical/Exposure Criteria set forth in Section 4.1 below shall be subject to the applicable Scheduled Values as set forth in 4.1 below unless, at the sole discretion of the Ranitidine Trustee, and upon request by the Eligible Ranitidine Claimant, such Ranitidine Claimant is selected for the Extraordinary Review Process (the “**ER Process**”).

**3.4 Extraordinary Review Process.** The Ranitidine Trustee may, in her discretion, award additional compensation to Eligible Ranitidine Claimants who present proof of injury or loss of a type or severity not otherwise captured by the Ranitidine Claims Process and its associated values through the Review Process. To be considered for additional compensation, an Eligible Ranitidine Claimant must specifically request consideration for the ER Process and submit supporting information pursuant to the instructions on the Trust Submission Form.

**3.5 Pro Rata Payment.** The amounts that Eligible Ranitidine Claimants will ultimately be paid on account of their Allowed Eligible Ranitidine Claims will depend on, among other things, the GUC Trust’s ability to liquidate and recover the proceeds of the GUC Trust Litigation Consideration. The amounts paid pursuant to this Ranitidine Claims Process and/or the Ranitidine Trust Agreement are not the equivalent of (i) any Eligible Ranitidine Claimant’s Allowed Claim or (ii) any right to payment that the holder of an Allowed Eligible Ranitidine Claim has.

## ARTICLE 4

### VALUATION OF AND EVIDENTIARY REQUIREMENTS FOR ALLOWED CLAIMS

**4.1 Scheduled Value and Medical/Exposure Criteria.** The Scheduled Values and Medical/Exposure Criteria set forth below shall apply to all Eligible Ranitidine Claims.

#### Review Medical/Exposure Criteria & Scheduled Values of Claims Eligible for Review

Claim Type	Medical/Exposure Criteria	Scheduled Value
<b>Ranitidine I</b>	<ul style="list-style-type: none"><li>(i) Use of an Eligible Debtor Product<sup>1</sup>.</li><li>(ii) Claimant was less than 89 years of age at the time of diagnosis.</li><li>(iii) At least one Qualifying Cancer diagnosed within 20 years of the last exposure to a Debtor Product. Qualifying Cancer is defined as any of the following cancers:<ul style="list-style-type: none"><li>a. Liver</li><li>b. Gastrointestinal/Stomach</li><li>c. Bladder</li><li>d. Pancreatic</li><li>e. Esophageal</li></ul></li></ul>	\$0
<b>Ranitidine II</b>	<ul style="list-style-type: none"><li>(i) Use of an Eligible Debtor Product at least once per week for at least one year.</li><li>(ii) Claimant was less than 89 years of age at the time of diagnosis.</li><li>(iii) At least one Qualifying Cancer diagnosed within 20 years of the last exposure to a Debtor Product.</li></ul>	\$5,000
<b>Ranitidine III</b>	<ul style="list-style-type: none"><li>(i) Use of an Eligible Debtor Product at least once per week for at least one year.</li></ul>	\$10,000

<sup>1</sup> “**Eligible Debtor Product**” means any product manufactured by the Debtors containing Ranitidine.

Claim Type	Medical/Exposure Criteria	Scheduled Value
	<ul style="list-style-type: none"> <li data-bbox="483 281 1159 359">(ii) Claimant was less than 89 years of age at the time of diagnosis.</li> <li data-bbox="483 373 1192 478">(iii) At least one Qualifying Cancer diagnosed within 20 years of the last exposure to a Debtor Product.</li> <li data-bbox="483 493 1094 533">(iv) Death as a result of a Qualifying Cancer.</li> </ul>	

**4.2** For the avoidance of doubt, the ER Process set forth in Section 4.3 may result in Allowed Claim Amounts in excess of Scheduled Values.

**4.3 Extraordinary Review Criteria.** Subject to the provisions set forth below, a claimant that meets the relevant Medical/ Exposure Criteria set forth in Section 4.1 and believes they would be entitled to greater than the applicable Scheduled Value were their claim resolved in the tort system, shall be eligible to seek the ER Process to determine the value of their claim. Such request for the ER Process shall be granted or denied at the sole discretion of the Ranitidine Trustee. Because the detailed examination and valuation process pursuant to the ER Process requires substantial time and effort, claimants electing to undergo the ER Process may be paid on the basis of the liquidated value of their Eligible Ranitidine Claim later than would have been the case had the claimant elected the Review Process. To the extent that the liquidated values of Eligible Ranitidine Claims that undergo the ER Process in accordance with the factors set forth in Section 4.3.1 below are determined to be less than the Scheduled Value for the applicable Claim Type, the Eligible Ranitidine Claim shall be Allowed at the Scheduled Value for the applicable Claim Type.

