TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street Suite 500 Telephone: 989-672-3700

Fax: 989-672-4011

Caro, MI 48723

At a regular meeting of the Board of Commissioners of the County of Tuscola, State of Michigan, held on September 11, 2025, with the meeting called to order at 8:00 a.m.

PRESENT John Goodchild, Thomas Bardwell, Kim Vaughan, Buil hay- Matt Koch

ABSENT:

The following resolution was offered by Compussion

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seconded by Commissioner

RESOLUTION 2025-10

Resolution Authorizing Entry of Participation Agreements in Partial Settlement of the National Prescription Opiate Litigation and Entry of State Local Government Intrastate Agreement Concerning Allocation of Settlement Proceeds

WHEREAS, Tuscola County filed a lawsuit to address the public nuisance that is the Opioid Epidemic; *AND WHEREAS*, the following entities:

- 1. Alvogen Inc.
- 2. Amneal Pharmaceuticals, Inc.
- 3. Apotex Inc.
- 4. Hikma Pharmaceuticals USA, Inc.
- 5. Indivior Inc.
- 6. Mylan Pharmaceuticals Inc.
- 7. Sun Pharmaceutical Industries, Inc. and
- 8. Zydus Pharmaceuticals, Inc.

("Settling Defendants") have negotiated proposed national settlement agreements ("Proposed Settlements") with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to Tuscola County's lawsuit;

AND WHEREAS, the Proposed Settlements contain significant equitable and monetary relief, including:

- 1. An agreement to pay (a) \$18,680,162 in a single year by Alvogen Inc.; (b) \$71,751,010 over ten years by Amneal Pharmaceuticals, Inc.; (c) \$63,682,369 in a single year by Apotex Inc.; (d) \$95,818,293 over one to four years by Hikma Pharmaceuticals USA, Inc.; (e) \$38,022,450 over four years by Indivior Inc.; (f) \$284,447,916 over nine years by Mylan Pharmaceuticals Inc.; (g) \$30,992,087 over one to four years by Sun Pharmaceutical Industries, Inc.; and (h) \$14,859,220 in a single year by Zydus Pharmaceuticals, Inc. The bulk of each of these payments will be dedicated to funding abatement and prevention strategies associated with the opioids public nuisance;
- 2. In addition to these abatement payments, several of the settlements allow states to receive free pharmaceutical products or cash in lieu of this product.
- 3. Additionally, seven of the companies (not including Indivior) are prohibited from promoting or marketing opioids and opioid products, making or selling any product that contains more than 40 mg of oxycodone per pill, and are required to put in place a monitoring and reporting system for suspicious orders.
- 4. Indivior has agreed to not manufacture or sell opioid products for the next 10 years, but it will be able to continue marketing and selling medications to treat opioid use disorder.

AND WHEREAS, Tuscola County previously executed Participation Agreements for the Distributor and Janssen Settlements, as well as the Teva, Allergan, CVS, Walmart, and Walgreens Settlements, which have conferred and continue to confer valuable benefits;

AND WHEREAS, Tuscola County desires to enter into an allocation method which allocates settlement funds from the Settling Defendants on a 50/50 basis to:

- 1. Local Governments who have elected to participate in the settlements with the Settling Defendants; and
- 2. The State of Michigan.

NOW THEREFORE, Tuscola County authorizes the execution of Participation Agreements for the Master Settlement Agreements with: (1) Alvogen Inc.; (2) Amneal Pharmaceuticals, Inc.; (3) Apotex Inc.; (4) Hikma Pharmaceuticals USA, Inc.; (5) Indivior Inc.; (6) Mylan Pharmaceuticals Inc.; (7) Sun Pharmaceutical Industries, Inc.; and (8) Zydus Pharmaceuticals, Inc., each of which are listed and available to the public at https://nationalopioidsettlement.com/additional-settlements/. Specimen copies of the material terms of the participation agreements are attached in one combined PDF as Exhibit A to this resolution.

Tuscola County also authorizes the execution of a new Michigan State-Subdivision Agreement for Allocation of Opioid Settlement Agreements substantially similar to the proposed agreement attached as Exhibit B to this resolution.

ADOPTED: Yeas: Moodchild, Bardwel, Statz, Koch, Vauglon

Nays: wore

Absent: Kim Vaughan, Chairperson
Tuscola County Board of Commissioners

STATE OF MICHIGAN
)
SS
COUNTY OF TUSCOLA)

I, the undersigned, the duly qualified and acting County Clerk of the County of Tuscola, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by a majority vote of the members elect of the Tuscola County Board of Commissioners at a regular meeting of said Board of Commissioners held on September 11, 2025 the original of which is on file in my office.

I further certify that notice of the meeting was given in accordance with the Open Meetings Act.

Jodi Fetting

County Clerk, MCCO County of Tuscola

Subdivision Participation and Release Form

| Governmental Entity: Tuscola County | State: Michigan |
|--|-----------------|
| Authorized Signatory: Kim Vaughan, Chairperson | |
| Address 1: 125 W. Lincoln Street | |
| Address 2: | |
| City, State, Zip: Caro, Michigan 48723 | |
| Phone: 989-672-3700 | |
| Email: kvaughan@tuscolacounty.org | |

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("Alvogen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Alvogen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Alvogen Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Alvogen Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.
- 3. The Governmental Entity agrees to the terms of the Alvogen Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Alvogen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Alvogen Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Alvogen Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Alvogen Settlement.

- 7. The Governmental Entity has the right to enforce the Alvogen Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Alvogen Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Alvogen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Alvogen Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Alvogen Settlement.
- 10. In connection with the releases provided for in the Alvogen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

materially affect the Governmental Entities' decision to participate in the Alvogen Settlement.

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

| I have all necessary power and on behalf of the Governmental Entity. | | execute this Participation and Release Form |
|--|------------|---|
| | Signature: | 1 |
| | Name: | Kim Vaughan |
| | Title: | Chairperson |
| | Date: | September 11, 2025 |

Subdivision Participation and Release Form

| Governmental Entity: Tuscola County | State: Michigan |
|--|-----------------|
| Authorized Signatory: Kim Vaughan, Chairperson | |
| Address 1: 125 W. Lincoln Street | |
| Address 2: | |
| City, State, Zip: Caro, Michigan 48723 | |
| Phone: 989-672-3700 | |
| Email: kvaughan@tuscolacounty.org | |

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("Amneal Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Amneal Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Amneal Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Amneal Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.
- 3. The Governmental Entity agrees to the terms of the Amneal Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Amneal Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Amneal Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Amneal Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Amneal Settlement.

- 7. The Governmental Entity has the right to enforce the Amneal Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Amneal Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Amneal Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Amneal Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Amneal Settlement.
- 10. In connection with the releases provided for in the Amneal Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

materially affect the Governmental Entities' decision to participate in the Amneal Settlement.

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

| | to execute this Participation and Release Form |
|------------|--|
| Signature: | |
| Name: | ′ Kim Vaughan |
| Title: | Chairperson |
| Date: | September 11, 2025 |
| | Entity. Signature: Name: |

Subdivision Participation and Release Form

| Governmental Entity: Tuscola County | State: Michigan |
|--|-----------------|
| Authorized Signatory: Kim Vaughan, Chairperson | |
| Address 1: 125 W. Lincoln Street | |
| Address 2: | |
| City, State, Zip: Caro, Michigan 48723 | |
| Phone: 989-672-3700 | |
| Email: kvaughan@tuscolacounty.org | |

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("Apotex Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Apotex Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Apotex Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Apotex Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.
- 3. The Governmental Entity agrees to the terms of the Apotex Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Apotex Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Apotex Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Apotex Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Apotex Settlement.

- 7. The Governmental Entity has the right to enforce the Apotex Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Apotex Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Apotex Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Apotex Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Apotex Settlement.
- 10. In connection with the releases provided for in the Apotex Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

| I have all necessary power a on behalf of the Governmental Enti | | to execute this Participation and Release Form |
|---|------------|--|
| | Signature: | |
| | Name: | Kim Vaughan |
| | Title: | Chairperson |
| | Date: | September 11, 2025 |

Subdivision Participation and Release Form

| Governmental Entity: Tuscola County | State: Michigan |
|--|-----------------|
| Authorized Signatory: Kim Vaughan, Chairperson | |
| Address 1: 125 W. Lincoln Street | |
| Address 2: | |
| City, State, Zip: Caro, Michigan 48723 | |
| Phone: 989-672-3700 | |
| Email: kvaughan@tuscolacounty.org | |

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("Hikma Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Hikma Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Hikma Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Hikma Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.
- 3. The Governmental Entity agrees to the terms of the Hikma Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Hikma Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Hikma Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Hikma Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Hikma Settlement.

- 7. The Governmental Entity has the right to enforce the Hikma Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Hikma Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Hikma Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Hikma Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Hikma Settlement.
- 10. In connection with the releases provided for in the Hikma Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature:

Name:

Chairperson

September 11, 2025

Date:

Subdivision Participation and Release Form

| Governmental Entity: Tuscola County | State: Michigan |
|--|-----------------|
| Authorized Signatory: Kim Vaughan, Chairperson | |
| Address 1: 125 W. Lincoln Street | |
| Address 2: | |
| City, State, Zip: Caro, Michigan 48723 | |
| Phone: 989-672-3700 | |
| Email: kvaughan@tuscolacounty.org | |

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("Indivior Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Indivior Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Indivior Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Indivior Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.
- 3. The Governmental Entity agrees to the terms of the Indivior Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Indivior Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Indivior Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Indivior Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Indivior Settlement.

- 7. The Governmental Entity has the right to enforce the Indivior Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Indivior Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Indivior Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Indivior Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Indivior Settlement.
- 10. In connection with the releases provided for in the Indivior Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

materially affect the Governmental Entities' decision to participate in the Indivior Settlement.

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

| I have all necessary power and on behalf of the Governmental Entity. | | n to execute this Participation and Release Form |
|--|------------|--|
| | Signature: | Hy |
| | Name: | Kim/Vaughan |
| | Title: | Chairperson |
| | Date: | September 11, 2025 |

Subdivision Participation and Release Form

| Governmental Entity: Tuscola County | State: Michigan |
|--|-----------------|
| Authorized Signatory: Kim Vaughan, Chairperson | |
| Address 1: 125 W. Lincoln Street | |
| Address 2: | |
| City, State, Zip: Caro, Michigan 48723 | |
| Phone: 989-672-3700 | |
| Email: kvaughan@tuscolacounty.org | |

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("Mylan Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Mylan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Mylan Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Mylan Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.
- 3. The Governmental Entity agrees to the terms of the Mylan Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Mylan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Mylan Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Mylan Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Mylan Settlement.

- 7. The Governmental Entity has the right to enforce the Mylan Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Mylan Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Mylan Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Mylan Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Mylan Settlement.
- 10. In connection with the releases provided for in the Mylan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

| I have all necessary power and on behalf of the Governmental Entity. | | n to execute this Participation and Release Form |
|--|------------|--|
| | Signature: | |
| | Name: | Kim Vaughan |
| | Title: | Chairperson |
| | Date: | September 11, 2025 |

Subdivision Participation and Release Form

| Governmental Entity: Tuscola County | State: Michigan |
|---|-----------------|
| Authorized Official: Kim Vaughan, Chairperson | |
| Address 1: 125 W. Lincoln Street | |
| Address 2: | |
| City, State, Zip: Caro, Michigan 48723 | |
| Phone: 989-672-3700 | |
| Email: kvaughan@tuscolacounty.org | |

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("Sun Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Sun Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Sun Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Sun Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.
- 3. The Governmental Entity agrees to the terms of the Sun Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Sun Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Sun Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Sun Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Sun Settlement.

- 7. The Governmental Entity has the right to enforce the Sun Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sun Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sun Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Sun Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Sun Settlement.
- 10. In connection with the releases provided for in the Sun Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

| I have all necessary power on behalf of the Governmental E | | n to execute this Participation and Release Form |
|--|------------|--|
| | Signature: | |
| | Name: | Kim Vaughan |
| | Title: | Chairperson |
| | Date: | September 11, 2025 |

Subdivision Participation and Release Form

| Governmental Entity: Tuscola County | State: Michigan |
|---|-----------------|
| Authorized Official: Kim Vaughan, Chairperson | |
| Address 1: 125 W. Lincoln Street | |
| Address 2: | |
| City, State, Zip: Caro, Michigan 48723 | |
| Phone: 989-672-3700 | |
| Email: kvaughan@tuscolacounty.org | |

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated [date] ("Zydus Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Zydus Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Zydus Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Zydus Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.
- 3. The Governmental Entity agrees to the terms of the Zydus Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Zydus Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Zydus Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Zydus Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Zydus Settlement.

