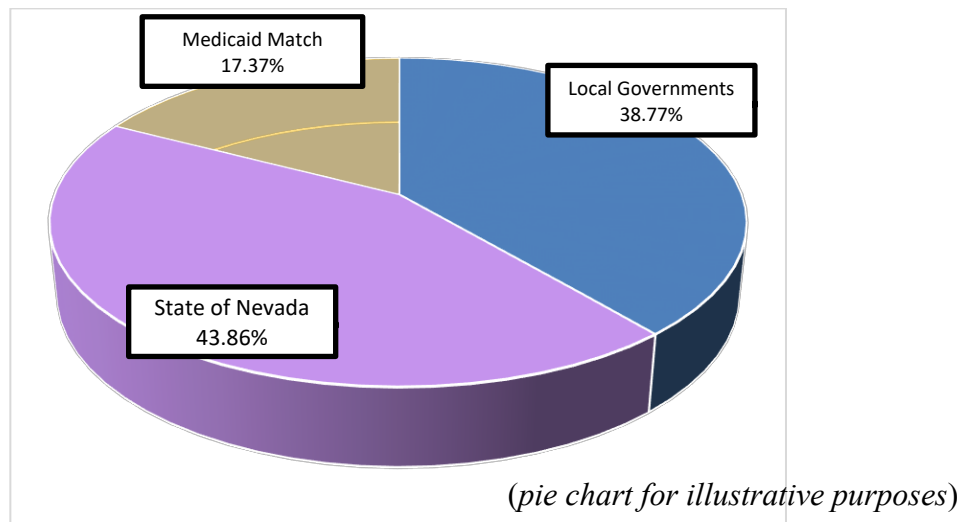


B. Allocation of Recoveries

1. With the exception of up to 8% for administrative costs, or unless otherwise limited by Court Order, all Recoveries must be used for Approved Purposes.
2. Any Recovery, after deduction of Lead Litigator Costs, unless otherwise limited by Court Order, and the Federal Government CMS Medicaid Costs, if and only if applicable, shall be divided into percentages and allocated within these percentages as follows:



- 1) **"State of Nevada Allocation"**: 43.86% to the State of Nevada;
- 2) **"Local Governments Allocation"**: 38.77% to the Local Governments to be allocated by percentage of claims data for the Local Governments as outlined in **Exhibit D**, attached; and
- 3) **"Medicaid Match Allocation"**: 17.37% representing what is referred to as the Medicaid Match which amount shall be allocated among the Counties as follows: **a)** 65% to Clark County, **b)** 14% to Washoe County, and **c)** 21% to the remaining Litigating and Non-Litigating Counties by population, as outlined in **Exhibit E**, attached.

3. Unless otherwise directed by court order, the State of Nevada shall receive and divide and allocate any Recoveries described in Paragraph 2.
4. The State of Nevada and Local Governments shall exercise due diligence to complete a release against any Defendant, if necessary, as a result of a Recovery pursuant to this Agreement.
5. The State of Nevada and Local Governments shall make every reasonable effort to coordinate any related press releases and/or press interaction concerning any settlement or other disposition under this Agreement.
6. The State of Nevada and Local Governments are, after deduction of Lead Litigator Costs unless otherwise limited by Court Order, and the Federal Government CMS Medicaid Costs, if and only if applicable, from any Recovery, each responsible for any remaining costs of that Party's litigation from that Party's share of the Recovery after allocation.
7. The State of Nevada and Local Governments are each responsible, unless otherwise directed by court order, for payment of any attorney fees for the use of their Counsel in maintaining their respective opioid-related litigation from their share of the Recoveries after allocation pursuant to the terms of their respective contingency fee agreements. However, in the event Counsel is eligible to apply for attorney fees or costs from a national fund created by one or more Defendants in connection with a Recovery, Counsel will refund any amount recovered from said national fund proportionate to the amount of attorney fees paid under each respective contingency fee agreement.
8. Additionally, a fee adjustment of 25% shall be deducted from the share of each of the allocation amounts to the Non-Litigating Counties described in Paragraph 2 of

Government Attorneys have had the opportunity to participate in the negotiation of this Agreement.

F. Acknowledgment of Agreement and Binding Authority

This Agreement has been collaboratively drafted to maintain all individual claims and causes of action in each Parties' opioid-related litigations while allowing the State and its Local Governments to cooperate in exploring all possible means of obtaining a Recovery/Recoveries against the Defendants. This Agreement is jointly entered into by the State of Nevada and Local Governments, is approved by the Parties' respective Commissions, Councils, and Boards, and provides binding authority from each Party to the Agreement regarding the resolution through the Negotiating Committee and allocation of any Recovery. However, other than those settlements or other disposition in this Agreement, nothing in this Agreement binds any party to any specific outcome of each Parties' opioid-related litigation.