**4.3.1 Valuation Factors to Be Considered in the Extraordinary Review Process.** The Ranitidine Trust shall liquidate the value of each Eligible Ranitidine Claim that undergoes the Extraordinary Review Process based on the historic liquidated values of other

similarly situated Ranitidine Claims, including similar claims against non-Debtor defendants, for similar claims in the tort system. Accordingly, the Ranitidine Trust shall take into consideration all of the factors that affect the amount of damages and values in the tort system, including, but not limited to, credible evidence of (i) the degree to which the characteristics of a Ranitidine Claim differ from the Medical/Exposure Criteria; and (ii) settlement and verdict histories in the Eligible Ranitidine Claimant's jurisdiction for similarly situated or analogous claims. With respect to Eligible Ranitidine Claimant's jurisdiction, if the Ranitidine Claim was not filed against any of the Debtors in the tort system prior to the Petition Date, the Ranitidine Claimant may elect as the Eligible Ranitidine Claimant's jurisdiction (a) the jurisdiction in which such Eligible Ranitidine Claimant resides or resided at the time of diagnosis or when the Eligible Ranitidine Claim was submitted; or (b) any other jurisdiction in which the Eligible Ranitidine Claimant could have brought suit.

#### **4.4 Evidentiary Requirements for Ranitidine Claim Identification.**

**4.4.1 Acceptable Evidence for Establishing a Ranitidine Claim.** All Ranitidine Claimants must demonstrate prescription or purchase, and consumption of an Eligible Debtor Product and diagnosis of a Qualifying Cancer prior to the Petition Date by submitting medical records or reports identifying the prescription and consumption of the product, diagnosis, and death (as applicable). Any determination regarding whether an Eligible Ranitidine Claimant has satisfied the evidentiary requirements for establishing an Allowed Eligible Ranitidine Claim shall be subject to the discretion of the Ranitidine Trustee

#### **4.5 Claims Audit Program.**

**4.5.1 In General.** The Trustee shall develop methods for auditing the reliability of the evidence and statements made in claims submitted to the Ranitidine Trust and approved for

an offer of payment (a claims audit program), which may be implemented by the Claims Administrator or an independent third party. In the event that the Ranitidine Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable evidence to the Ranitidine Trust, it may decline to accept additional evidence from such individual or entity in the future.

**4.5.2 Assessment of Additional Information.** To the extent that the Ranitidine Trust or the entity overseeing the claims audit program believe that it is relevant, nothing herein shall preclude the Ranitidine Trust or the entity overseeing the claims audit program, in the Ranitidine Trust's sole discretion, from reviewing or taking into consideration other claims filed in state or federal court complaints or against other trusts. Any Eligible Ranitidine Claimant subject to the claims audit program shall cooperate with the Ranitidine Trust or the entity overseeing the claims audit program to obtain medical and other records to verify the claim.

**4.5.3 Actions Based on Audit Results.** In the event that an audit reveals that fraudulent information has been provided to the Ranitidine Trust, the Ranitidine Trust may penalize any Eligible Ranitidine Claimant or Ranitidine Claimant's attorney by rejecting the Eligible Ranitidine Claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, raising the level of scrutiny of additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the claimant or claimant's attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152, and seeking sanctions from the Bankruptcy Court. If the Ranitidine Trust determines that an Eligible Ranitidine Claimant's attorney willfully and knowingly participated in providing such

fraudulent information, the Ranitidine Trust may seek appropriate sanctions as are available in the Bankruptcy Court or refer the matter to the appropriate prosecutor's office for consideration.