- 7. The Governmental Entity has the right to enforce the Zydus Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Zydus Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Zydus Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Zydus Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Zydus Settlement.
- 10. In connection with the releases provided for in the Zydus Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

| I have all necessary power and on behalf of the Governmental Entity. | | to execute this Participation and Release Form |
|--|------------|--|
| | Signature: | |
| | Name: | kim Vaughan |
| | Title: | Chairperson |
| | Date: | September 11, 2025 |

MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF OPIOID SETTLEMENT AGREEMENTS

The People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry. The conduct of such Pharmaceutical Entities has caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic.

The State, through its Attorney General, and Litigating Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold the Pharmaceutical Entities accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance by seeking compensation for past damages and imposing the equitable remedy of nuisance abatement. The State and Litigating Local Governments litigated their claims in their proprietary, sovereign, and quasi-sovereign capacities.

To allocate monetary payments received from these Pharmaceutical Entities, the State and Litigating Local Governments agree to the following State-Subdivision Agreement. For clarity, this Agreement restates, combines, and amends all prior State-Subdivision Agreements and provides greater detail on reporting of opioid remediation expenditures.

I. Definitions

As used in this Agreement

- A. "Administrative Fund" is 0.3% of the Local Government Share.
- B. "Actual Attorney Fees" are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government's Actual Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- C. "Actual Total Recovery" is the aggregated monetary recovery that a Litigating Local Government receives, based on that Litigating Local Government's Final Allocation Percentage and aggregate Local Government Share less the aggregate amounts for the Administrative Fund, Special Circumstance Fund plus the aggregate amount paid by the Litigating Local Government Attorney Fee Fund. For the avoidance of doubt, this may be expressed mathematically as Actual Total Recovery = Final Allocation Percentage x (Local Government

- Share aggregate Administrative Fund –aggregate Special Circumstance Fund + aggregate paid by LLGAFF).
- D. "Agreement" is this State-Subdivision Agreement.
- E. "De minimis-share Local Government" is a Participating Local Government whose Final Allocation Percentage is less than the percentage defined below:
 - 1. For the Distributor and Janssen National Opioid Settlements, less than 0.0023%.
 - 2. For the Allergan, Teva, CVS, Purdue/Sackler, Walmart, and Walgreens National Opioid Settlements, less than 0.0083%.
 - 3. For the Kroger Settlement and Generic Manufacturer National Opioid Settlements, less than 0.0011%.
- F. "Final Allocation Percentage" is a Participating Local Government's Allocation Percentage as modified by the Litigation Adjustment.

 Attached as Exhibit A is the Final Allocation Percentage for each Local Government for each Settlement.
- G. "Litigating Local Government Attorneys" are the law firms who were retained by the Litigating Local Governments.
- H. "Litigating Local Government Attorney Fee Fund" ("LLGAFF") is an adjustable percentage of the Local Government Share set aside for Projected Attorney Fee installment payments.
- I. "Litigating Local Governments" are the entities indicated as litigating in Exhibit C of this Agreement.
- J. "Litigation Adjustment" is an adjustment applied to the Preliminary Allocation Percentage.
- K. "Local Government Share" is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this State-Subdivision Agreement.
- L. "Local Governments" are the entities located within the geographic boundaries of the State of Michigan and identified in the Exhibits that identify the litigating and eligible Local Governments in each of the Settlements.

- M. "National Contingency Fee Fund" are the individual Contingency Fee Funds established in the Settlements to compensate Litigating Local Government Attorneys.
- N. "National Fund Administrator" is the Settlement Fund Administrator as defined by the Settlements.
- O. "Neutral Special Master" is an independent mediator selected by the State.
- P. "Opioid Remediation" is the term as defined by the Settlements.
- Q. "Participating Local Governments" are the Local Governments who have signed a Participation Agreement for an individual Settlement.
- R. "Parties" are the State and the Litigating Local Governments. The singular word "Party" shall mean either the State or Litigating Local Governments.
- S. "Pharmaceutical Entities" are the "Released Entities" as defined by each individual Settlement.
- T. "Preliminary Allocation Percentage" is the percentage listed for a Local Government in Exhibit B of this agreement.
- U. "Projected Attorney Fees" are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for each individual Settlement and associated litigation, based on a Litigating Local Government's Projected Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- V. "Projected Total Recovery" is the aggregated monetary recovery that an individual Litigating Local Government is projected to receive based on that Litigating Local Government's Final Allocation Percentage and aggregate Local Government Share less the aggregate amounts for the Administrative Fund and Special Circumstance Fund. For the avoidance of doubt, this may be expressed mathematically as Projected Total Recovery = Final Allocation Percentage x (Local Government Share aggregate Administrative Fund aggregate Special Circumstance Fund).
- W. "Reporting Local Governments" are the Local Governments identified in Exhibit D of this Agreement.
- X. "Settlements" are the following individual national opioid settlements:

- 1. Allergan National Opioid Settlement,
- 2. CVS National Opioid Settlement,
- 3. Distributors National Opioid Settlement,
- 4. Janssen National Opioid Settlement
- 5. Kroger National Opioid Settlement,
- 6. Purdue/Sackler National Opioid Settlement
- 7. Generic Manufacturer National Opioid Settlements, which includes:
 - a. Alvogen National Opioid Settlement
 - b. Amneal National Opioid Settlement
 - c. Apotex National Opioid Settlement
 - d. Hikma National Opioid Settlement
 - e. Indivior National Opioid Settlement
 - f. Mylan National Opioid Settlement
 - g. Sun Pharmaceutical National Opioid Settlement
 - h. Zydus National Opioid Settlement
- 8. Teva National Opioid Settlement,
- 9. Walgreens National Opioid Settlement
- 10. Walmart National Opioid Settlement
- Y. "Settlement Payments" are scheduled monetary payments received through the Settlements.

- Z. "Special Circumstance Fund" is 5% of the Local Government Share for each applicable Settlement.
- AA. "State" is the State of Michigan acting through its Attorney General or designees.
- BB. "State Share" is the portion of the Settlement Payments payable to the State pursuant to this State-Subdivision Agreement.

II. Terms

- 1. <u>Participation in Settlements</u>: The Parties agree that to participate in the Settlements, Local Governments must execute a Participation Agreement.
- 2. Opioid Remediation: All Settlement Payments shall be utilized by Participating Local Governments and the State for Opioid Remediation, except as otherwise allowed by the Settlements. A minimum of 70% of Settlement Payments must be used solely for future Opioid Remediation.
- 3. <u>Distribution</u>:

Settlement Payments are allocated as follows:

- 50% of Settlement Payments to the Local Government Share
- 50% of Settlement Payments to the State Share
- 4. <u>Local Government Share Offset</u>: Prior to Participating Local Governments receiving their Final Allocation Percentage of the Local Government Share, amounts will be deducted for the following funds:

For the Allergan, CVS, Distributor, Janssen, Purdue/Sackler, Generic Manufacturer, Teva, Walgreens, and Walmart National Opioid Settlements:

- Administrative Fund
- Litigating Local Government Attorney Fee Fund
- Special Circumstance Fund

For the Kroger National Opioid Settlement:

Litigating Local Government Attorney Fee Fund

5. <u>Litigation Adjustment</u>: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. Exhibit C of this Agreement provides a list of Litigating Local Governments and the year in which they filed suit. In recognition of their commitment and contribution, the Litigating Local Governments are entitled to a Litigation Adjustment of an additional percentage of their Preliminary Allocation Percentage, as follows:

For the Distributor and Janssen National Opioid Settlements:

- 16% Litigation Adjustment for Litigating Local Governments that served as a bellwether or filed suit in 2017
- 12% Litigation Adjustment for Litigating Local Governments that filed suit in 2018
- 8% Litigation Adjustment for Litigating Local Governments that filed suit in 2019

For the Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart National Opioid Settlements:

• 12% Litigation Adjustment

For the Kroger and Generic Manufacturer National Opioid Settlements:

- 10% Litigation Adjustment
- 6. Accelerated Participation Payments: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the Projected Total Recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.
- 7. Non-Participant Reallocation: If a non-county Local Government does not participate in the Settlement, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.

8. <u>Litigation Costs</u>: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.

9. Attorney Fees:

- a. Attorney fee payments may be paid from the LLGAFF, but only in years where Settlement Payments to the Local Government Share are greater than \$0.00.
- b. To the extent that the LLGAF is drawn upon for paying a portion of a Litigating Local Government's attorney fees for any individual Settlement, Projected Attorney Fees for that Settlement shall be calculated as 15% of an individual Litigating Local Government's Projected Total Recovery.
- c. Projected Attorney Fees shall be paid by installments intended to minimize the amount of variability in payments to local governments. In no event shall the number of installments exceed (i) the first seven Settlement Payments; or (ii) the total number of Settlement Payments.
- Litigating Local Government Attorneys must apply to the d. respective National Contingency Fee Fund for each Settlement and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to a National Attorney Contingency Fee Fund and that National Attorney Contingency Fee Fund does not pay the full Projected Attorney Fee installment payment, the LLGAFF shall pay the deficiency for that installment. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency. A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the respective national settlement agreement applicable to such payments that restrict the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.
- e. In instances where the LLGAF is drawn upon to pay a deficiency as set forth in paragraph 9.c, the sum of all deficiency payments for that respective settlement shall be no more than:

For the Allergan, CVS, Distributor, Janssen, Purdue/Sackler, Teva, Walgreens, and Walmart National Opioid Settlements:

 15% of the Litigating Local Government's Projected Total Recovery

For the Kroger and Generic Manufacturer National Opioid Settlements:

- 5% of the Litigating Local Government's Projected Total Recovery
- f. In instances where the LLGAF is drawn upon to pay a deficiency as set forth in paragraph 9.c, Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery. In instances where the LLGAF is not drawn upon to pay a portion of contingent attorney fees, such fees shall be paid from the National Contingency Fee Fund as set forth under that Settlement with whatever restrictions are applicable to that Settlement.
- g. In instances where the LLGAF is drawn upon to pay a portion of attorney fees, if a Litigating Local Government's Actual Total Recovery is less than the Projected Total Recovery, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery.
- h. In instances where the LLGAF is drawn upon to pay a portion of attorney fees, the Parties shall endeavor to reconcile any timing discrepancies between fee payments from the National Contingency Fee Fund and the LLGAFF to assure payment of a 15% Attorney Fee.

10. Special Circumstance Fund:

a. An application to receive additional funding for any local impact of the opioid epidemic that is not captured by a Local Government's Allocation Percentage may be submitted to the Neutral Special Master for consideration. The Neutral Special Master will decide the additional funding to be paid, if any, to all applicants on an application-by-application basis. The allocation decisions of the Neutral Special Master shall be final and not appealable. An application to the Special Circumstance

- Fund may not be made with the express purpose of offsetting the Litigation Adjustment.
- b. Any additional funding allocated under this paragraph shall only be paid from the Special Circumstance Fund.
- c. The Neutral Special Master shall be paid solely from the Administrative Fund.
- d. The deadline for initial applications to the Allergan, CVS, Distributors, Janssen, Teva, Walgreens, and Walmart Special Circumstance Fund occurred on November 10, 2023. Applications were reviewed and an allocation determination was made by the Neutral Special Master. These Special Circumstance Fund allocation determinations expire after 2030.
- e. An application period for the Purdue/Sackler and Generic Manufacturer Special Circumstance Fund shall be available in 2026 or 2027. The specific application deadline shall be determined by the Michigan Department of Attorney General. Notice of the deadline shall be provided to all Participating Local Government at least two months prior to the deadline.
- f. An additional application for all Settlements where the Special Circumstance Fund offset is applicable shall be available in 2030. Any allocation decision shall apply to Special Circumstance Funds withheld in 2031 and shall continue to apply to Special Circumstance Funds withheld from the remaining Settlement Payments for each Settlement. The specific application deadline shall be determined by the Michigan Department of Attorney General. Notice of the deadline shall be provided to all Participating Local Government at least two months prior to the deadline.
- g. Attorney fees may be assessed on a Special Circumstance Fund allocation. To the extent that an attorney asserts a contingency fee interest upon a Special Circumstance fund allocation, that fee interest shall be capped at 15% of the fund allocation. Payment of attorney fees for a Special Circumstance fund allocation are the responsibility of the Participating Local Subdivision.

