

**Endo Reverse Payment Trust Agreement**

This trust agreement (this “**Reverse Payment Trust Agreement**”) for the Trust established for holders of Reverse Payment Claims (the “**Reverse Payment 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 Reverse Payment Trust (the “**Reverse Payment Trustee**”) and U.S. Bank Trust National Association as the Delaware Trustee for the Reverse Payment 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 Reverse Payment Trust pursuant to this Reverse Payment 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 Reverse Payment Trust Agreement, of the Reverse Payment Claims Trust Consideration to holders of Eligible Reverse Payment 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 Reverse Payment Trust Agreement and the GUC Trust Agreement, the Reverse Payment Trust is to use its assets and income to resolve and make distributions on account of all Eligible Reverse Payment Claims and shall (i) hold, manage, and invest all funds and other assets received by the Reverse Payment Trust from the GUC Trust for the benefit of the beneficiaries of the Reverse Payment Trust; and (ii) administer, process, resolve,

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

and liquidate all Allowed Eligible Reverse Payment Claims in accordance with this Reverse Payment Trust Agreement;

**WHEREAS**, pursuant to the Plan, Disclosure Statement and Confirmation Order, the Reverse Payment 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 Reverse Payment Trust Agreement, any term used in capitalized form that is not defined in this Reverse Payment 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 Reverse Payment Trust Agreement and each of the other Distribution Sub-Trust Agreements.

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

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

1.2.8 “**Eligible Reverse Payment Claim**” shall mean any Reverse Payment 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 Reverse Payment Claim for which the holder of such Reverse Payment Claim returned a properly executed Trust Submission Form by the Trust Submission Form Deadline; *provided, however*, that the Reverse Payment Trustee shall have the discretion, in consultation with the Advisory Committee, to Allow Reverse Payment 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 Reverse Payment Claims under any circumstances.

1.2.9 “**Estimated Amount**” shall mean, with respect to a Disputed Eligible Reverse Payment Claim, the estimated amount of a Disputed Eligible Reverse Payment Claim as determined by the Reverse Payment 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 “**Release Form**” means the form attached hereto as **Exhibit 1**, which shall be attached to the Trust Submission Form pursuant to which an Eligible Reverse Payment Claimant shall grant the GUC Releases contained in the Plan, to the extent such GUC Releases were not already granted or deemed to have been granted in connection with such Eligible Reverse Payment Claimant’s vote on the Plan. For the avoidance of doubt, any GUC Releases already granted by an Eligible Reverse Payment Claimant under the Plan shall remain binding and in full force, and the Release Form shall solely permit Eligible Reverse Payment Claimants who did not return a ballot during the Plan solicitation process to grant the GUC Releases. The process by which additional GUC Releases will be obtained by the Reverse Payment Trust via the Release Form, and claim distributions calculated as a result of the GUC Releases as set forth herein, will be determined by the Reverse Payment Trustee, in consultation with the Advisory Committee, after the formation of the Reverse Payment Trust and shall be set forth in the Trust Submission Form for Reverse Payment Claims; provided that such Trust Submission Form shall include the Release Form attached hereto and, notwithstanding anything to the contrary in this Trust Agreement or any other Reverse Payment Claims Trust Document, such Release Form may not be amended or modified.

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 a form prepared by the Reverse Payment Trustee, in consultation with the Advisory Committee, to be distributed to all holders of Reverse Payment Claims, pursuant to which such holders shall provide certain information necessary for distributions pursuant to this Reverse Payment Trust Agreement. The Release Form attached hereto as **Exhibit 1** shall be attached as an exhibit to the Trust Submission Form.

1.2.18 “**Trust Submission Form Deadline**” shall mean the date to be determined by the Reverse Payment Trustee.

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

**1.4 Computation of Time.** Except as otherwise provided in this Reverse Payment 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 Reverse Payment 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 Reverse Payment Trustee may transact the business and affairs of the Reverse Payment Trust in the name of the Reverse Payment Trust, and references herein to the Reverse Payment Trust shall include the Reverse Payment Trustee acting on behalf of the Reverse Payment Trust.