We, the undersigned, hereby agree to be bound by this Agreement, which shall have an effective date of August 9, 2021.

Executed this _____ day of _____, 2021.

STATE OF NEVADA

By: _____
NEVADA ATTORNEY GENERAL

Dated: _____

Signed and approved by each signatory. Signature on file.

CHURCHILL COUNTY

By: _____
REPRESENTATIVE FOR THE LOCAL GOVERNMENT

Dated: _____

Signed and approved by each signatory. Signature on file.

CLARK COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

DOUGLAS COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

ELKO COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

ESMERALDA COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

EUREKA COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

HUMBOLDT COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

LANDER COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

LINCOLN COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

LYON COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

MINERAL COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

PERSHING COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

STOREY COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

WASHOE COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

WHITE PINE COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

BOULDER CITY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

NYE COUNTY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

CARSON CITY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

CITY OF HENDERSON

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

CITY OF LAS VEGAS

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

CITY OF MESQUITE

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

CITY OF NORTH LAS VEGAS

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

CITY OF RENO

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

CITY OF WEST WENDOVER

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

CITY OF FERNLEY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

CITY OF ELY

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

CITY OF SPARKS

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

NORTHERN LYON COUNTY FIRE
PROTECTION DISTRICT

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

CENTRAL LYON COUNTY FIRE
PROTECTION DISTRICT

By: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

Dated: _____

Signed and approved by
each signatory. Signature
on file.

EXHIBIT A

LOCAL GOVERNMENT	COURT	CASE NO.
Carson City	1 st Judicial District Court	20TRT00471B
Clark County	8 th Judicial District Court	A-17-765828-C <i>Transferred to MDL</i>
Churchill County	10 th Judicial District Court	20-10DC-0805
Douglas County	9 th Judicial District Court	2020CV00139
Elko County		
Esmeralda County	5 th Judicial District Court	CV20-5117
Eureka County		
Humboldt County	6 th Judicial District Court	CV0022306
Lander County		
Lincoln County	7 th Judicial District Court	CV0702620
Lyon County	3 rd Judicial District Court	20-CV-00795
Nye County	MDL	1:18-op-46238-DAP
Northern Lyon County Fire Protection District	3 rd Judicial District Court	20-CV-00795
Central Lyon County Fire Protection District	3 rd Judicial District Court	20-CV-00795
Mineral County	11 th Judicial District Court	21CV-TT12-2020-0104
Pershing County		
Storey County		
Washoe County	2 nd Judicial District Court	CV20-01142
White Pine County	7 th Judicial District Court	CV-2007076
City of West Wendover	4 th Judicial District Court	DC-CV-20-70

EXHIBIT A

City of Fernley	3 rd Judicial District Court	20-CV-00796
City of Sparks	2 nd Judicial District Court	CV20-01152
City of Ely	7 th Judicial District Court	CV-2007077
City of Las Vegas	8 th Judicial District Court	A-19-800697-B
City of North Las Vegas	8 th Judicial District Court	A-19-800699-B
City of Henderson	8 th Judicial District Court	A-19-800695-B
City of Reno	2 nd Judicial District Court	CV18-01895
City of Mesquite	U.S District Court, District of Nevada	2:19-cv-01058 <i>Transferred to MDL</i>
Boulder City	U.S District Court, District of Nevada	2:19-cv-01057 <i>Transferred to MDL</i>

EXHIBIT B

LITIGATING CITIES AND DISTRICTS	COURT	CASE NO.
City of West Wendover	4 th Judicial District Court	DC-CV-20-70
City of Fernley	3 rd Judicial District Court	20-CV-00796
City of Sparks	2 nd Judicial District Court	CV20-01152
City of Ely	7 th Judicial District Court	CV-2007077
City of Las Vegas	8 th Judicial District Court	A-19-800697-B
City of North Las Vegas	8 th Judicial District Court	A-19-800699-B
City of Henderson	8 th Judicial District Court	A-19-800695-B
City of Reno	2 nd Judicial District Court	CV18-01895
City of Mesquite	U.S District Court, District of Nevada	2:19-cv-01058 <i>Transferred to MDL</i>
Boulder City	U.S District Court, District of Nevada	2:19-cv-01057 <i>Transferred to MDL</i>
Northern Lyon County Fire Protection District	3 rd Judicial District Court	20-CV-00795
Central Lyon County Fire Protection District	3 rd Judicial District Court	20-CV-00795