#### **4.6 Suits in the Tort System.**

**4.6.1** An Eligible Ranitidine Claimant who disagrees with the ruling of the Ranitidine Trust may file a lawsuit in a state or federal court in the United States, that would otherwise have jurisdiction over such a Ranitidine Claim, against the Ranitidine Trust. For the avoidance of doubt, as a result of filing a Ranitidine Claim against the Debtors, such Ranitidine Claimant is subject to the jurisdiction of the Southern District of New York. Any such lawsuit must be filed by the Eligible Ranitidine Claimant in her or her own right and name, and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit, and may only name the Ranitidine Trust as a defendant. All defenses (including, with respect to the Ranitidine Trust, all defenses that could have been asserted by the Debtors or the Post-Emergence Entities, as applicable, provided that such defenses may not be asserted against any GUC Released Party) shall be available to both sides at trial; however, the Ranitidine Trust may waive any defense and/or concede any issue of fact or law. If the Eligible Ranitidine Claimant was alive at the time the Trust Submission Form was filed with the Ranitidine Trust, the case shall be treated as a personal injury case with all personal injury damages to be considered even if the Eligible Ranitidine Claimant has died during the pendency of the applicable proceedings.

**4.6.2** If an Eligible Ranitidine Claimant obtains a judgment on their Ranitidine Claim in the tort system and such judgment becomes a final order (each, a "**Final Judgment**"), such Final Judgment shall be deemed an Allowed Eligible Ranitidine Claim. Thereafter, the Eligible Ranitidine Claimant shall be paid from the Ranitidine Trust in accordance with the Ranitidine Trust Agreement and this Ranitidine Claims Process including the pro rata payment provisions.

Payments to Eligible Ranitidine Claimants who obtain a Final Judgment shall not exceed the Maximum Amount notwithstanding the amount of the Final Judgment until all other holders of Allowed Eligible Ranitidine Claims have been paid 100% of the amounts allocable to such other holders, at which time such Eligible Ranitidine Claimant(s) shall be eligible for distribution of any amounts in excess of the Maximum Amount on a pro rata basis to the extent such excess funds are available. For Eligible Ranitidine Claimants who obtain a Final Judgment including punitive damages (“**Punitive Damages**”), the Trust shall not distribute any payment on account of any Punitive Damages until all other holders of Allowed Eligible Ranitidine Claims have been paid in full, at which time such eligible Ranitidine Claimant(s) shall be eligible for distribution of any amounts allocable to Punitive Damages.

**4.7 Costs Considered.** Notwithstanding any provision of this Ranitidine Claims Process to the contrary, the Ranitidine Trustee shall give appropriate consideration to the cost of investigating and uncovering invalid Ranitidine Claims so that the payment of Allowed Eligible Ranitidine Claims is not further impaired by such processes with respect to issues related to the validity of the evidence supporting a claim. The Ranitidine Trustee shall have the latitude to make judgments regarding the amount of costs to be expended by the Ranitidine Trust so that Allowed Eligible Ranitidine Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Ranitidine Trustee, in appropriate circumstances, from contesting the validity of any claim against the Ranitidine Trust whatever the costs, or declining to accept medical evidence from sources that the Ranitidine Trustee has determined to be unreliable pursuant to the claims audit program described herein or otherwise.

**Exhibit 2**

**Trust Submission Form for Ranitidine Claims Process**

**[Provided Separately]**

**Exhibit 3**

**HIPAA Release Form**

**HIPAA RELEASE FORM FOR RANITIDINE CLAIMS**

**AUTHORIZATION TO DISCLOSE HEALTH INFORMATION**

**Claimant Name:**

**Date:**

**Date of Birth:**

**Soc. Sec. No.**

1. The following individuals or organizations are authorized to disclose my protected health and insurance records to the parties specified below in section #4:

Note: Please list the names of your medical care providers and your health insurance providers that may have records relevant to the resolution of your Ranitidine Claim.<sup>4</sup> If you are unsure of the exact legal name of your medical providers and health insurance providers, you can leave this blank, and we will complete it for you with the understanding that you authorize all relevant parties:

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2. The type and amount of information to be used or discloses is as follows:

The entire protected medical and insurance record, including but not limited to: any and all medical records, mental health records, psychological records, psychiatric records, problem lists, medication lists, lists of allergies, immunization records, history and physicals, discharge summaries, laboratory results, x-ray and imaging reports, medical images of any kind, video tapes, photographs, consultation reports, correspondence, itemized invoices and billing information, and information pertaining to Medicaid or Medicare eligibility and all payments made by those agencies, for the following dates:

Note: List the date range for which the medical providers and insurance companies above may have records relevant to the resolution of your Ranitidine Claim. If you are unsure of the exact dates, then leave this blank, and we will complete this section for you with the understanding that you authorize all relevant date ranges.