**2.2 Purpose.** The purpose of the Reverse Payment Trust is to exclusively handle all Reverse Payment Claims held by claimants whose claims are channeled to the GUC Trust, to resolve and make distributions in respect of Allowed Eligible Reverse Payment Claims in accordance with this Reverse Payment Trust Agreement, use the Reverse Payment 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 Reverse Payment Trust Agreement;

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

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

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

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

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

**2.3 Transfer of Assets.** Pursuant to and in accordance with the Plan and the GUC Trust Agreement, the Reverse Payment Trust shall have received on, or as soon as reasonably practicable after the Effective Date, the Reverse Payment 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 GUC Trust Insurance Rights or GUC Trust Litigation Consideration (each as defined in the Plan), 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 “**Reverse Payment Trust Assets**”) to fund the Reverse Payment Trust and settle or discharge all Allowed Eligible Reverse Payment Claims. In all events, the Reverse Payment Trust Assets or any other assets to be transferred to the Reverse Payment Trust under the Plan will be transferred from the GUC Trust to the Reverse Payment 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 Reverse Payment Trust Agreement. The transfer of the Reverse Payment Trust Assets from the GUC Trust to the Reverse Payment Trust shall be irrevocable and not subject to avoidance.

#### **2.4 Acceptance of Assets and Handling of Reverse Payment Claims.**

(a) In furtherance of the purposes of the Reverse Payment Trust, the Reverse Payment Trust hereby expressly accepts the transfer to the Reverse Payment Trust of the Reverse Payment 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 Reverse Payment Trust, all Reverse Payment Claims (excluding, for the avoidance of doubt, any EFBD Claims, which are not and shall not be treated as Reverse Payment Claims) shall be channeled to the GUC Trust, and shall be exclusively handled by the Reverse Payment 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 Reverse Payment 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 Reverse Payment 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 Reverse Payment 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 Reverse Payment Trust (the “**Beneficial Owners**”) shall be deemed to be the Eligible Reverse Payment Claimants; provided that (i) the Eligible Reverse Payment Claimants, as such Beneficial Owners, shall have only such rights with respect to the Reverse Payment Trust and its assets as are set forth in this Reverse Payment Trust Agreement and (ii) no greater or other rights, including upon dissolution, liquidation, or winding up of the Reverse Payment Trust, shall be deemed to apply to the Eligible Reverse Payment Claimants in their capacity as Beneficial Owners. For the avoidance of doubt, holders of Claims that would be Eligible Reverse Payment Claims, but for the holder thereof’s failure to timely deliver a Trust Submission Form as contemplated by this Reverse Payment Trust Agreement are not Beneficial Owners.

**ARTICLE III**  
**POWERS AND TRUST ADMINISTRATION**

**3.1 Powers.**

(a) The Reverse Payment Trustee is and shall act as the fiduciary to the Reverse Payment Trust in accordance with the provisions of the Reverse Payment Trust Agreement and the Plan and any documents contemplated thereby. The Reverse Payment Trustee shall, at all times, administer the Reverse Payment Trust and the Reverse Payment Trust Assets in accordance with the purposes set forth in Section 2.2 above. Subject to the limitations set forth in this Reverse Payment Trust Agreement, the Reverse Payment Trustee shall have the power to take any and all actions that, in the judgment of the Reverse Payment Trustee, are necessary or proper to fulfill the purposes of the Reverse Payment 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 Reverse Payment 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 Reverse Payment Trustee shall have the power to:

(i) administer, resolve and satisfy all channeled Reverse Payment Claims on behalf of the GUC Trust;

(ii) receive and hold the Reverse Payment Trust Assets and exercise all rights with respect thereto;

(iii) pay liabilities and expenses of the Reverse Payment 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 Reverse Payment Trust in accordance with the Reverse Payment Trust Agreement;

(vi) determine, in her business judgment, to negotiate a cash settlement of or otherwise monetize any GUC Trust Litigation Consideration constituting Reverse Payment Trust Assets;

(vii) develop an operating budget for the Reverse Payment 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 Reverse Payment Trust requires, and delegate to such Professionals such powers and authorities as the fiduciary duties of the Reverse Payment Trustee permit and as the Reverse Payment Trustee, in the Reverse Payment Trustee’s discretion and in consultation with the Advisory Committee, deems advisable or necessary in order to carry out the terms of the Reverse Payment Trust Agreement;

(ix) pay reasonable compensation to Professionals engaged by the Reverse Payment Trust;

(x) as provided herein, use Reverse Payment Trusts Assets to (a) compensate the Reverse Payment Trustee, and the Delaware Trustee, (b) reimburse the Reverse Payment 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 Reverse Payment Trustee considers proper in administering the Reverse Payment 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 Reverse Payment Trustee, and the Delaware Trustee, (B) the respective Professionals of the Reverse Payment 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 Reverse Payment 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 Reverse Payment Trustee shall not have the power to guarantee any debt of other Persons.