- 11. <u>Allocation of Remaining Local Government Share</u>: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
- 12. Escrow Agent: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this State-Subdivision Agreement. The Escrow Agent shall be entitled to a reasonable fee for their services, which shall be paid solely from the Administrative Fund. Alternatively, the Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlements.

13. Reversion to Local Government Share:

- a. Any amounts remaining in the Administrative Fund shall remain in such fund until all anticipated administrative costs associated with implementation of this agreement have been paid, after which any remaining funds may revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage applicable to the Settlement from which the money was withheld.
- b. Any portion of the Special Circumstance Fund withheld from each Settlement that is unallocated by the Neutral Special Master shall revert to the Local Government Share for distribution to Participating Local Governments, in accordance with their Final Allocation Percentage applicable to that Settlement.
- c. Any amounts remaining in the LLGAFF after paying the Projected Attorney Fee annual installment payment shall revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage applicable to the Settlement from which the money was withheld. Any amount reverted to the Local Government Share shall be distributed no later than the next Settlement Payment.

14. <u>Use and Reporting of Settlement Fund Expenditures for Opioid</u> Remediation:

To provide greater certainty in what proposed uses of Settlement Funds qualify as Opioid Remediation, and to provide greater coordination and transparency of the uses of such funds, the Parties agree as follows:

- a. At the request of a Participating Local Government, or on its own accord, the Michigan Department of Attorney General may issue generalized guidance about the Settlements, this Agreement, or whether proposed expenditures of Settlement Payments qualify as Opioid Remediation. Issuance of generalized guidance is solely within the discretion of the Michigan Department of Attorney General.
- b. Starting with Fiscal Year 2026, the State, and Reporting Local Governments that receive Settlement Payments under any of the Settlements shall provide documentation sufficient to show the receipt and expenditure of such funds. Such documentation may take one of two forms:
 - i) The State or Reporting Local Government may produce an annual fiscal year report, similar in form to Exhibit F, which states a. how much money they have received from Settlement Payments in the fiscal year, b. how much money from Settlement Payments they have spent or allocated in the fiscal year, and c. a description of where the Settlement Payments were allocated to or what the Settlement Payments were spent on; or
 - ii) As an alternative to production of an annual fiscal year report, the State or Reporting Local Government may produce budgeting and accounting documents that are sufficient to identify the items listed above.

The State and Reporting Local Governments shall provide such documents on an annual basis, at minimum. A report is not necessary if a Reporting Local Government voluntarily assigns 100% of its share to other Participating Local Governments. The State may provide the necessary information via webpage. Reporting Local Governments may provide their report electronically.

c. The State and Participating Local Governments may make requests for additional information about an expenditure or allocation. Requests to the State for additional information shall be directed to the Department of Attorney General.

III. Other Terms and Conditions

- 1. Governing Law and Venue: This agreement will be governed by the laws of the State of Michigan. Any and all litigation arising under the Settlements or this Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate state court in Michigan.
- 2. <u>Modification</u>: This agreement may only be modified by a written amendment between the appropriate Parties. No promises or agreements made after the execution of this agreement shall be binding unless expressly reduced to writing and signed by the Parties.
- 3. <u>Execution in Counterparts</u>: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 4. <u>Assignment</u>: The rights granted in this agreement may not be assigned or transferred by any Party without the prior written approval of the other Party. No Party shall be permitted to delegate its responsibilities or obligations under this agreement without the prior written approval of the other Parties.
- 5. Additional Documents: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this agreement.
- 6. <u>Captions</u>: The captions contained in this agreement are for convenience only and shall in no way define, limit, extend, or describe the scope of this agreement or any part of it.
- 7. Entire Agreement: This agreement, including any attachments, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This agreement supersedes all previous oral or written communications, representations, or agreements on this subject.

- 8. <u>Construction</u>: The Parties mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this agreement, that they have read, know, and understand completely the contents of this Agreement, and that they have voluntarily executed the same. The Parties further mutually acknowledge that they have had input into the drafting of this agreement and that, accordingly, in any construction to be made of this agreement, it shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the agreement and the expressed intent of the Parties.
- 9. <u>Capacity to Execute Agreement</u>: The Parties represent and warrant that the individuals signing this agreement on their behalf are duly authorized and fully competent to do so.
- 10. <u>Effectiveness</u>: This agreement shall become effective on the date on which the last signature necessary to meet the requirements set forth in the Settlements is affixed to this agreement.

Exhibit A - Final Allocation Percentages

| | Distributor and Janssen |
|-----------------------------|-----------------------------|
| Local Government | Final Allocation Percentage |
| Ada Township | 0.0041016955% |
| Adrian City | 0.0318335432% |
| Alcona County | 0.0934630120% |
| Alger County | 0.0879526161% |
| Algoma Township | 0.0016436045% |
| Allegan County | 0.4327148528% |
| Allen Park City | 0.0601942865% |
| Allendale Charter Township | 0.0043561388% |
| Alpena County | 0.3552568075% |
| Alpine Charter Township | 0.0014241321% |
| Ann Arbor City | 0.2594452998% |
| Antrim County | 0.2666726546% |
| Antwerp Township | 0.0007355534% |
| Arenac County | 0.1805504891% |
| Auburn Hills City | 0.0659163711% |
| Bangor Charter Township | 0.0061189832% |
| Baraga County | 0.0830046065% |
| Barry County | 0.2425000193% |
| Bath Charter Township | 0.0301307953% |
| Battle Creek City | 0.1917564588% |
| Bay City | 0.0642866795% |
| Bay County | 1.1889744773% |
| Bedford Township | 0.0231086673% |
| Benton Charter Township | 0.0508131806% |
| Benzie County | 0.1559709002% |
| Berkley City | 0.0201037399% |
| Berrien County | 1.4353012866% |
| Beverly Hills Village | 0.0257660336% |
| Big Rapids City | 0.0137263834% |
| Birmingham City | 0.0577450060% |
| Blackman Charter Township | 0.000000000% |
| Bloomfield Charter Township | 0.1341703863% |
| Branch County | 0.3823020966% |
| Brandon Charter Township | 0.0167167533% |
| Brighton Township | 0.0005670107% |

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen Michigan State-Subdivision Agreement

| | Distributor and Janssen |
|---------------------------------------|-----------------------------|
| Local Government | Final Allocation Percentage |
| Brownstown Charter Township | 0.0579821158% |
| Burton City | 0.0185856758% |
| Byron Township | 0.0080424445% |
| Cadillac City | 0.0555690910% |
| Caledonia Charter Township | 0.0025848973% |
| Calhoun County | 1.7844566727% |
| Cannon Township | 0.0031018767% |
| Canton Charter Township | 0.2635381672% |
| Cascade Charter Township | 0.0113589166% |
| Cass County | 0.4127455392% |
| Charlevoix County | 0.2142858041% |
| Cheboygan County | 0.3054123138% |
| Chesterfield Charter Township | 0.1183364667% |
| Chippewa County | 0.2775927323% |
| Clare County | 0.2624296608% |
| Clawson City | 0.0130752231% |
| Clinton Charter Township | 0.6524317943% |
| Clinton County | 0.5402669012% |
| Coldwater City | 0.0072438662% |
| Commerce Charter Township | 0.0186388163% |
| Comstock Charter Township | 0.0079220184% |
| Cooper Charter Township | 0.0008989520% |
| Crawford County | 0.2886253251% |
| Davison Township | 0.0082901645% |
| Dearborn City | 0.2808727222% |
| Dearborn Heights City | 0.0987568625% |
| Delhi Charter Township | 0.0184418634% |
| Delta Charter Township | 0.0380115648% |
| Delta County | 0.2697502485% |
| Detroit City | 7.3863551292% |
| Detroit Wayne Mental Health Authority | 0.000000000% |
| Dewitt Charter Township | 0.0344650518% |
| Dickinson County | 0.2772929170% |
| East Bay Township | 0.0013728560% |
| East Grand Rapids City | 0.0194355013% |
| East Lansing City | 0.1928773141% |
| Eastpointe City | 0.1572102867% |
| Eaton County | 1.0040382409% |

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen Michigan State-Subdivision Agreement

| | Distributor and Janssen |
|-------------------------------|-----------------------------|
| Local Government | Final Allocation Percentage |
| Egelston Township | 0.0055491844% |
| Emmet County | 0.1699583348% |
| Emmett Charter Township | 0.0076288033% |
| Escanaba City | 0.0187485878% |
| Farmington City | 0.0206439955% |
| Farmington Hills City | 0.1547676289% |
| Fenton Charter Township | 0.0017365497% |
| Fenton City | 0.0449540568% |
| Ferndale City | 0.0835266239% |
| Flat Rock City | 0.0161012939% |
| Flint Charter Township | 0.0239721604% |
| Flint City | 2.8492835414% |
| Flushing Charter Township | 0.0035084585% |
| Fort Gratiot Charter Township | 0.0088497409% |
| Fraser City | 0.0750697912% |
| Frenchtown Charter Township | 0.0458193199% |
| Fruitport Charter Township | 0.0121166953% |
| Gaines Township, Kent County | 0.0084277406% |
| Garden City | 0.0337646978% |
| Garfield Charter Township | 0.0003811636% |
| Genesee Charter Township | 0.0121346244% |
| Genesee County | 2.1326060463% |
| Genoa Township | 0.0000708763% |
| Georgetown Charter Township | 0.0067511546% |
| Gladwin County | 0.2015504737% |
| Gogebic County | 0.0699910567% |
| Grand Blanc Charter Township | 0.0196679122% |
| Grand Haven Charter Township | 0.0105692799% |
| Grand Haven City | 0.0325929755% |
| Grand Rapids Charter Township | 0.0035213129% |
| Grand Rapids City | 1.3440310108% |
| Grand Traverse County | 0.9563580623% |
| Grandville City | 0.0260586909% |
| Gratiot County | 0.3525172203% |
| Green Oak Township | 0.0301528195% |
| Grosse Ile Township | 0.0200793237% |
| Grosse Pointe Park City | 0.0265363249% |
| Grosse Pointe Woods City | 0.0189101571% |

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen Michigan State-Subdivision Agreement

| | Distributor and Janssen |
|-------------------------------|-----------------------------|
| Local Government | Final Allocation Percentage |
| Hamburg Township | 0.0318032257% |
| Hamtramck City | 0.1014493061% |
| Harper Woods City | 0.0283167391% |
| Harrison Charter Township | 0.1197690449% |
| Hartland Township | 0.0002733802% |
| Hazel Park City | 0.0412412381% |
| Highland Charter Township | 0.0164881836% |
| Highland Park City | 0.0219276410% |
| Hillsdale County | 0.4179678350% |
| Holland Charter Township | 0.0163398631% |
| Holland City | 0.0927438767% |
| Holly Township | 0.0022960861% |
| Houghton County | 0.2492720157% |
| Huron Charter Township | 0.0404726923% |
| Huron County | 0.1640912378% |
| Independence Charter Township | 0.0462282123% |
| Ingham County | 2.3910807430% |
| Inkster City | 0.0935029696% |
| Ionia City | 0.0251632893% |
| Ionia County | 0.5298087066% |
| Iosco County | 0.3597973006% |
| Iron County | 0.1234778975% |
| Iron Mountain City | 0.0102890430% |
| Isabella County | 0.6406629239% |
| Jackson City | 0.1975961131% |
| Jackson County | 0.6079955625% |
| Kalamazoo Charter Township | 0.0291373061% |
| Kalamazoo City | 0.2121191546% |
| Kalamazoo County | 2.1433248383% |
| Kalkaska County | 0.0922123320% |
| Kent County | 3.0032920161% |
| Kentwood City | 0.0797172568% |
| Keweenaw County | 0.0037904729% |
| Lake County | 0.0815750848% |
| Lansing City | 0.6157260773% |
| Lapeer County | 0.4434165047% |
| Leelanau County | 0.1385869500% |
| Lenawee County | 0.8823792954% |