EXHIBIT C

DEFENDANTS
A&H KATSCHKE LTD dba MEADOW VALLEY PHARMACY
ACTAVIS INC f/k/a WATSON PHARMACEUTICALS INC
ACTAVIS PHARMA, INC. f/k/a WATSON PHARMA, INC
ACTAVIS PHARMA, INC.
ACTAVIS, LLC
ADAM KATSCHKE
AIDA B MAXAM
ALEC BURLAKOFF
ALEJANDRO JIMINEZ INCERA
ALLERGAN FINANCE, LLC (fka ACTAVIS, INC. fka WATSON PHARMACEUTICALS, INC.)
ALLERGAN INC
ALLERGAN PLC f/k/a ACTAVIS PLC
ALLERGAN USA INC
AMERICAN DRUG STORES
AMERISOURCEBERGEN DRUG CORPORATION
ANDA PHARMACEUTICALS, INC.
ANDA, INC
BAILY STORES LLC dba PROFESSIONAL PHARMACY
BEACON COMPANY
BEVERLY SACKLER
BOB TUCKER, INC. dba BOB TUCKER'S UNITED DRUG
C&R PHARMACY d/b/a KEN'S PHARMACY f/k/a LAM'S PHARMACY
CARDINAL HEALTH 105, INC.
CARDINAL HEALTH 108 LLC D/B/A METRO MEDICAL SUPPLY
CARDINAL HEALTH 108, LLC
CARDINAL HEALTH 110, LLC
CARDINAL HEALTH 200, LLC
CARDINAL HEALTH 414, LLC
CARDINAL HEALTH 6 INC
CARDINAL HEALTH INC.
CARDINAL HEALTH PHARMACY SERVICES, LLC
CARDINAL HEALTH TECHNOLOGIES
CARDIOLOGY PC
CEPHALON, INC.
CVS HEALTH CORP.
CVS INDIANA
CVS PHARMACY, INC.

EXHIBIT C

CVS RX SERVICES INC
CVS TN DISTRIBUTION LLC
DAVID A. SACKLER
DEPOMED, INC
DEREK BRADDIX, APRN
DEVENDRA I. PATEL
DEVENDRA I. PATEL
ECONOMY DRUG
ECONOMY DRUG INC
ENDO HEALTH SOLUTIONS INC.
ENDO INTERNATIONAL PLC
ENDO PHARMACEUTICALS, INC.
GARY C RIDENOUR A PROFESSIONAL CORPORATION dba HIGH DESERT CLINIC
GARY C RIDENOUR dba HIGH DESERT CLINIC
GARY C. RIDENOUR MD
HOLPER OUT-PATIENTS MEDICAL CENTER, LTD
HORACE PAUL GUERRA IV
ILENE SACKLER LEFCOURT
INCERA LLC
INCERA-IUVENTUS MEDICAL GROUP PC
INSYS THERAPEUTICS, INC.
JANSSEN PHARMACEUTICA INC. n/k/a JANSSEN PHARMACEUTICALS, INC.
JANSSEN PHARMACEUTICALS, INC.
JOHN KAPOOR
JOHNSON & JOHNSON
JOLLY'S DRUG STORE LLC dba JOLLY'S DRUG STORE
JONATHAN D. SACKLER
JOSEPH A ROWAN
KATHE A. SACKLER
KROGER LIMITED PARTNERSHIP II D/B/A PEYTON'S NORTHERN
LONGS DRUG STORE CALIFORNIA LLC
MALLINCKRODT BRAND PHARMACEUTICALS INC
MALLINCKRODT LLC
MALLINCKRODT PLC
MALLINCKRODT US HOLDINGS, INC.
MASTERS PHARMACEUTICAL, LLC. f/k/a MASTERS PHARMACEUTICAL INC
MCKESSON CORPORATION
MICHAEL BABICH