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

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

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

(b) The Reverse Payment 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 Reverse Payment Trust, (ii) comply with all applicable reporting and withholding obligations, including any reports determined to be necessary by the Reverse Payment Trustee under the Corporate Transparency Act, H.R. 2513, 116th Cong. (2019), (iii) satisfy all requirements necessary to qualify and maintain qualification of the Reverse Payment Trust as a qualified settlement fund within the meaning of the QSF Regulations, and (iv) take no action that could cause the Reverse

Payment Trust to fail to qualify as a qualified settlement fund within the meaning of the QSF Regulations. The Reverse Payment Trustee shall make its own tax elections as to the treatment of the Reverse Payment Trust, separate from any tax elections made for the GUC Trust by the GUC Trustee, and the Reverse Payment Trust shall have its own tax identification number.

(c) The Reverse Payment 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 Reverse Payment Claims. All such amounts withheld and paid to the appropriate tax authority shall be treated as amounts distributed to such holders of Allowed Eligible Reverse Payment Claims for all purposes of this Reverse Payment Trust Agreement. The Reverse Payment 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 Reverse Payment Claims (including tax identification numbers) as reasonably requested by the Reverse Payment Trustee, readily available to the holders of the Allowed Eligible Reverse Payment Claims and necessary to effectuate the Plan and this Reverse Payment Trust Agreement. The Reverse Payment Trustee may refuse to make some or all of a distribution to a holder of an Allowed Eligible Reverse Payment Claim that fails to furnish such information in a timely fashion, and until such information is delivered may treat such holder's Allowed Eligible Reverse Payment Claim, as disputed; provided, however, that, upon the delivery of such information by a holder of an Allowed Eligible Reverse Payment Claim, the Reverse Payment 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 Reverse Payment Claim fails to furnish any tax information reasonably requested by the Reverse Payment Trustee before the date that is six months after the request is made (subject to extension in the discretion of the Reverse Payment Trustee if such holder demonstrates to the reasonable satisfaction of the Reverse Payment 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 Reverse Payment Trustee's reasonable request to such holder despite such holder's request for such information), to the fullest extent permitted by law, the Reverse Payment Trustee in his discretion, may determine that the amount of such distribution shall irrevocably revert to the Reverse Payment Trust, and any Allowed Eligible Reverse Payment Claim with respect to such distribution shall be discharged and forever barred from assertion against the Reverse Payment 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 Reverse Payment Trust shall not be responsible for paying any taxes on account of distributions to any beneficiaries of the Reverse Payment 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 Reverse Payment Trustee shall be responsible for all of the Reverse Payment Trust's tax matters, including without limitation, tax audits, claims, defenses and proceedings. The Reverse Payment Trustee shall file (or cause to be filed) any other statement, return, or disclosure relating to the Reverse Payment Trust that is required by any governmental unit and be responsible for payment, out of the Reverse Payment Trust Assets, of any taxes imposed on the Reverse Payment 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 Reverse Payment Trust, a holder of an Eligible Reverse Payment Claim must timely execute and deliver a Trust Submission Form to the GUC Trust. To the extent that the Trust Submission Form is distributed by the GUC Trust, the GUC Trust will provide copies of all Trust Submission Forms for Eligible Reverse Payment Claims to the Reverse Payment 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 Reverse Payment Trust related to the distribution or receipt of Trust Submission Forms.

(b) The Trust Submission Form shall require a certification signed by the Reverse Payment Claimant under penalty of perjury, and instructions for submitting the information and evidence required to establish an Allowed Eligible Reverse Payment Claim.