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen Michigan State-Subdivision Agreement

| | Distributor and Janssen |
|------------------------------------|-----------------------------|
| Local Government | Final Allocation Percentage |
| Lenox Township | 0.0062683460% |
| Leoni Township | 0.0050926306% |
| Lincoln Charter Township | 0.0099963665% |
| Lincoln Park City | 0.0889864469% |
| Livingston County | 1.4441660503% |
| Livonia City | 0.4479740966% |
| Luce County | 0.0715137352% |
| Lyon Charter Township | 0.0033765972% |
| Mackinac County | 0.0509418590% |
| Macomb County | 8.9600726785% |
| Macomb Township | 0.0605974123% |
| Madison Heights City | 0.0808305409% |
| Manistee County | 0.3495468254% |
| Marion Township, Livingston County | 0.0001113771% |
| Marquette City | 0.0175573465% |
| Marquette County | 0.6035274193% |
| Mason County | 0.2785770312% |
| Mecosta County | 0.1860240300% |
| Melvindale City | 0.0291074974% |
| Menominee County | 0.0885034586% |
| Meridian Charter Township | 0.0396555339% |
| Midland City | 0.1693176181% |
| Midland County | 0.3015890091% |
| Milford Charter Township | 0.0035999720% |
| Missaukee County | 0.0561661629% |
| Monitor Charter Township | 0.0024741595% |
| Monroe Charter Township | 0.0067058526% |
| Monroe City | 0.1177263374% |
| Monroe County | 1.7767050856% |
| Montcalm County | 0.6957834128% |
| Montmorency County | 0.0985848161% |
| Mount Clemens City | 0.0281724875% |
| Mount Morris Charter Township | 0.0139454462% |
| Mount Pleasant City | 0.0200386139% |
| Mundy Charter Township | 0.0084457765% |
| Muskegon Charter Township | 0.0202116759% |
| Muskegon City | 0.0979131952% |
| Muskegon County | 1.9100374032% |

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen Michigan State-Subdivision Agreement

| | Distributor and Janssen |
|------------------------------|-----------------------------|
| Local Government | Final Allocation Percentage |
| Muskegon Heights City | 0.0280295137% |
| New Baltimore City | 0.0269087835% |
| Newaygo County | 0.5231812721% |
| Niles City | 0.0326704621% |
| Niles Township | 0.0120613306% |
| Northville Charter Township | 0.0937410512% |
| Norton Shores City | 0.0393083517% |
| Novi City | 0.0820980636% |
| Oak Park City | 0.0581242238% |
| Oakland Charter Township | 0.0153661144% |
| Oakland County | 6.0626288797% |
| Oceana County | 0.2437642147% |
| Oceola Township | 0.0002025038% |
| Ogemaw County | 0.6231253016% |
| Ontonagon County | 0.0564870884% |
| Orion Charter Township | 0.0271426463% |
| Osceola County | 0.2155121864% |
| Oscoda County | 0.0549836791% |
| Oshtemo Charter Township | 0.0069668831% |
| Otsego County | 0.3179205988% |
| Ottawa County | 0.8305826515% |
| Owosso City | 0.0336270349% |
| Oxford Charter Township | 0.0123583455% |
| Park Township, Ottawa County | 0.0038875457% |
| Pittsfield Charter Township | 0.0274648217% |
| Plainfield Charter Township | 0.0082472855% |
| Plymouth Charter Township | 0.0346718756% |
| Pontiac City | 0.3248499927% |
| Port Huron Charter Township | 0.0080840993% |
| Port Huron City | 0.1459483395% |
| Portage City | 0.0550102932% |
| Presque Isle County | 0.1629846795% |
| Redford Charter Township | 0.1187245983% |
| Riverview City | 0.0270311528% |
| Rochester City | 0.0223582679% |
| Rochester Hills City | 0.0378542514% |
| Romulus City | 0.1043054582% |
| Roscommon County | 0.4301836680% |

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen Michigan State-Subdivision Agreement

| | Distributor and Janssen |
|---|-----------------------------|
| Local Government | Final Allocation Percentage |
| Roseville City | 0.2393507823% |
| Royal Oak City | 0.1454014679% |
| Saginaw Charter Township | 0.0387602955% |
| Saginaw City | 0.2412683402% |
| Saginaw County | 1.8697505971% |
| Sanilac County | 0.3884585223% |
| Sault Ste. Marie City | 0.1102861730% |
| Schoolcraft County | 0.0442223898% |
| Scio Charter Township | 0.0028859904% |
| Shelby Charter Township | 0.2837106553% |
| Shiawassee County | 0.8126041030% |
| South Lyon City | 0.0145037834% |
| Southfield City | 0.2203463403% |
| Southfield Township | 0.0000623372% |
| Southgate City | 0.0497592554% |
| Spring Lake Township | 0.0058226535% |
| Springfield Charter Township | 0.0025038767% |
| St Clair County | 2.2355271010% |
| St Joseph County | 0.2389148728% |
| St. Clair Shores City | 0.1903773935% |
| Sterling Heights City | 1.0160157647% |
| Sturgis City | 0.0335669383% |
| Summit Township, Jackson County | 0.0082457610% |
| Superior Charter Township | 0.0067902872% |
| Taylor City | 0.2108595037% |
| Texas Charter Township | 0.0029159787% |
| Thomas Township | 0.0071194604% |
| Traverse City | 0.0694748751% |
| Trenton City | 0.0269874880% |
| Troy City | 0.1321911809% |
| Tuscola County | 0.4964109876% |
| Tyrone Township, Livingston County | 0.0053967269% |
| Union Charter Township | 0.0000286906% |
| Van Buren Charter Township | 0.0769291491% |
| Van Buren County | 0.4272870593% |
| Vienna Charter Township, Genesee County | 0.0048418225% |
| Walker City | 0.0323258475% |
| Warren City | 1.2684338717% |

Exhibit A-1: Final Allocation Percentage for Distributors and Janssen Michigan State-Subdivision Agreement

| | Distributor and Janssen |
|------------------------------------|-----------------------------|
| Local Government | Final Allocation Percentage |
| Washington Township, Macomb County | 0.0453026297% |
| Washtenaw County | 2.6615292034% |
| Waterford Charter Township | 0.1224458021% |
| Wayne City | 0.0938477712% |
| Wayne County | 11.8162081894% |
| West Bloomfield Charter Township | 0.1468923654% |
| Westland City | 0.3653116491% |
| Wexford County | 0.3345381450% |
| White Lake Charter Township | 0.0327893557% |
| Wixom City | 0.0206907484% |
| Woodhaven City | 0.0320328001% |
| Wyandotte City | 0.0547075346% |
| Wyoming City | 0.1430716261% |
| Ypsilanti Charter Township | 0.0324173179% |
| Ypsilanti City | 0.0503291142% |
| Zeeland Charter Township | 0.0034449878% |
| Total | 100.000000000% |

Exhibit A - Final Allocation Percentages

| Local Government | Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage |
|-----------------------------|---|
| Ada Township | 0.0043760292% |
| Adrian City | 0.0339626660% |
| Alcona County | 0.0934630120% |
| Alger County | 0.0879526161% |
| Algoma Township | 0.0017535337% |
| Allegan County | 0.4616561194% |
| Allen Park City | 0.0642202609% |
| Allendale Charter Township | 0.0046474905% |
| Alpena County | 0.3552568075% |
| Alpine Charter Township | 0.0015193823% |
| Ann Arbor City | 0.2767977793% |
| Antrim County | 0.2666726546% |
| Antwerp Township | 0.0007847494% |
| Arenac County | 0.1805504891% |
| Auburn Hills City | 0.0703250556% |
| Bangor Charter Township | 0.0065282392% |
| Baraga County | 0.0830046065% |
| Barry County | 0.2587191476% |
| Bath Charter Township | 0.0321460332% |
| Battle Creek City | 0.2045817057% |
| Bay City | 0.0685863654% |
| Bay County | 1.2330105691% |
| Bedford Township | 0.0246542442% |
| Benton Charter Township | 0.0542117185% |
| Benzie County | 0.1559709002% |
| Berkley City | 0.0214483383% |
| Berrien County | 1.4353012866% |
| Beverly Hills Village | 0.0274893432% |
| Big Rapids City | 0.0146444451% |
| Birmingham City | 0.0616071651% |
| Blackman Charter Township | 0.000000000% |
| Bloomfield Charter Township | 0.1431441040% |
| Branch County | 0.3823020966% |
| Brandon Charter Township | 0.0178348199% |

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Michigan State-Subdivision Agreement

| Local Government | Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage |
|--|---|
| Brighton Township | 0.0006049341% |
| Brownstown Charter Township | 0.0618601336% |
| Burton City | 0.0198287415% |
| Byron Township | 0.0085803473% |
| Cadillac City | 0.0592857184% |
| Caledonia Charter Township | 0.0027577830% |
| Calhoun County | 1.8505476605% |
| Cannon Township | 0.0033093395% |
| Canton Township Canton Charter Township | 0.2635381672% |
| Cascade Charter Township | 0.0121186350% |
| Cass County | 0.4127455392% |
| Charlevoix County | 0.2142858041% |
| Cheboygan County | 0.3167238809% |
| Chesterfield Charter Township | 0.1262511644% |
| Chippewa County | 0.2680205692% |
| | 0.2799817433% |
| Clare County | 0.0139497332% |
| Clawson City Clinton Charter Township | 0.6524317943% |
| | 0.5402669012% |
| Clinton County | 0.0077283577% |
| Coldwater City | 0.0198854362% |
| Commerce Charter Township | |
| Comstock Charter Township | 0.0084518668% |
| Cooper Charter Township | 0.0009590766% |
| Crawford County | 0.2886253251% |
| Davison Township | 0.0088446355% |
| Dearborn City | 0.2996583319% |
| Dearborn Heights City | 0.1053620175% |
| Delhi Charter Township | 0.0196753105% |
| Delta Charter Township | 0.0405538922% |
| Delta County | 0.2604485158% |
| Detroit City | 7.1316532282% |
| Detroit Wayne Mental Health Authority | 0.000000000% |
| Dewitt Charter Township | 0.0367701778% |
| Dickinson County | 0.2772929170% |
| East Bay Township | 0.0014646767% |
| East Grand Rapids City | 0.0207354059% |
| East Lansing City | 0.1928773141% |

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Michigan State-Subdivision Agreement

| Local Government | Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage |
|-------------------------------|---|
| Eastpointe City | 0.1677249820% |
| Eaton County | 1.0040382409% |
| Egelston Township | 0.0059203305% |
| Emmet County | 0.1813256578% |
| Emmett Charter Township | 0.0081390406% |
| Escanaba City | 0.0181020848% |
| Farmington City | 0.0220247278% |
| Farmington Hills City | 0.1651189520% |
| Fenton Charter Township | 0.0018526954% |
| Fenton City | 0.0479607189% |
| Ferndale City | 0.0891131349% |
| Flat Rock City | 0.0171781967% |
| Flint Charter Township | 0.0255754903% |
| Flint City | 2.9548125615% |
| Flushing Charter Township | 0.0037431147% |
| Fort Gratiot Charter Township | 0.0094416381% |
| Fraser City | 0.0800906838% |
| Frenchtown Charter Township | 0.0488838534% |
| Fruitport Charter Township | 0.0129270962% |
| Gaines Township, Kent County | 0.0089914131% |
| Garden City | 0.0360229820% |
| Garfield Charter Township | 0.0004066570% |
| Genesee Charter Township | 0.0129462245% |
| Genesee County | 2.0590679068% |
| Genoa Township | 0.0000756167% |
| Georgetown Charter Township | 0.0072026921% |
| Gladwin County | 0.2150307736% |
| Gogebic County | 0.0746722684% |
| Grand Blanc Charter Township | 0.0209833611% |
| Grand Haven Charter Township | 0.0112761850% |
| Grand Haven City | 0.0347728914% |
| Grand Rapids Charter Township | 0.0037568289% |
| Grand Rapids City | 1.3440310108% |
| Grand Traverse County | 0.9233801980% |
| Grandville City | 0.0278015743% |
| Gratiot County | 0.3525172203% |
| Green Oak Township | 0.0321695305% |