Dates of Services - From: \_\_\_\_\_ To: \_\_\_\_\_

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<sup>4</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Ranitidine Trust Agreement, the Plan, the Confirmation Order, or the GUC Trust Documents.

3. I understand that the information in my health records may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV). It may also include information about behavioral or mental health services, as well as treatment for alcohol and drug abuse.
4. The health and insurance information may be disclosed to and used by the following individual and/or organization:
  - a. Ranitidine Trust;
  - b. Heather Barlow, as the Trustee and Claims Administrator of the Ranitidine Trust;
  - c. Any professionals engaged by the Ranitidine Trust to perform such tasks; and
  - d. Matthew Dundon, as the Trustee of the GUC Trust, and any professionals engaged by the GUC Trust to perform such tasks.
5. The health and insurance information may also be disclosed to and used by the Ranitidine Trustee and the Ranitidine Trust.
6. I understand I have the right to revoke this authorization at any time. I understand if I revoke this authorization, I must do so in writing and present my written revocation to the health information management department. I understand the revocation will not apply to information that has already been released in response to this authorization. I understand the revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire 10 years after the date that I sign it.
7. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization and forego a recovery under the Ranitidine Trust Agreement. I understand that no organization may condition treatment, payment, enrollment, or eligibility for benefits on my signing of this authorization. I understand I may inspect or copy the information to be used or disclosed, as provided in CFR 1634.524. I understand any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules or HIPAA. If I have questions about disclosure of my health information, I can contact the parties listed above in section #4.

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Patient or Legal Representative

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Date

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Relationship to Patient (If signed by Legal Representative)

**Exhibit 4**

**Heirship Declaration**

**HEIRSHIP DECLARATION FOR  
ENDO RANITIDINE SUB-TRUST DISTRIBUTION PROCEDURES**

**SWORN DECLARATION AND RELEASE**

Any heir (the “**Heir**”) of a holder of a Ranitidine Claim, where the Ranitidine Claimant has died before the Ranitidine Claim is paid (the “**Decedent**”), is required to complete this declaration if the Heir has not been named as the executor/administrator of the Decedent’s estate by a probate court. Moreover, the Heir must also provide notice to any other beneficiary who may be entitled to receive a portion of any distribution from the Endo Ranitidine Trust (the “**Ranitidine Trust**”) to ensure that all potential beneficiaries have received fair and proper notice of this distribution.

**I. Decedent Information**

Name:	First Name	Middle Initial	Last Name
Social Security Number:	Date of Death:		
Residence/Legal Domicile Address at Time of Death	Street		
	City	State	Zip Code

**II. Heir Information**

Your Name	First Name	Middle Initial	Last Name
Your Social Security Number			
Your Address	Street		
	City	State	Zip Code
Your Relationship to Decedent			

**III. Authority to Receive a Distribution**

I, \_\_\_\_\_, an Heir, have authority to act on behalf of Decedent for one of the following reasons (please select *one* and provide the applicable documentation):

___	<b>Decedent Executed a Valid Will Naming the Heir as the Executor/Administrator</b>	
	List here and attach copies of all document(s) evidencing a valid Last Will and Testament executed by Decedent naming the Heir as Executor/Administrator:	1. Last Will and Testament of _____, dated _____. 2. _____ 3. _____

**III. Authority to Receive a Distribution (continued)**

___	<b>Decedent Executed a Valid Testamentary Trust Naming Heir as the Trustee</b>	
	List here and attach copies of all document(s) evidencing a valid Testamentary Trust executed by Decedent naming the Heir as Trustee:	1. Testamentary Trust executed by _____, dated _____. 2. _____ 3. _____
___	<b>Decedent Did Not Execute a Valid Testamentary Document (did not have an executed Will or Trust)</b>	
	List here the intestate statute(s) of the Residence/Legal Domicile at Time of Death of the Decedent and attach a copy of the full language of the statute(s):	1. A copy of the intestate statute(s) of the state or domicile of the Deceased Claimant at the time of his or her death. 2. _____ 3. _____

<b>IV. Notice to Heirs and Beneficiaries of Decedent</b>			
(Attach additional sheets if needed)			
Use the space below to identify the name and address of all persons who may have a legal right to share in any payment on behalf of the claim of the Decedent. Also state if and how you notified these persons of the Ranitidine Trust, or the reason they cannot be notified.			
	Name:	Information:	
1.		Address	
		Relationship to Decedent	
		Notified of Ranitidine Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____
2.		Address	
		Relationship to Decedent	
		Notified of Ranitidine Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____
<b>IV. Notice to Heirs and Beneficiaries of Decedent (continued)</b>			