(c) The Trust Submission Form shall be distributed by the Reverse Payment Trust or the GUC Trust, and must be returned by the Trust Submission Form Deadline. Such distribution shall be made to holders of all other Pending Eligible Reverse Payment 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 Reverse Payment 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 Reverse Payment Trustee may determine in its sole and absolute discretion to recognize as being timely submitted a Trust Submission Form in respect of an Eligible Reverse Payment 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 Reverse Payment Claim, the Reverse Payment Trust shall provide notice of such deficiencies to such holder at the Reverse Payment Trustee's discretion. Unless such deficiencies are corrected within thirty (30) days of the Reverse Payment Trust providing notice, such Claim shall be deemed to be Disallowed for all purposes of the Reverse Payment Trust. The GUC Releases granted and the Covenant Not To Collect made by any holder of a Disallowed Reverse Payment Claim shall not be impacted by the Disallowance of such Reverse Payment 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 Reverse Payment Claimant changes, it is the responsibility of the Eligible Reverse Payment Claimant to provide updated contact information to the Reverse Payment Trustee and the Claims and Noticing Agent. To the extent that an Eligible Reverse Payment 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 Reverse Payment Claimants must demonstrate (i) that such Eligible Reverse Payment Claimant holds a Claim against the Debtors alleging that the Debtors are liable because a party was compensated for delaying its entry into or refraining from entering a market, or any similar theory of liability, including with respect to the following medications and/or their generic equivalents: Opana® ER, AndroGel®, Exforge®, Seroquel XR®, Xyrem®, Amitiza®, and Colcrys; and (ii) that the Eligible Reverse Payment Claimant filed a Proof of Claim by the General Bar Date (including, for the avoidance of doubt, any consolidated, “class,” or similar Proof of Claim submitted in accordance with the Bar Date Order), provided, however, that the Reverse Payment Trustee may, in their discretion and in consultation with the Advisory Committee, Allow Eligible Reverse Payment Claims whose Proofs of Claim were filed after the Bar Date based on the facts and circumstances of the Eligible Reverse Payment Claimant in accordance with applicable law. The Trust Submission Form may request additional information necessary to reconcile Eligible Reverse Payment Claims.

(b) The Reverse Payment Trustee shall determine, resolved, and if resolved in favor of payment, determine the Allowed Claim Amount of each Eligible Reverse Payment Claim.

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

(d) The Reverse Payment 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 Reverse Payment Claims.

(e) The Reverse Payment Trust may investigate any Reverse Payment Claim and may request information from any Reverse Payment Claimant to ensure compliance with the terms outlined in this Reverse Payment Trust Agreement.

(f) If, during the course of the Reverse Payment Trustee’s review of Eligible Reverse Payment Claims, the Reverse Payment Trustee determines that an asserted Eligible Reverse Payment Claim is not a Reverse Payment Claim, as defined under the Plan (a “**Non-Reverse Payment Claim**”), the Reverse Payment Trustee may, with the consent of the GUC Trustee, refer resolution of such Non-Reverse Payment Claim to the GUC Trust (or any other Distribution Sub-Trust), and such Non-Reverse Payment Claim shall not be considered an Eligible Reverse Payment Claim for the purposes of this Reverse Payment Trust Agreement, and shall not receive any

distributions from the Reverse Payment Trust. If a dispute arises between the GUC Trustee and/or any other Distribution Sub-Trustee and the Reverse Payment Trustee regarding whether a Claim is a Non-Reverse Payment Claim, the provisions of Section 7.14 shall apply.

**4.3 Allocation of Reverse Payment Trust Assets; Allowance of Claims.** The Reverse Payment Trustee, in her sole discretion, will determine the Allowed Claim Amount of each Eligible Reverse Payment Claim based on the Reverse Payment Trustee's review of the asserted merits of each Eligible Reverse Payment Claim, provided, however, that the Reverse Payment Trustee may determine to utilize an allocation between Allowed Eligible Reverse Payment Claimants agreed to between Allowed Eligible Reverse Payment Claimants (an "**Agreed Allocation**," provided that such Agreed Allocation will reflect all then-Allowed Eligible Reverse Payment Claims). To the extent that the Reverse Payment Trustee determines to use an Agreed Allocation, the Reverse Payment Trustee will file a notice regarding such Agreed Allocation on the Bankruptcy Court docket. Any such notice is not required to publicly identify the Allowed Claim Amounts of each Allowed Eligible Reverse Payment Claim and may instead identify Eligible Reverse Payment Claimants by category, including as members of a putative class. Regardless of whether an Agreed Allocation is used, the Reverse Payment Trustee will have the sole discretion to allow or disallow all Eligible Reverse Payment Claims. To the extent an Agreed Allocation is not used, the Reverse Payment Trustee shall send each holder of an Eligible Reverse Payment Claim a notice setting forth the Allowed Amount of such Eligible Reverse Payment Claim. Any disputes regarding the Allowance, Disallowance, or Allowed Claim amount of any Eligible Reverse Payment Claim shall be addressed pursuant to the terms of Section 7.14 herein.