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Michigan State-Subdivision Agreement

| Local Government | Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage |
|-------------------------------|---|
| Grosse Ile Township | 0.0214222891% |
| | 0.0283111539% |
| Grosse Pointe Park City | 0.028311133770 |
| Grosse Pointe Woods City | 0.0339303208% |
| Hamburg Township | 0.1082345398% |
| Hamtramck City | 0.0302106475% |
| Harper Woods City | |
| Harrison Charter Township | 0.1242049355% |
| Hartland Township | 0.0002916646% |
| Hazel Park City | 0.0439995757% |
| Highland Charter Township | 0.0175909627% |
| Highland Park City | 0.0233942274% |
| Hillsdale County | 0.4179678350% |
| Holland Charter Township | 0.0174327221% |
| Holland City | 0.0989468652% |
| Holly Township | 0.0024496552% |
| Houghton County | 0.2492720157% |
| Huron Charter Township | 0.0404726923% |
| Huron County | 0.1750661517% |
| Independence Charter Township | 0.0493200938% |
| Ingham County | 2.3910807430% |
| Inkster City | 0.0997567285% |
| Ionia City | 0.0268462855% |
| Ionia County | 0.5494312513% |
| Iosco County | 0.3597973006% |
| Iron County | 0.1234778975% |
| Iron Mountain City | 0.0102890430% |
| Isabella County | 0.6406629239% |
| Jackson City | 0.1975961131% |
| Jackson County | 0.6486601285% |
| Kalamazoo Charter Township | 0.0310860965% |
| Kalamazoo City | 0.2263063196% |
| Kalamazoo County | 2.2227072398% |
| Kalkaska County | 0.0983797692% |
| Kent County | 3.1145250537% |
| Kentwood City | 0.0850489860% |
| Keweenaw County | 0.0040439910% |
| Lake County | 0.0815750848% |

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Michigan State-Subdivision Agreement

| | Allergan, CVS, Purdue/Sackler, Teva, |
|------------------------------------|--------------------------------------|
| | Walgreens, and Walmart |
| Local Government | Final Allocation Percentage |
| Lansing City | 0.5944941436% |
| Lapeer County | 0.4730735299% |
| Leelanau County | 0.1385869500% |
| Lenawee County | 0.8823792954% |
| Lenox Township | 0.0066875918% |
| Leoni Township | 0.0054332410% |
| Lincoln Charter Township | 0.0106649534% |
| Lincoln Park City | 0.0949381273% |
| Livingston County | 1.4976536818% |
| Livonia City | 0.4479740966% |
| Luce County | 0.0715137352% |
| Lyon Charter Township | 0.0036024341% |
| Mackinac County | 0.0543490033% |
| Macomb County | 8.6511046551% |
| Macomb Township | 0.0646503489% |
| Madison Heights City | 0.0862367299% |
| Manistee County | 0.3495468254% |
| Marion Township, Livingston County | 0.0001188263% |
| Marquette City | 0.0187316345% |
| Marquette County | 0.6035274193% |
| Mason County | 0.2785770312% |
| Mecosta County | 0.1984658748% |
| Melvindale City | 0.0310542941% |
| Menominee County | 0.0944228353% |
| Meridian Charter Township | 0.0423078149% |
| Midland City | 0.1806420880% |
| Midland County | 0.3217601862% |
| Milford Charter Township | 0.0038407489% |
| Missaukee County | 0.0599227243% |
| Monitor Charter Township | 0.0026396387% |
| Monroe Charter Township | 0.0071543602% |
| Monroe City | 0.1256002278% |
| Monroe County | 1.7154393930% |
| Montcalm County | 0.6957834128% |
| Montmorency County | 0.0985848161% |
| Mount Clemens City | 0.0300567479% |
| Mount Morris Charter Township | 0.0148781594% |

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Michigan State-Subdivision Agreement

| Local Government | Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage |
|------------------------------|---|
| Mount Pleasant City | 0.0213788564% |
| Mundy Charter Township | 0.0090106554% |
| | 0.0215634933% |
| Muskegon Charter Township | 0.1044619233% |
| Muskegon City | 1.9100374032% |
| Muskegon County | 0.0299042116% |
| Muskegon Heights City | |
| New Baltimore City | 0.0287085237% |
| Newaygo County | 0.5231812721% |
| Niles City | 0.0348555605% |
| Niles Township | 0.0128680285% |
| Northville Charter Township | 0.0937410512% |
| Norton Shores City | 0.0419374121% |
| Novi City | 0.0875890282% |
| Oak Park City | 0.0620117462% |
| Oakland Charter Township | 0.0163938462% |
| Oakland County | 5.8535727114% |
| Oceana County | 0.2437642147% |
| Oceola Township | 0.0002160479% |
| Ogemaw County | 0.6231253016% |
| Ontonagon County | 0.0564870884% |
| Orion Charter Township | 0.0289580279% |
| Osceola County | 0.2155121864% |
| Oscoda County | 0.0586611524% |
| Oshtemo Charter Township | 0.0074328492% |
| Otsego County | 0.3179205988% |
| Ottawa County | 0.8861345094% |
| Owosso City | 0.0358761118% |
| Oxford Charter Township | 0.0131849087% |
| Park Township, Ottawa County | 0.0041475564% |
| Pittsfield Charter Township | 0.0284820374% |
| Plainfield Charter Township | 0.0087988887% |
| Plymouth Charter Township | 0.0369908346% |
| Pontiac City | 0.3368814739% |
| Port Huron Charter Township | 0.0086247881% |
| Port Huron City | 0.1557098020% |
| Portage City | 0.0586895466% |
| Presque Isle County | 0.1629846795% |

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Michigan State-Subdivision Agreement

| Local Government | Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage |
|---------------------------------|---|
| Redford Charter Township | 0.1266652554% |
| Riverview City | 0.0288390774% |
| Rochester City | 0.0238536559% |
| Rochester Hills City | 0.0403860572% |
| Romulus City | 0.1043054582% |
| Roscommon County | 0.4301836680% |
| Roseville City | 0.2553592802% |
| Royal Oak City | 0.1551263540% |
| Saginaw Charter Township | 0.0413527002% |
| Saginaw City | 0.2574050901% |
| Saginaw County | 1.8052764386% |
| Sanilac County | 0.3884585223% |
| Sault Ste. Marie City | 0.1102861730% |
| Schoolcraft County | 0.0471801158% |
| Scio Charter Township | 0.0030790141% |
| Shelby Charter Township | 0.3026860745% |
| Shiawassee County | 0.8126041030% |
| South Lyon City | 0.0154738400% |
| Southfield City | 0.2350837642% |
| Southfield Township | 0.0000665064% |
| Southgate City | 0.0530873036% |
| Spring Lake Township | 0.0062120900% |
| Springfield Charter Township | 0.0026713434% |
| St Clair County | 2.2355271010% |
| St Joseph County | 0.2548942158% |
| St. Clair Shores City | 0.2031104044% |
| Sterling Heights City | 1.0536459782% |
| Sturgis City | 0.0358119958% |
| Summit Township, Jackson County | 0.0087972622% |
| Superior Charter Township | 0.0072444420% |
| Taylor City | 0.2249624195% |
| Texas Charter Township | 0.0031110081% |
| Thomas Township | 0.0075956313% |
| Traverse City | 0.0694748751% |
| Trenton City | 0.0287924922% |
| Troy City | 0.1410325234% |
| Tuscola County | 0.4964109876% |

Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Michigan State-Subdivision Agreement

| | Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart |
|---|--|
| Local Government | Final Allocation Percentage |
| Tyrone Township, Livingston County | 0.0057576762% |
| Union Charter Township | 0.0000306095% |
| Van Buren Charter Township | 0.0769291491% |
| Van Buren County | 0.4558652989% |
| Vienna Charter Township, Genesee County | 0.0051656581% |
| Walker City | 0.0344878971% |
| Warren City | 1.3154129040% |
| Washington Township, Macomb County | 0.0483326054% |
| Washtenaw County | 2.6615292034% |
| Waterford Charter Township | 0.1306353444% |
| Wayne City | 0.0938477712% |
| Wayne County | 11.4087527346% |
| West Bloomfield Charter Township | 0.1567169672% |
| Westland City | 0.3653116491% |
| Wexford County | 0.3345381450% |
| White Lake Charter Township | 0.0349824061% |
| Wixom City | 0.0220746076% |
| Woodhaven City | 0.0341752498% |
| Wyandotte City | 0.0583665385% |
| Wyoming City | 0.1526406854% |
| Ypsilanti Charter Township | 0.0345854854% |
| Ypsilanti City | 0.0536952762% |
| Zeeland Charter Township | 0.0036753989% |
| Total | 100.000000000% |

Exhibit A - Final Allocation Percentages

| Local Government | Generic Manufacturers and Kroger Final Allocation Percentage |
|-----------------------------|--|
| Ada Township | 0.0048672491% |
| Adrian City | 0.0377750571% |
| Alcona County | 0.0917940297% |
| Alger County | 0.0863820337% |
| Algoma Township | 0.0019503721% |
| Allegan County | 0.5134781318% |
| Allen Park City | 0.0714291400% |
| Allendale Charter Township | 0.0051691825% |
| Alpena County | 0.3489129359% |
| Alpine Charter Township | 0.0016899367% |
| Ann Arbor City | 0.3078689973% |
| Antrim County | 0.2619106430% |
| Antwerp Township | 0.0008728394% |
| Arenac County | 0.1773263732% |
| Auburn Hills City | 0.0782192126% |
| Bangor Charter Township | 0.0072610498% |
| Baraga County | 0.0815223814% |
| Barry County | 0.2877609956% |
| Bath Charter Township | 0.0357545030% |
| Battle Creek City | 0.2275464953% |
| Bay City | 0.0762853502% |
| Bay County | 1.2109925232% |
| Bedford Township | 0.0274217426% |
| Benton Charter Township | 0.0602971146% |
| Benzie County | 0.1531857055% |
| Berkley City | 0.0238559660% |
| Berrien County | 1.4096709065% |
| Beverly Hills Village | 0.0305750883% |
| Big Rapids City | 0.0162883194% |
| Birmingham City | 0.0685227179% |
| Blackman Charter Township | 0.000000000% |
| Bloomfield Charter Township | 0.1592123748% |
| Branch County | 0.3754752735% |
| Brandon Charter Township | 0.0198368214% |
| Brighton Township | 0.0006728394% |

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger Michigan State-Subdivision Agreement

| Local Government | Generic Manufacturers and Kroger Final Allocation Percentage |
|---------------------------------------|--|
| Brownstown Charter Township | 0.0688040827% |
| Burton City | 0.0220545655% |
| Byron Township | 0.0095435120% |
| Cadillac City | 0.0659406832% |
| Caledonia Charter Township | 0.003940063270 |
| | 1.8175021666% |
| Calhoun County | 0.0036808209% |
| Cannon Township | 0.2588321285% |
| Canton Charter Township | |
| Cascade Charter Township | 0.0134789810% |
| Cass County | 0.4053750832% |
| Charlevoix County | 0.2104592719% |
| Cheboygan County | 0.3110680973% |
| Chesterfield Charter Township | 0.1404231620% |
| Chippewa County | 0.2632344876% |
| Clare County | 0.3114103689% |
| Clawson City | 0.0155156244% |
| Clinton Charter Township | 0.6407812266% |
| Clinton County | 0.5306192780% |
| Coldwater City | 0.0085958845% |
| Commerce Charter Township | 0.0221176243% |
| Comstock Charter Township | 0.0094006092% |
| Cooper Charter Township | 0.0010667353% |
| Crawford County | 0.2834713014% |
| Davison Township | 0.0098374672% |
| Dearborn City | 0.3332957021% |
| Dearborn Heights City | 0.1171891580% |
| Delhi Charter Township | 0.0218839116% |
| Delta Charter Township | 0.0451061644% |
| Delta County | 0.2557976495% |
| Detroit City | 7.0043022777% |
| Detroit Wayne Mental Health Authority | 0.000000000% |
| Dewitt Charter Township | 0.0408977189% |
| Dickinson County | 0.2723412578% |
| East Bay Township | 0.0016290902% |
| East Grand Rapids City | 0.0230630052% |
| East Lansing City | 0.1894330764% |
| Eastpointe City | 0.1865525155% |
| Eaton County | 0.9861089866% |