EXHIBIT C

MORTIMER D.A. SACKLER
NORAMCO, INC.
OMNICARE DISTRIBUTION CENTER LLC
ORTHOMCNEIL-JANSSEN PHARMACEUTICALS, INC. n/k/a JANSSEN PHARMACEUTICALS, INC
P.F. LABORATORIES, INC.
PAR PHARMACEUTICAL COMPANIES.
PAR PHARMACEUTICAL, INC.
PATEL NORTH EASTERN NEVADA
PATEL NORTHEASTERN NEVADA CARDIOLOGY PC
PLP ASSOCIATES HOLDINGS L.P.
PURDUE HOLDINGS, L.P.
PURDUE PHARMA L.P.
PURDUE PHARMA, INC.
PURDUE PHARMACEUTICALS LP
RAND FAMILY CARE LLC
REX DRUG CO. dba REX DRUG
RICHARD M SIMON
RICHARD S. SACKLER
RITE AID CORPORATION
RITE AID OF MARYLAND, INC. D/B/A RITE AID MID-ATLANTIC CUSTOMER SUPPORT CENTER, INC.
ROBERT D. HARVEY
ROBERT GENE RAND
ROSEBAY MEDICAL COMPANY L.P.
SAFEWAY INC. dba SAFEWAY PHARMACY #2255
SCOLARI'S FOOD & DRUG COMPANY aka SCOLARI'S PHARMACY #23
SCOLARI'S WAREHOUSE MARKETS, INC.
SHOUPING LI
SMITH'S FOOD & DRUG CENTERS, INC. D/B/A PEYTON'S PHOENIX
SPECGX LLC
STEVEN A HOLPER MD PROFESSIONAL CORPORATION;
STEVEN A. HOLPER
SUNRISE LEE
TEVA PHARMACEUTICAL INDUSTRIES, LTD.
TEVA PHARMACEUTICALS USA.
THE KROGER CO
THE PILL BOX LLC dba THE PILL BOX

EXHIBIT C

THE PURDUE FREDERICK COMPANY, INC. d/b/a THE PURDUE FREDERICK COMPANY INC.
THE PURDUE FREDERICK COMPANY, INC.
THERESA SACKLER
THRIFTY PAYLESS, INC
WALGREEN CO.
WALGREEN EASTERN CO., INC
WALGREENS BOOTS ALLIANCE, INC.;
WALMART INC.
WATSON LABORATORIES, INC.
WATSON PHARMACEUTICALS, INC. n/k/a ACTAVIS, INC.

EXHIBIT D

LOCAL GOVERNMENTS ALLOCATION (38.77%)	
Government Entity	Percentage
CARSON CITY	1.075935%
CHURCHILL COUNTY	0.326145%
CLARK COUNTY	66.975937%
DOUGLAS COUNTY	1.045568%
ELKO COUNTY	0.637853%
ESMERALDA COUNTY	0.047413%
EUREKA COUNTY	0.143721%
HUMBOLDT COUNTY	1.000680%
LANDER COUNTY	0.548128%
LINCOLN COUNTY	0.198633%
LYON COUNTY	0.685710%
MINERAL COUNTY	0.734928%
NYE COUNTY	1.026687%
PERSHING COUNTY	0.514733%
STOREY COUNTY	0.130572%
WASHOE COUNTY	6.841995%
WHITE PINE COUNTY	1.235851%
BOULDER CITY	0.214114%
ELY CITY	0.009582%
FERNLEY CITY	0.020925%
HENDERSON CITY	3.333451%
LAS VEGAS CITY	6.835696%
MESQUITE CITY	0.212146%
NORTH LAS VEGAS CITY	3.512749%
RENO CITY	1.963939%
SPARKS CITY	0.615879%
WEST WENDOVER CITY	0.081671%
CENTRAL LYON FIRE PROTECTION DISTRICT	0.021854%
NORTH LYON FIRE PROTECTION DISTRICT	0.007505%

EXHIBIT E

MEDICAID MATCH ALLOCATION (17.37%) (65:14:21 - Population)	
Government Entity	Percentage
CARSON CITY	3.434222%
CHURCHILL COUNTY	1.529849%
CLARK COUNTY	65%
DOUGLAS COUNTY	3.003624%
ELKO COUNTY	3.241494%
ESMERALDA COUNTY	0.053617%
EUREKA COUNTY	0.124616%
HUMBOLDT COUNTY	1.033718%
LANDER COUNTY	0.339762%
LINCOLN COUNTY	0.318327%
LYON COUNTY	3.532121%
MINERAL COUNTY	0.276686%
NYE COUNTY	2.857327%
PERSHING COUNTY	0.413033%
STOREY COUNTY	0.253224%
WASHOE COUNTY	14%
WHITE PINE COUNTY	0.588380%

EXHIBIT F

LITIGATING COUNTIES ALLOCATION	
Government Entity	Percentage
CARSON CITY	1.325117%
CHURCHILL COUNTY	0.401679%
CLARK COUNTY	82.487271%
DOUGLAS COUNTY	1.287717%
ESMERALDA COUNTY	0.058394%
HUMBOLDT COUNTY	1.232434%
LINCOLN COUNTY	0.244635%
LYON COUNTY	0.844517%
MINERAL COUNTY	0.905134%
NYE COUNTY	1.264463%
WASHOE COUNTY	8.426571%
WHITE PINE COUNTY	1.522068%