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

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

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

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

(d) In the event that multiple Reverse Payment Claimants are represented by a single attorney, the Reverse Payment Trust may make a single distribution to such attorney on account of the Allowed Eligible Reverse Payment 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 the extent that multiple similarly situated clients who are members of a class or a putative class are represented by one attorney, the Reverse Payment Trustee may, with the consent of the applicable attorney, make one distribution to the attorney for allocation between the attorney's clients pursuant to any existing court orders. 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 Reverse Payment Trust and the Reverse Payment Fixing Trustee, and must sign a release on behalf of itself and each of its clients stating that distributions from the Reverse Payment Trust made in this manner shall fully and finally satisfy all claims of the attorney and/or any Eligible Reverse Payment Claimant against the Reverse Payment Trust and Reverse Payment 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 Reverse Payment 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 Reverse Payment Claim has not cooperated, for more than six months, with the Reverse Payment Trustee's efforts to make distributions on account of such Allowed Eligible Reverse Payment Claim, and/or the Reverse Payment Trustee is unable to effectuate distributions because it cannot locate certain Eligible Reverse Payment Claimants despite all diligent and reasonable efforts, such distributions, if de minimis in the aggregate, shall be treated as Reverse Payment Trust Assets, and if substantial, shall be used to increase distributions to holders of other Allowed Eligible Reverse Payment Claims. The GUC Releases granted or deemed to have been granted under the Plan and in any Release Form by any such Eligible Reverse Payment Claimant shall be unaffected by the discharge or Disallowance of such Eligible Reverse Payment Claimants' Reverse Payment Claim, and shall remain in full force and effect.

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

**4.5 Restrictions on Transfer.** Eligible Reverse Payment 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 Reverse Payment Claims in violation of this Section shall be void *ab initio* and will not be recognized by the Reverse Payment Trust for any purposes.

## ARTICLE V

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

**5.1 Accounts.** The Reverse Payment Trustee may, from time to time, create such accounts and reserves within the Reverse Payment Trust estate as the Reverse Payment Trustee may

deem necessary, prudent, or useful in order to provide for the payment of the expenses of the Reverse Payment Trust, including, without limitation, the compensation payable to the Reverse Payment Trustee, the Delaware Trustee, the agents of the Reverse Payment Trust and the Professionals retained by the Reverse Payment 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 Reverse Payment Trustee out of the Reverse Payment Trust Assets. None of the Reverse Payment 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 Reverse Payment Trust expenses or any other liability of the Reverse Payment Trust, except to the extent provided in the Plan, the GUC Trust Documents or this Reverse Payment Trust Agreement.

## ARTICLE VI

### **Reverse Payment Trustee; Delaware Trustee; Trust Advisory Committee**

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

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

(b) To the extent that the Reverse Payment Trustee consults with or seeks the consent of the Advisory Committee on any issue as set forth in this Reverse Payment 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 Reverse Payment Trustee shall recuse themselves from any such discussions or deliberations.

### **6.2 Term of Service.**

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

(b) The Reverse Payment 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 Reverse Payment Trustee may be removed at the unanimous recommendation of the Advisory Committee, in the event that the Reverse Payment Trustee becomes unable to discharge the Reverse Payment 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 Reverse Payment 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 Reverse Payment Trust Agreement or the Trust Act.

### **6.3 Appointment of Successor Reverse Payment Trustee.**

(a) In the event of a vacancy in the Reverse Payment 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 Reverse Payment Trustee, all rights, titles, duties, powers and authority of the predecessor Reverse Payment Trustee hereunder shall be vested in, and undertaken by, the successor Reverse Payment Trustee without any further act. No successor Reverse Payment Trustee shall be liable personally for any act or omission of any predecessor Reverse Payment Trustee. No successor Reverse Payment Trustee shall have any duty to investigate the acts or omissions of any predecessor Reverse Payment Trustee.

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

### **6.4 Liability of Reverse Payment 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 Reverse Payment 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 Reverse Payment Trust, to any individual holding an Eligible Reverse Payment 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 Reverse Payment 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 Reverse Payment Trust, or any holder of an Eligible Reverse Payment Claim for any action taken in good faith reliance upon the advice of the professionals retained by the Reverse Payment Trust to the maximum extent provided for under the Trust Act.