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger Michigan State-Subdivision Agreement

| Local Government | Generic Manufacturers and Kroger Final Allocation Percentage |
|-------------------------------|--|
| Egelston Township | 0.0065849019% |
| Emmet County | 0.2016799000% |
| Emmet Charter Township | 0.0090526675% |
| Escanaba City | 0.0177788333% |
| Farmington City | 0.0244970566% |
| Farmington Hills City | 0.1836539524% |
| Fenton Charter Township | 0.0020606649% |
| Fenton City | 0.0533444252% |
| Ferndale City | 0.0991162992% |
| Flat Rock City | 0.0191064907% |
| Flint Charter Township | 0.0284464008% |
| Flint City | 2.9020480514% |
| Flushing Charter Township | 0.0041632884% |
| Fort Gratiot Charter Township | 0.0105014847% |
| Fraser City | 0.0890810562% |
| Frenchtown Charter Township | 0.0543711838% |
| Fruitport Charter Township | 0.0143781939% |
| Gaines Township, Kent County | 0.0100007209% |
| Garden City | 0.0400666486% |
| Garfield Charter Township | 0.0004523052% |
| Genesee Charter Township | 0.0143994694% |
| Genesee County | 2.0222988370% |
| Genoa Township | 0.0000841049% |
| Georgetown Charter Township | 0.0080112116% |
| Gladwin County | 0.2391684964% |
| Gogebic County | 0.0830544105% |
| Grand Blanc Charter Township | 0.0233387940% |
| Grand Haven Charter Township | 0.0125419639% |
| Grand Haven City | 0.0386762323% |
| Grand Rapids Charter Township | 0.0041785420% |
| Grand Rapids City | 1.3200304570% |
| Grand Traverse County | 0.9068912659% |
| Grandville City | 0.0309223680% |
| Gratiot County | 0.3462222699% |
| Green Oak Township | 0.0357806378% |
| Grosse Ile Township | 0.0238269927% |
| Grosse Pointe Park City | 0.0314891491% |
| Grosse Pointe Woods City | 0.0224396090% |

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger Michigan State-Subdivision Agreement

| T 1.0 | Generic Manufacturers and Kroger Final Allocation Percentage |
|-------------------------------|--|
| Local Government | |
| Hamburg Township | 0.0377390811% |
| Hamtramck City | 0.1203841279% |
| Harper Woods City | 0.0336018655% |
| Harrison Charter Township | 0.1219869902% |
| Hartland Township | 0.0003244047% |
| Hazel Park City | 0.0489386342% |
| Highland Charter Township | 0.0195655907% |
| Highland Park City | 0.0260202858% |
| Hillsdale County | 0.4105041237% |
| Holland Charter Township | 0.0193895872% |
| Holland City | 0.1100538894% |
| Holly Township | 0.0027246349% |
| Houghton County | 0.2448207297% |
| Huron Charter Township | 0.0397499656% |
| Huron County | 0.1947177493% |
| Independence Charter Township | 0.0548563932% |
| Ingham County | 2.3483828726% |
| Inkster City | 0.1109546618% |
| Ionia City | 0.0298598458% |
| Ionia County | 0.5396199789% |
| Iosco County | 0.3533723488% |
| Iron County | 0.1212729351% |
| Iron Mountain City | 0.0101053101% |
| Isabella County | 0.6292225146% |
| Jackson City | 0.1940676111% |
| Jackson County | 0.7214737917% |
| Kalamazoo Charter Township | 0.0345755857% |
| Kalamazoo City | 0.2517097496% |
| Kalamazoo County | 2.1830160391% |
| Kalkaska County | 0.1094231355% |
| Kent County | 3.0589085349% |
| Kentwood City | 0.0945959397% |
| Keweenaw County | 0.0044979388% |
| Lake County | 0.0801183868% |
| Lansing City | 0.5838781768% |
| | 0.5261771741% |
| Lapeer County Laplacey County | 0.326177174176 |
| Leelanau County | |
| Lenawee County | 0.8666225223% |

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger Michigan State-Subdivision Agreement

| Local Government | Generic Manufacturers and Kroger Final Allocation Percentage |
|------------------------------------|--|
| Lenox Township | 0.0074382901% |
| Leoni Township | 0.0060431354% |
| Lincoln Charter Township | 0.0118621201% |
| Lincoln Park City | 0.1055951609% |
| Livingston County | 1.4709098660% |
| Livonia City | 0.4399745592% |
| Luce County | 0.0702367042% |
| Lyon Charter Township | 0.0040068160% |
| Mackinac County | 0.0604498099% |
| Macomb County | 8.4966206434% |
| Macomb Township | 0.0719075065% |
| Madison Heights City | 0.0959170107% |
| Manistee County | 0.3433049178% |
| Marion Township, Livingston County | 0.0001321649% |
| Marquette City | 0.0208343056% |
| Marquette County | 0.5927501439% |
| Mason County | 0.2736024413% |
| Mecosta County | 0.2207441477% |
| Melvindale City | 0.0345402135% |
| Menominee County | 0.1050220262% |
| Meridian Charter Township | 0.0470569691% |
| Midland City | 0.2009195979% |
| Midland County | 0.3578785428% |
| Milford Charter Township | 0.0042718823% |
| Missaukee County | 0.0666491945% |
| Monitor Charter Township | 0.0029359445% |
| Monroe Charter Township | 0.0079574543% |
| Monroe City | 0.1396991561% |
| Monroe County | 1.6848065467% |
| Montcalm County | 0.6833587090% |
| Montmorency County | 0.0968243729% |
| Mount Clemens City | 0.0334306903% |
| Mount Morris Charter Township | 0.0165482687% |
| Mount Pleasant City | 0.0237786846% |
| Mundy Charter Township | 0.0100221232% |
| Muskegon Charter Township | 0.0239840474% |
| Muskegon City | 0.1161880260% |
| Muskegon County | 1.8759295925% |

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger Michigan State-Subdivision Agreement

| Local Government | Generic Manufacturers and Kroger Final Allocation Percentage |
|------------------------------|--|
| Muskegon Heights City | 0.0332610314% |
| New Baltimore City | 0.0319311246% |
| Newaygo County | 0.5138387494% |
| Niles City | 0.0387681812% |
| Niles Township | 0.0143124958% |
| Northville Charter Township | 0.0920671038% |
| Norton Shores City | 0.0466449877% |
| Novi City | 0.0974211078% |
| Oak Park City | 0.0689727142% |
| Oakland Charter Township | 0.0182340949% |
| Oakland County | 5.7490446273% |
| Oceana County | 0.2394112823% |
| Oceola Township | 0.0002402998% |
| Ogemaw County | 0.6119980640% |
| Ontonagon County | 0.0554783904% |
| Orion Charter Township | 0.0322086363% |
| Osceola County | 0.2116637545% |
| Oscoda County | 0.0652460081% |
| Oshtemo Charter Township | 0.0082672044% |
| Otsego County | 0.3122434453% |
| Ottawa County | 0.9856052443% |
| Owosso City | 0.0399032918% |
| Oxford Charter Township | 0.0146649465% |
| Park Township, Ottawa County | 0.0046131297% |
| Pittsfield Charter Township | 0.0279734296% |
| Plainfield Charter Township | 0.0097865852% |
| Plymouth Charter Township | 0.0411431450% |
| Pontiac City | 0.3308657333% |
| Port Huron Charter Township | 0.0095929414% |
| Port Huron City | 0.1731886027% |
| Portage City | 0.0652775897% |
| Presque Isle County | 0.1600742388% |
| Redford Charter Township | 0.1408837357% |
| Riverview City | 0.0320763333% |
| Rochester City | 0.0265312862% |
| Rochester Hills City | 0.0449194895% |
| Romulus City | 0.1024428607% |
| Roscommon County | 0.4225018168% |

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger Michigan State-Subdivision Agreement

| | Generic Manufacturers and Kroger |
|---|----------------------------------|
| Local Government | Final Allocation Percentage |
| Roseville City | 0.2840239750% |
| Royal Oak City | 0.1725396612% |
| Saginaw Charter Township | 0.0459946405% |
| Saginaw City | 0.2862994320% |
| Saginaw County | 1.7730393593% |
| Sanilac County | 0.3815217629% |
| Sault Ste. Marie City | 0.1083167770% |
| Schoolcraft County | 0.0524761976% |
| Scio Charter Township | 0.0034246408% |
| Shelby Charter Township | 0.3366633161% |
| Shiawassee County | 0.7980933155% |
| South Lyon City | 0.0172108158% |
| Southfield City | 0.2614724834% |
| Southfield Township | 0.0000739720% |
| Southgate City | 0.0590464814% |
| Spring Lake Township | 0.0069094121% |
| Springfield Charter Township | 0.0029712082% |
| St Clair County | 2.1956069742% |
| St Joseph County | 0.2835067060% |
| St. Clair Shores City | 0,2259100369% |
| Sterling Heights City | 1.0348308715% |
| Sturgis City | 0.0398319787% |
| Summit Township, Jackson County | 0.0097847761% |
| Superior Charter Township | 0.0080576481% |
| Taylor City | 0.2502149934% |
| Texas Charter Township | 0.0034602263% |
| Thomas Township | 0.0084482592% |
| Traverse City | 0.0682342524% |
| Trenton City | 0.0320245188% |
| Troy City | 0.1568637642% |
| Tuscola County | 0.4875465057% |
| Tyrone Township, Livingston County | 0.0064039892% |
| Union Charter Township | 0.000403787270 |
| Van Buren Charter Township | 0.0755554143% |
| Van Buren County | 0.5070372777% |
| Vienna Charter Township, Genesee County | 0.0057455156% |
| | 0.003743313076 |
| Walker City | 1.2919233878% |
| Warren City | 1.29192330/0% |

Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger Michigan State-Subdivision Agreement

| Local Government | Generic Manufacturers and Kroger Final Allocation Percentage |
|------------------------------------|--|
| Washington Township, Macomb County | 0.0537580568% |
| Washtenaw County | 2.6140018962% |
| Waterford Charter Township | 0.1452994768% |
| Wayne City | 0.0921719182% |
| Wayne County | 11.2050250072% |
| West Bloomfield Charter Township | 0.1743088246% |
| Westland City | 0.3587882268% |
| Wexford County | 0.3285642495% |
| White Lake Charter Township | 0.0389092655% |
| Wixom City | 0.0245525356% |
| Woodhaven City | 0.0380115040% |
| Wyandotte City | 0.0649183232% |
| Wyoming City | 0.1697749703% |
| Ypsilanti Charter Township | 0.0384677895% |
| Ypsilanti City | 0.0597227004% |
| Zeeland Charter Township | 0.0040879713% |
| Tota | 100.000000000% |

Exhibit B - Preliminary Allocation Percentage

| Local Government | Preliminary Allocation Percentage |
|-----------------------------|-----------------------------------|
| Ada Township | 0.0073233482% |
| Adrian City | 0.0568370128% |
| Alcona County | 0.0834491179% |
| Alger County | 0.0785291215% |
| Algoma Township | 0.0029345640% |
| Allegan County | 0.7725881935% |
| Allen Park City | 0.1074735355% |
| Allendale Charter Township | 0.0077776425% |
| Alpena County | 0.3171935781% |
| Alpine Charter Township | 0.0025427083% |
| Ann Arbor City | 0.4632250874% |
| Antrim County | 0.2381005845% |
| Antwerp Township | 0.0013132895% |
| Arenac County | 0.1612057938% |
| Auburn Hills City | 0.1176899978% |
| Bangor Charter Township | 0.0109251027% |
| Baraga County | 0.0741112558% |
| Barry County | 0.4329702358% |
| Bath Charter Township | 0.0537968516% |
| Battle Creek City | 0.3423704436% |
| Bay City | 0.1147802745% |
| Bay County | 1.1009022938% |
| Bedford Township | 0.0412592343% |
| Benton Charter Township | 0.0907240950% |
| Benzie County | 0.1392597323% |
| Berkley City | 0.0358941044% |
| Berrien County | 1.2815190059% |
| Beverly Hills Village | 0.0460038135% |
| Big Rapids City | 0.0245076907% |
| Birmingham City | 0.1031004819% |
| Blackman Charter Township | 0.000000000% |
| Bloomfield Charter Township | 0.2395537286% |
| Branch County | 0.3413411577% |
| Brandon Charter Township | 0.0298468290% |
| Brighton Township | 0.0010123659% |