	Name:	Information:	
3.		Address	
		Relationship to Decedent	
		Notified of Ranitidine Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____
4.		Address	
		Relationship to Decedent	
		Notified of Ranitidine Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____
5.		Address	
		Relationship to Decedent	
		Notified of Ranitidine Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____
6.		Address	
		Relationship to Decedent	
		Notified of Ranitidine Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____
7.		Address	
		Relationship to Decedent	
		Notified of Ranitidine Trust?	___ Yes. How notified: _____ ___ No. Why not notified: _____ _____

## V. Heir Certification – Sworn Declaration

This Sworn Declaration is an official document for submission to the Ranitidine Trust. By signing this Sworn Declaration, I certify and declare under penalty of perjury pursuant to 28 U.S.C. §1746 that:

- A. I am seeking authority to act on behalf of the Decedent and his or her estate, heirs, and beneficiaries in connection with the Ranitidine Trust Agreement, including with respect to the submission of forms and supporting evidence and the receipt of payment for any such awards.
- B. I will abide by all substantive laws of the Decedent's last state of domicile concerning the compromise and distribution of any monetary award to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.
- C. If Decedent executed a valid Will naming the Heir as the Executor/Administrator:
  - a. No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.
  - b. The copy of the Last Will and Testament provided by me is the Last Will and Testament of the Decedent.
  - c. I will notify the Ranitidine Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.
- D. If Decedent executed a valid Testamentary Trust naming the Heir as the trustee:
  - a. No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.
  - b. No one else has been appointed the trustee or other position with the authority to act on behalf of the Decedent and his or her estate.
  - c. The copy of the Testamentary Trust provided by me is the currently valid Testamentary Trust of the Decedent.
  - d. I will notify the Ranitidine Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.
- E. If the Decedent did not execute a valid testamentary document:
  - a. No one else has been appointed the personal representative, executor, administrator, or other position with the authority to act on behalf of the Decedent and his or her estate.
  - b. There is no known Last Will and Testament of the Decedent and no application or proceeding has been filed in state or other court to administer the estate of the Decedent or to appoint an executor or administrator.
  - c. I will notify the Ranitidine Trust immediately if my authority to act is curtailed, surrendered, withdrawn, or terminated.
- F. No application or proceeding has been filed in state or other court to administer the estate of the Decedent or to appoint an executor or administrator of the Decedent's estate.
- G. I am not aware of any objections to my appointment and service as the Heir on behalf of the Decedent and his or her estate, heirs, and beneficiaries.
- H. No person notified under Section IV objects to my serving as the Heir and taking such steps as required by the Ranitidine Trust Agreement to resolve all claims related to the Decedent's prescription and/or use of Ranitidine. The persons named in Section IV are all of the persons who may have a legal right to share in any payment issued in respect of the injuries of the Decedent.

**V. Heir Certification – Sworn Declaration (Continued)**

- I. I will comply with any and all provisions of the state law regarding the compromise and distribution of the proceeds of any payment from the Ranitidine Trust to the appropriate heirs or other beneficiaries and any other parties with any right to receive any portion of any payments.
- J. In accordance with item I. above, I understand that I am responsible for locating and paying all heirs their proportionate share of any distribution based on the applicable Will, Trust or Intestate Statute.
- K. I will indemnify, defend and hold harmless the Ranitidine Trust, its agents and representatives, and any law firm(s) representing me from any and all claims, demands, or expenses of any kind arising out of distributions from the Ranitidine Trust.
- L. I understand that, by signing this Sworn Declaration, the sole remedy for any beneficiary that contests the allocation of the distribution from this case is to pursue me directly.

The information I have provided in this Declaration is true and correct. I understand that the Ranitidine Trust, the Bankruptcy Court for the Southern District of New York and any law firm(s) representing me will rely on this Declaration, and false statements or claims made in connection with this Declaration may result in fines, imprisonment, and/or any other remedy available by law.

I, the undersigned, declare the above as true and correct under penalty of perjury:

Signature:		Date:	
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## **Exhibit 5**

### **Advisory Committee Members**

1. Morton Branzburg
2. Edmond George
3. Tobi Millrood