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

(c) None of the Reverse Payment 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 Reverse Payment Trust or the holders of Eligible Reverse Payment Claims, in connection with the affairs of the Reverse Payment Trust to the fullest extent provided under section 3803 of the Trust Act, and all Persons claiming against any of the Reverse Payment 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 Reverse Payment Trust, shall look solely to the Trust Assets for satisfaction of any such Claims.

## **6.5 Indemnification.**

(a) The Reverse Payment 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 Reverse Payment 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 Reverse Payment 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 arbitrative, or investigation that is brought or threatened against such persons or entities regarding the implementation or administration of the Reverse Payment Trust or the Reverse Payment 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 Reverse Payment Trust in advance of the final disposition thereof upon receipt of an undertaking, by or on behalf of the Reverse Payment 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 Reverse Payment Trustee, the Delaware Trustee, or the other Indemnified Party is not entitled to be indemnified by the Reverse Payment Trust.

(c) The Indemnified Parties shall be entitled to obtain advances from the Reverse Payment 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 Reverse Payment 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 Reverse Payment Trustee, in consultation with the Advisory Committee, may determine to establish a reserve in respect of such advances.

(d) The Reverse Payment 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 Reverse Payment 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 Reverse Payment Trustee, or as a Professional of the Reverse Payment Trust. The Reverse Payment 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 Reverse Payment 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 Reverse Payment Claims Trust Documents, including this Trust Agreement.

**6.6 Reverse Payment Trustee's Independence.** The Reverse Payment Trustee shall not, during the term of the Reverse Payment 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 Reverse Payment Trustee shall not act as an attorney or other advisor for any person who holds an Eligible Reverse Payment Claim. For the avoidance of doubt, this section shall not be applicable to the Delaware Trustee.

**6.7 Bond.** The Reverse Payment 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 Reverse Payment 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 Reverse Payment Trust, the Reverse Payment Trustee, the Advisory Committee, the Beneficial Owners, or any other Person receiving a distribution from the Reverse Payment 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 Reverse Payment Trust on the terms set forth herein. The Delaware Trustee shall not have any duty or liability with respect to the administration of the Reverse Payment Trust (except as otherwise expressly set forth herein), the investment of the Reverse Payment Trust Assets or the distribution of the Reverse Payment Trust Assets to Eligible Reverse Payment Claimants, and no such duties shall be implied. The Delaware Trustee shall not be liable for the acts or omissions of the Reverse Payment Trust, the Reverse Payment 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 Reverse Payment Trust, the Reverse Payment 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 Reverse Payment 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 Reverse Payment 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 Reverse Payment Trust Agreement;
- (b) the Delaware Trustee shall not have any duty or obligation to manage or deal with the Reverse Payment 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 Reverse Payment 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 Reverse Payment Trust Agreement, the value or sufficiency of the Reverse Payment 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 Reverse Payment 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 Reverse Payment 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 Reverse Payment Trust Agreement shall look only to the Reverse Payment 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 Reverse Payment 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 Reverse Payment 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 Reverse Payment 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 Reverse Payment 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 Reverse Payment 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 Reverse Payment 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 Reverse Payment Trustee's Employment of Professionals; Delaware Trustee's Employment of Counsel.**

(a) The Reverse Payment Trustee may, but shall not be required to, retain and consult with Professionals deemed by the Reverse Payment 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 Reverse Payment 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 Reverse Payment 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 Reverse Payment Trustee's Retention of Claims Administrator.**

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

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

(c) The Claims Administrator, under the direction of the Reverse Payment Trustee, shall determine, in accordance with this Reverse Payment Trust Agreement, the Allowance or Disallowance of, and the amount payable on, all Eligible Reverse Payment Claims liquidated under this Reverse Payment Trust Agreement.

(d) The Reverse Payment 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 Reverse Payment Claimants from unauthorized access, acquisition, disclosure, use, loss, or theft.

(e) In carrying out the Reverse Payment Trustee's duties under the Reverse Payment Trust Documents, the Reverse Payment Trustee (or the Trust Professionals under the direction of the Reverse Payment Trustee) may investigate any Eligible Reverse Payment Claims and request information from any Eligible Reverse Payment Claimant to ensure compliance with the Reverse Payment Trust Documents.