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| Local Government | Preliminary Allocation Percentage |
|---------------------------------------|-----------------------------------|
| Brownstown Charter Township | 0.1035238283% |
| Burton City | 0.0331836857% |
| Byron Township | 0.0143593354% |
| Cadillac City | 0.0992155073% |
| Caledonia Charter Township | 0.0046151897% |
| Calhoun County | 1.6522746969% |
| Cannon Township | 0.0055382276% |
| Canton Charter Township | 0.2353019350% |
| Cascade Charter Township | 0.0202807109% |
| Cass County | 0.3685228029% |
| Charlevoix County | 0.1913266108% |
| Cheboygan County | 0.2827891794% |
| Chesterfield Charter Township | 0.2112831498% |
| Chippewa County | 0.2393040796% |
| Clare County | 0.4685534972% |
| Clawson City | 0.0233450803% |
| Clinton Charter Township | 0.5825283878% |
| Clinton County | 0.4823811618% |
| Coldwater City | 0.0129335184% |
| Commerce Charter Township | 0.0332785651% |
| Comstock Charter Township | 0.0141443213% |
| Cooper Charter Township | 0.0016050286% |
| Crawford County | 0.2577011831% |
| Davison Township | 0.0148016255% |
| Dearborn City | 0.5014825529% |
| Dearborn Heights City | 0.1763248603% |
| Delhi Charter Township | 0.0329269168% |
| Delta Charter Township | 0.0678675252% |
| Delta County | 0.2325433177% |
| Detroit City | 6.3675475252% |
| Detroit Wayne Mental Health Authority | 0.000000000% |
| Dewitt Charter Township | 0.0615354244% |
| Dickinson County | 0.2475829616% |
| East Bay Township | 0.0024511576% |
| East Grand Rapids City | 0.0347010017% |
| East Lansing City | 0.1722118876% |
| Eastpointe City | 0.2806901834% |
| Eaton County | 0.8964627151% |
| Egelston Township | 0.0099077587% |

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| Local Government | Preliminary Allocation Percentage |
|-------------------------------|-----------------------------------|
| Emmet County | 0.3034511111% |
| Emmett Charter Township | 0.0136208021% |
| Escanaba City | 0.0161625757% |
| Farmington City | 0.0368587005% |
| Farmington Hills City | 0.2763289545% |
| Fenton Charter Township | 0.0031005125% |
| Fenton City | 0.0802629568% |
| Ferndale City | 0.1491321203% |
| Flat Rock City | 0.0287479606% |
| Flint Charter Township | 0.0428009530% |
| Flint City | 2.6382255013% |
| Flushing Charter Township | 0.0062641566% |
| Fort Gratiot Charter Township | 0.0158007179% |
| Fraser City | 0.1340329179% |
| Frenchtown Charter Township | 0.0818078358% |
| Fruitport Charter Township | 0.0216336824% |
| Gaines Township, Kent County | 0.0150472599% |
| Garden City | 0.0602849815% |
| Garfield Charter Township | 0.0006805464% |
| Genesee Charter Township | 0.0216656939% |
| Genesee County | 1.8384534882% |
| Genoa Township | 0.0001265457% |
| Georgetown Charter Township | 0.0120538094% |
| Gladwin County | 0.3598571100% |
| Gogebic County | 0.1249651212% |
| Grand Blanc Charter Township | 0.0351159584% |
| Grand Haven Charter Township | 0.0188708587% |
| Grand Haven City | 0.0581929367% |
| Grand Rapids Charter Township | 0.0062871075% |
| Grand Rapids City | 1.2000276882% |
| Grand Traverse County | 0.8244466054% |
| Grandville City | 0.0465263367% |
| Gratiot County | 0.3147475181% |
| Green Oak Township | 0.0538361746% |
| Grosse Ile Township | 0.0358505107% |
| Grosse Pointe Park City | 0.0473791255% |
| Grosse Pointe Woods City | 0.0337630289% |
| Hamburg Township | 0.0567828826% |
| Hamtramck City | 0.1811320680% |

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| Local Government | Preliminary Allocation Percentage |
|-------------------------------|-----------------------------------|
| Harper Woods City | 0.0505579556% |
| Harrison Charter Township | 0.1108972638% |
| Hartland Township | 0.0004881050% |
| Hazel Park City | 0.0736339264% |
| Highland Charter Township | 0.0294387306% |
| Highland Park City | 0.0391505779% |
| Hillsdale County | 0.3731855670% |
| Holland Charter Township | 0.0291739126% |
| Holland City | 0.1655890102% |
| Holly Township | 0.0040995334% |
| Houghton County | 0.2225642997% |
| Huron Charter Township | 0.0361363324% |
| Huron County | 0.2929757372% |
| Independence Charter Township | 0.0825378903% |
| Ingham County | 2.1348935205% |
| Inkster City | 0.1669443281% |
| Ionia City | 0.0449276471% |
| Ionia County | 0.4905636172% |
| Iosco County | 0.3212475898% |
| Iron County | 0.1102481228% |
| Iron Mountain City | 0.0091866455% |
| Isabella County | 0.5720204678% |
| Jackson City | 0.1764251010% |
| Jackson County | 1.0855421077% |
| Kalamazoo Charter Township | 0.0520230321% |
| Kalamazoo City | 0.3787268993% |
| Kalamazoo County | 1.9845600355% |
| Kalkaska County | 0.1646399668% |
| Kent County | 2.7808259408% |
| Kentwood City | 0.1423307082% |
| Keweenaw County | 0.0067676775% |
| Lake County | 0.0728348971% |
| Lansing City | 0.5307983425% |
| Lapeer County | 0.7916953951% |
| Leelanau County | 0.1237383482% |
| Lenawee County | 0.7878386566% |
| Lenox Township | 0.0111917816% |
| Leoni Township | 0.0090926074% |
| Lincoln Charter Township | 0.0178479538% |

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| Local Government | Preliminary Allocation Percentage |
|------------------------------------|-----------------------------------|
| Lincoln Park City | 0.1588803292% |
| Livingston County | 1.3371907873% |
| Livonia City | 0.3999768720% |
| Luce County | 0.0638515493% |
| Lyon Charter Township | 0.0060287256% |
| Mackinac County | 0.0909538431% |
| Macomb County | 7.7242005849% |
| Macomb Township | 0.1081932941% |
| Madison Heights City | 0.1443184148% |
| Manistee County | 0.3120953798% |
| Marion Township, Livingston County | 0.0001988576% |
| Marquette City | 0.0313476613% |
| Marquette County | 0.5388637672% |
| Mason County | 0.2487294921% |
| Mecosta County | 0.3321355122% |
| Melvindale City | 0.0519698104% |
| Menominee County | 0.1580179806% |
| Meridian Charter Township | 0.0708027402% |
| Midland City | 0.3023071472% |
| Midland County | 0.5384703258% |
| Milford Charter Township | 0.0064275489% |
| Missaukee County | 0.1002815458% |
| Monitor Charter Township | 0.0044174736% |
| Monroe Charter Township | 0.0119729252% |
| Monroe City | 0.2101937979% |
| Monroe County | 1.5316423152% |
| Montcalm County | 0.6212351900% |
| Montmorency County | 0.0880221572% |
| Mount Clemens City | 0.0503004024% |
| Mount Morris Charter Township | 0.0248988150% |
| Mount Pleasant City | 0.0357778255% |
| Mundy Charter Township | 0.0150794621% |
| Muskegon Charter Township | 0.0360868180% |
| Muskegon City | 0.1748185396% |
| Muskegon County | 1.7053905386% |
| Muskegon Heights City | 0.0500451306% |
| New Baltimore City | 0.0480441296% |
| Newaygo County | 0.4671261358% |
| Niles City | 0.0583312847% |

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| Local Government | Preliminary Allocation Percentage |
|------------------------------|-----------------------------------|
| Niles Township | 0.0215348319% |
| Northville Charter Township | 0.0836973671% |
| Norton Shores City | 0.0701828658% |
| Novi City | 0.1465815056% |
| Oak Park City | 0.1037775542% |
| Oakland Charter Township | 0.0274353387% |
| Oakland County | 5.2264042066% |
| Oceana County | 0.2176466203% |
| Oceola Township | 0.0003615593% |
| Ogemaw County | 0.5563618764% |
| Ontonagon County | 0.0504349004% |
| Orion Charter Township | 0.0484616785% |
| Osceola County | 0.1924215950% |
| Oscoda County | 0.0981702870% |
| Oshtemo Charter Township | 0.0124389806% |
| Otsego County | 0.2838576775% |
| Ottawa County | 1.4829589190% |
| Owosso City | 0.0600391920% |
| Oxford Charter Township | 0.0220651355% |
| Park Township, Ottawa County | 0.0069409957% |
| Pittsfield Charter Township | 0.0254303905% |
| Plainfield Charter Township | 0.0147250675% |
| Plymouth Charter Township | 0.0619046968% |
| Pontiac City | 0.3007870303% |
| Port Huron Charter Township | 0.0144337077% |
| Port Huron City | 0.2605826060% |
| Portage City | 0.0982178051% |
| Presque Isle County | 0.1455220353% |
| Redford Charter Township | 0.2119761371% |
| Riverview City | 0.0482626131% |
| Rochester City | 0.0399194381% |
| Rochester Hills City | 0.0675866509% |
| Romulus City | 0.0931298734% |
| Roscommon County | 0.3840925607% |
| Roseville City | 0.4273474490% |
| Royal Oak City | 0.2596061973% |
| Saginaw Charter Township | 0.0692043420% |
| Saginaw City | 0.4307711416% |
| Saginaw County | 1.6118539630% |

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| Local Government | Preliminary Allocation Percentage |
|---|-----------------------------------|
| Sanilac County | 0.3468379663% |
| Sault Ste. Marie City | 0.0984697973% |
| Schoolcraft County | 0.0789566063% |
| Scio Charter Township | 0.0051527746% |
| Shelby Charter Township | 0.5065495239% |
| Shiawassee County | 0.7255393777% |
| South Lyon City | 0.0258956950% |
| Southfield City | 0.3934160797% |
| Southfield Township | 0.0001112995% |
| Southgate City | 0.0888423705% |
| Spring Lake Township | 0.0103960225% |
| Springfield Charter Township | 0.0044705319% |
| St Clair County | 1.9960063402% |
| St Joseph County | 0.4265691571% |
| St. Clair Shores City | 0.3399081996% |
| Sterling Heights City | 0.9407553377% |
| Sturgis City | 0.0599318930% |
| Summit Township, Jackson County | 0.0147223455% |
| Superior Charter Township | 0.0121236785% |
| Taylor City | 0.3764778630% |
| Texas Charter Township | 0.0052063171% |
| Thomas Township | 0.0127113988% |
| Traverse City | 0.0620311385% |
| Trenton City | 0.0481846521% |
| Troy City | 0.2360199679% |
| Tuscola County | 0.4432240961% |
| Tyrone Township, Livingston County | 0.0096355544% |
| Union Charter Township | 0.0000512255% |
| Van Buren Charter Township | 0.0686867403% |
| Van Buren County | 0.7628971716% |
| Vienna Charter Township, Genesee County | 0.0086448035% |
| Walker City | 0.0577159947% |
| Warren City | 1.1744758071% |
| Washington Township, Macomb County | 0.0808853142% |
| Washtenaw County | 2.3763653602% |
| Waterford Charter Township | 0.2186201385% |
| Wayne City | 0.0837926529% |
| Wayne County | 10.1863863702% |
| West Bloomfield Charter Township | 0.2622681115% |

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| Local Government | Preliminary Allocation Percentage |
|-----------------------------|-----------------------------------|
| Westland City | 0.3261711153% |
| Wexford County | 0.2986947723% |
| White Lake Charter Township | 0.0585435626% |
| Wixom City | 0.0369421752% |
| Woodhaven City | 0.0571927749% |
| Wyandotte City | 0.0976772465% |
| Wyoming City | 0.2554463949% |
| Ypsilanti Charter Township | 0.0578793100% |
| Ypsilanti City | 0.0898598214% |
| Zeeland Charter Township | 0.0061508332% |
| Total | 100.000000003% |