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

(g) The Claims Administrator shall serve for the duration of the Reverse Payment Trust, subject to death, resignation, or removal. The Reverse Payment 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 Reverse Payment Trustee shall propose a successor Claims Administrator. However, in the event that,

pursuant to Section 6.10(a), the Reverse Payment Trustee also serves as the Claims Administrator, if the Reverse Payment Trustee is removed, absent a court order to the contrary, the Claims Administrator shall also be removed from office, and the successor Reverse Payment 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 Reverse Payment Claimant or a representative of an Eligible Reverse Payment Claimant;

(ii) has not had and does not have a relationship with an individual Eligible Reverse Payment Claimant or with counsel for any Eligible Reverse Payment 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 Reverse Payment 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 2** to this Reverse Payment Trust Agreement. The Advisory Committee for the Reverse Payment Trust shall also be the Advisory Committee for the other Distribution Sub-Trusts, and the Reverse Payment Trustee may consult with the Advisory Committee in her capacity as Reverse Payment 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 Reverse Payment Trust Agreement, certain actions by the Reverse Payment Trustee are subject to the consent of the Advisory Committee. Except for the duties and obligations expressed in this Reverse Payment 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 Reverse Payment 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 Reverse Payment 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 Reverse Payment 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 Reverse Payment Trust, all or a portion of which shall be payable from the Reverse Payment 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 Reverse Payment Trust, the relevant expenses will be allocated between the Distribution Sub-Trusts by the Reverse Payment Trust and the Distribution Sub-Trustees based on their proportional share of the assets distributable to the Distribution Sub-Trusts.

(i) The Reverse Payment Trustee shall meet with the Advisory Committee not less often than quarterly. The Reverse Payment 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 Reverse Payment Trustee, upon notice from the Advisory Committee, if practicable in view of pending business, shall at the Reverse Payment 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 Reverse Payment Trust.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

**7.1 Confidentiality.** The GUC Trustee, Reverse Payment 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 Reverse Payment Trust Agreement and following either the termination of this Reverse Payment 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 Reverse Payment 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 Reverse Payment 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 each of the Recipient's Professionals for the purpose of rendering advice and guidance to such Recipient, 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 Reverse Payment 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 Reverse Payment Trustee and/or the GUC Trustee shall implement any additional controls the

Reverse Payment 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 Reverse Payment Trustee, the Advisory Committee, and the GUC Trustee have a “common legal interest” relating to the Eligible Reverse Payment Claims, the Reverse Payment Trust, the Plan, the GUC Trust Documents, and the Reverse Payment Trust Agreement, including without limitation, (i) the formation of the Reverse Payment Trust, (ii) the retention and direction of Professionals, (iii) the administration of the Reverse Payment Trust, (iv) making distributions in accordance with this Reverse Payment Trust Agreement, and (v) disputing and resolving any Eligible Reverse Payment Claims in accordance with this Reverse Payment 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 Reverse Payment Trustee, the Advisory Committee and the GUC Trustee to preserve intact to the fullest extent applicable, and not to waive, by virtue of this Reverse Payment 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 Reverse Payment 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 Reverse Payment Trustee may select a date to dissolve the Reverse Payment Trust (the “**Dissolution Date**”) after the occurrence of any of the following events: (i) all assets available to the Reverse Payment Trust from the GUC Trust have been collected and liquidated except for a reasonable winding-up reserve; (ii) all Eligible Reverse Payment Claims duly filed with the Reverse Payment Trust have been liquidated and paid to the extent provided in the Reverse Payment Trust Documents, or have been disallowed, or, if holders of Allowed Eligible Reverse Payment Claims have failed to cooperate with the Reverse Payment Trust to effectuate payment, six (6) months have elapsed since notice to the Eligible Reverse Payment Claimant of the Allowed Claim; and (iii) the GUC Trust has been dissolved. In no event shall the Reverse Payment 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 Reverse Payment Trust shall automatically extend to correspond with the dissolution date of the GUC Trust unless the Reverse Payment Trustee elects otherwise.

(b) On the Dissolution Date (or as soon thereafter as is reasonably practicable), after the wind-up of the Reverse Payment Trust’s affairs by the Reverse Payment Trustee and payment of all the Reverse Payment 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 Reverse Payment Trust estate if of de minimis value such that further pro rata payments to holders of Allowed Eligible Reverse Payment 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 Reverse Payment 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 Reverse Payment Trust, the Reverse Payment Trust shall terminate and the Reverse Payment Trustee and the Delaware Trustee (acting solely at the written direction of the Reverse Payment Trustee) shall execute and cause a Certificate of Cancellation of the Certificate of Trust of the Reverse Payment Trust to be filed in accordance with the Trust Act. Notwithstanding anything to the contrary contained in this Reverse Payment Trust Agreement, the existence of the Reverse Payment Trust as a separate legal entity shall continue until the filing of such Certificate of Cancellation.

**7.5 Amendments.** The Reverse Payment Trustee, subject to the consent of the Advisory Committee, may modify or amend this Reverse Payment Trust Agreement; provided further that no modification or amendment of this Reverse Payment Trust Agreement shall (i) have a material and adverse effect on Eligible Reverse Payment 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 Reverse Payment 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 Reverse Payment Trust Agreement to the contrary, neither this Reverse Payment 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 Reverse Payment Claims to the GUC Trust, the Trust Submission Forms or the Reverse Payment 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 Release 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 be neither required nor permitted to attend meetings relating to the Reverse Payment Trust, including any meetings of the Advisory Committee.

**7.7 Severability.** Should any provision in the Reverse Payment 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 Reverse Payment Trust Agreement.

**7.8 Notices.** Notices to Eligible Reverse Payment 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 Reverse Payment Claimant's claim form submitted to the Reverse Payment Trust with respect to their Eligible Reverse Payment 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 Reverse Payment 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.digiacom@usbank.com](mailto:mark.digiacom@usbank.com)

with a copy to

U.S. Bank Trust National Association  
1011 Centre Road, Suite 203  
Delle Donne Corporate Center  
Wilmington, DE 19805

(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 Reverse Payment Trust Agreement shall be binding upon and inure to the benefit of the Reverse Payment Trust, the Reverse Payment Trustee, and the Post-Emergence Entities, and their respective successors and assigns, except that none of the Post-Emergence Entities, the Reverse Payment Trust, nor the Reverse Payment Trustee may assign or otherwise transfer any of its, or their, rights or obligations, if any, under this Reverse Payment Trust Agreement except, in the case of the Reverse Payment Trust and the Reverse Payment 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 Release 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 Reverse Payment 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 Reverse Payment 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 Reverse Payment Claim as a result of its satisfaction of such Eligible Reverse Payment Claim.

**7.11 Entire Agreement; No Waiver.** The entire agreement of the parties relating to the subject matter of this Reverse Payment Trust Agreement is contained herein and in the documents referred to herein, and this Reverse Payment 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 Reverse Payment Trust Agreement are inserted for convenience only and do not constitute a portion of this Reverse Payment Trust Agreement, nor in any manner affect the construction of the provisions of this Reverse Payment Trust Agreement.

**7.13 Governing Law.** The validity and construction of this Reverse Payment 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 Reverse Payment Trust, the Reverse Payment Trustee, the Delaware Trustee, or this Reverse Payment 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 Reverse Payment Trustee accounts or schedules of Reverse Payment Trustee fees and charges; (b) affirmative requirements to post bonds for Reverse Payment 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 Reverse Payment 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 Reverse Payment Trustees or beneficial owners that are inconsistent with the limitations on liability or authorities and powers of the Reverse Payment Trustee or the Delaware Trustee, set forth or referenced in this Reverse Payment Trust Agreement. Administration of the Reverse Payment 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 Reverse Payment 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. 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 Reverse Payment Trustee determines that the matter in dispute is exigent and cannot await the completion of the ADR Process, the Reverse Payment 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 Reverse Payment Claimant regarding the Allowed Amount of such claimants' Eligible Reverse Payment Claim shall be deducted from the pro rata amount distributable to such Eligible Reverse Payment Claimant.

**7.15 Enforcement and Administration.** The provisions of this Reverse Payment 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 Reverse Payment 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 Reverse Payment Trust.

**7.16 Effectiveness.** This Reverse Payment 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 Reverse Payment 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 Reverse Payment Trust Agreement as a whole and not to any particular section, subsection or clause contained in this Reverse Payment 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 Reverse Payment 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 Reverse Payment 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 Reverse Payment 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 Reverse Payment Trustee

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

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

Name:

Title:

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

By: Heather L. Barlow,

Name: Heather L. Barlow

Title: Trustee

Heather Barlow, as Reverse Payment Trustee

**Exhibit 1**

**Release Form**

**[Provided Separately]**

## **Exhibit 2**

### **Advisory Committee Members**

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