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Exhibit C - Litigating Local Governments

| Local Government | Litigating Local Government | Filed in 2017 | Filed in 2018 | Filed in 2019 |
|-----------------------------|--|---------------|---------------|---------------|
| Ada Township | | 100000 | | |
| Adrian City | | | | |
| Alcona County | Yes | | √ | |
| Alger County | Yes | | √ | |
| Algoma Township | | | | |
| Allegan County | | | | |
| Allen Park City | | | | |
| Allendale Charter Township | | | | |
| Alpena County | Yes | | ✓ | |
| Alpine Charter Township | | | | |
| Ann Arbor City | | | | |
| Antrim County | Yes | | √ | |
| Antwerp Township | | | | |
| Arenac County | Yes | | ✓ | |
| Auburn Hills City | | | | |
| Bangor Charter Township | | | | |
| Baraga County | Yes | | √ | |
| Barry County | | | | |
| Bath Charter Township | | | | |
| Battle Creek City | | | | |
| Bay City | | | | |
| Bay County | Yes | | | V |
| Bedford Township | | | | |
| Benton Charter Township | | | | |
| Benzie County | Yes | | √ | |
| Berkley City | | | | |
| Berrien County | Yes | | V | |
| Beverly Hills Village | | | | |
| Big Rapids City | | | | |
| Birmingham City | | | | |
| Blackman Charter Township | | | | |
| Bloomfield Charter Township | | | | |
| Branch County | Yes | | ✓ | |
| Brandon Charter Township | | | | : |
| Brighton Township | | | | |
| Brownstown Charter Township | | | | |
| Burton City | | | | |
| Byron Township | A SANTANA MARKANIA MA | | | |
| Cadillac City | | | | |
| Caledonia Charter Township | | | | <u> </u> |
| Calhoun County | Yes | | | / |
| Cannon Township | | | | |
| Canton Charter Township | Yes | | _ | |
| Cascade Charter Township | | | | |
| Cass County | Yes | | / | |

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| Local Government | Litigating Local Government | Filed in 2017 | Filed in 2018 | Filed in 2019 |
|---------------------------------------|-----------------------------|---|---|---------------|
| Charlevoix County | Yes | | √ | |
| Cheboygan County | Yes | | | √ |
| Chesterfield Charter Township | | | | |
| Chippewa County | Yes | 1 | | |
| Clare County | | *************************************** | | |
| Clawson City | | | | |
| Clinton Charter Township | Yes | | V | |
| Clinton County | Yes | | √ | |
| Coldwater City | | | | |
| Commerce Charter Township | | | | |
| Comstock Charter Township | | | | |
| Cooper Charter Township | | | | |
| Crawford County | Yes | | 1/ | |
| Davison Township | 100 | | | |
| Dearborn City | | | | |
| Dearborn Heights City | | | | |
| Delhi Charter Township | | | | |
| Delta Charter Township | | | | |
| Delta Charter Township Delta County | Yes | - | | |
| | Yes | / | | |
| Detroit City | Yes | IV | | |
| Detroit Wayne Mental Health Authority | res | | | |
| Dewitt Charter Township | | | / | |
| Dickinson County | Yes | | | |
| East Bay Township | | | | |
| East Grand Rapids City | T 7 | | | |
| East Lansing City | Yes | | √ | |
| Eastpointe City | - | | , | |
| Eaton County | Yes | | <u> </u> | |
| Egelston Township | | | | |
| Emmet County | | | | |
| Emmett Charter Township | | | | |
| Escanaba City | Yes | √ | | |
| Farmington City | | | | |
| Farmington Hills City | | | | |
| Fenton Charter Township | | | | |
| Fenton City | | | | |
| Ferndale City | | | | |
| Flat Rock City | | | | |
| Flint Charter Township | | | | |
| Flint City | Yes | | | ✓ |
| Flushing Charter Township | | | | |
| Fort Gratiot Charter Township | | | | |
| Fraser City | | | | |
| Frenchtown Charter Township | | | | |
| Fruitport Charter Township | | | | |
| Gaines Township, Kent County | | | | |
| Garden City | | | | |
| Garfield Charter Township | | | | |
| Genesee Charter Township | | | | 1 |

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| Local Government | Litigating Local Government | Filed in 2017 | Filed in 2018 | Filed in 2019 |
|---|---|---------------|---------------|---------------|
| Genesee County | Yes | √ | | |
| Genoa Township | | | | |
| Georgetown Charter Township | | | | |
| Gladwin County | , | | | |
| Gogebic County | | | | |
| Grand Blanc Charter Township | | | | |
| Grand Haven Charter Township | | | | |
| Grand Haven City | | | | |
| Grand Rapids Charter Township | | | <u> </u> | |
| Grand Rapids City | Yes | | V | |
| Grand Traverse County | Yes | 1 | | |
| Grandville City | | | | |
| Gratiot County | Yes | | / | |
| Green Oak Township | 1 00 | | | |
| Grosse Ile Township | | | | |
| Grosse Pointe Park City | | | | 1 |
| Grosse Pointe Park City Grosse Pointe Woods City | | | | |
| | | | | |
| Hamburg Township | | | | |
| Hamtramck City | | | | |
| Harper Woods City | 17. | | | +, |
| Harrison Charter Township | Yes | | | √ |
| Hartland Township | | | | |
| Hazel Park City | | | | |
| Highland Charter Township | | | | |
| Highland Park City | | | | |
| Hillsdale County | Yes | | V | |
| Holland Charter Township | | | | |
| Holland City | | | | |
| Holly Township | | | | |
| Houghton County | Yes | | ✓ | |
| Huron Charter Township | Yes | | √ | |
| Huron County | | | | |
| Independence Charter Township | | | | |
| Ingham County | Yes | | ✓ | |
| Inkster City | | | | |
| Ionia City | | | | |
| Ionia County | Yes | | | √ |
| Iosco County | Yes | | V | |
| Iron County | Yes | | / | |
| Iron Mountain City | Yes | | / | |
| Isabella County | Yes | | / | |
| Jackson City | Yes | | / | |
| Jackson County | | | | |
| Kalamazoo Charter Township | | | | |
| Kalamazoo City | | | | |
| Kalamazoo County | Yes | | | 1 |
| Kalkaska County | 1 00 | | | 1 |
| Kent County | Yes | | 1 | 1/ |
| Kentwood City | 1 03 | | | |

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| Local Government | Litigating Local Government | Filed in 2017 | Filed in 2018 | Filed in 2019 |
|------------------------------------|-----------------------------|---------------|---------------------------------------|---------------|
| Keweenaw County | | | | |
| Lake County | Yes | | √ | |
| Lansing City | Yes | ✓ | | |
| Lapeer County | | | | |
| Leelanau County | Yes | | ✓ | |
| Lenawee County | Yes | | ✓ | |
| Lenox Township | | | | |
| Leoni Township | | | | |
| Lincoln Charter Township | 1000000 | | | |
| Lincoln Park City | | | | |
| Livingston County | Yes | | | ✓ |
| Livonia City | Yes | | V | |
| Luce County | Yes | | 1 | |
| Lyon Charter Township | | | | |
| Mackinac County | | | | |
| Macomb County | Yes | / | | |
| Macomb Township | 100 | | | |
| Madison Heights City | | | | |
| Manistee County | Yes | | / | |
| Marion Township, Livingston County | 1 03 | | | |
| Marquette City | | | | |
| | Yes | | / | |
| Marquette County | Yes | | \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ | |
| Mason County | 1 62 | | V | |
| Mecosta County | | | | |
| Melvindale City | | | | |
| Menominee County | | | | |
| Meridian Charter Township | | | | |
| Midland City | | | | |
| Midland County | | | | |
| Milford Charter Township | | | | |
| Missaukee County | | | | |
| Monitor Charter Township | | | | |
| Monroe Charter Township | | | | |
| Monroe City | | - 11 .1 | | |
| Monroe County | Yes | Bellwether | | |
| Montcalm County | Yes | | √ | |
| Montmorency County | Yes | | √ | |
| Mount Clemens City | | | | |
| Mount Morris Charter Township | 1444-00-00-00-0 | | | |
| Mount Pleasant City | | | | |
| Mundy Charter Township | | | | |
| Muskegon Charter Township | | | | |
| Muskegon City | | | | |
| Muskegon County | Yes | | √ | |
| Muskegon Heights City | | | | |
| New Baltimore City | | | | |
| Newaygo County | Yes | | ✓ | |
| Niles City | | | | |
| Niles Township | | | | |

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| Local Government | Litigating Local Government | Filed in 2017 | Filed in 2018 | Filed in 2019 |
|------------------------------|--------------------------------|---------------|---------------|---------------|
| Northville Charter Township | Yes | | V | |
| Norton Shores City | | | | |
| Novi City | | | | |
| Oak Park City | | | | |
| Oakland Charter Township | | | | |
| Oakland County | Yes | V | | |
| Oceana County | Yes | | 1 | |
| Oceola Township | | | | |
| Ogemaw County | Yes | | ✓ | |
| Ontonagon County | Yes | | V | |
| Orion Charter Township | | | | |
| Osceola County | Yes | | / | |
| Oscoda County | 100 | | <u> </u> | |
| Oshtemo Charter Township | | | | |
| Otsego County | Yes | | 1 | |
| | 1105 | | <u> </u> | |
| Ottawa County | | | | |
| Owosso City | | | | |
| Oxford Charter Township | | | | |
| Park Township, Ottawa County | 37 | | | / |
| Pittsfield Charter Township | Yes | | | |
| Plainfield Charter Township | | | | |
| Plymouth Charter Township | | | | / |
| Pontiac City | Yes | | | |
| Port Huron Charter Township | | | | |
| Port Huron City | | | | |
| Portage City | | | | |
| Presque Isle County | Yes | | √ | |
| Redford Charter Township | | | | |
| Riverview City | | | | |
| Rochester City | | | | |
| Rochester Hills City | | | | |
| Romulus City | Yes | | ✓ | |
| Roscommon County | Yes | | √ | |
| Roseville City | | | | |
| Royal Oak City | | | | |
| Saginaw Charter Township | | | | |
| Saginaw City | | | | |
| Saginaw County | Yes | √ | | |
| Sanilac County | Yes | | √ | |
| Sault Ste. Marie City | Yes | | √ | |
| Schoolcraft County | | | | |
| Scio Charter Township | | | | |
| Shelby Charter Township | | | | |
| Shiawassee County | Yes | | / | |
| South Lyon City | | | | |
| Southfield City | | | | |
| Southfield Township | | | | |
| Southgate City | | | | |
| Spring Lake Township | | | | |

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| Local Government | Litigating Local Government | Filed in 2017 | Filed in 2018 | Filed in 2019 |
|---|--------------------------------|---------------|---------------|---------------|
| Springfield Charter Township | | | | |
| St Clair County | Yes | | ✓ | |
| St Joseph County | | | | |
| St. Clair Shores City | | | | |
| Sterling Heights City | Yes | | | ✓ |
| Sturgis City | | | | |
| Summit Township, Jackson County | | | | |
| Superior Charter Township | | | | |
| Taylor City | | | | |
| Texas Charter Township | | | | |
| Thomas Township | | | | |
| Traverse City | Yes | | ✓ | |
| Trenton City | | | | |
| Troy City | | | | |
| Tuscola County | Yes | | √ | |
| Tyrone Township, Livingston County | | | | |
| Union Charter Township | | | | |
| Van Buren Charter Township | Yes | | ✓ | |
| Van Buren County | | | | |
| Vienna Charter Township, Genesee County | | | | |
| Walker City | | | | |
| Warren City | Yes | | | ✓ |
| Washington Township, Macomb County | | | | |
| Washtenaw County | Yes | | ✓ | |
| Waterford Charter Township | | | | |
| Wayne City | Yes | | ✓ | |
| Wayne County | Yes | √ | | |
| West Bloomfield Charter Township | | | | |
| Westland City | Yes | | ✓ | |
| Wexford County | Yes | | √ | |
| White Lake Charter Township | | | | |
| Wixom City | | | | |
| Woodhaven City | | | | |
| Wyandotte City | | | | |
| Wyoming City | | | | |
| Ypsilanti Charter Township | | | | |
| Ypsilanti City | | | | |
| Zeeland Charter Township | | | | |
| | al 87 | | | |

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Exhibit D - List of Reporting Local Governments

| Local Government | Reporting Local Government |
|-----------------------------|----------------------------|
| Ada Township | Yes |
| Adrian City | Yes |
| Alcona County | Yes |
| Alger County | Yes |
| Algoma Township | No |
| Allegan County | Yes |
| Allen Park City | Yes |
| Allendale Charter Township | Yes |
| Alpena County | Yes |
| Alpine Charter Township | No |
| Ann Arbor City | Yes |
| Antrim County | Yes |
| Antwerp Township | No |
| Arenac County | Yes |
| Auburn Hills City | Yes |
| Bangor Charter Township | No |
| Baraga County | Yes |
| Barry County | Yes |
| Bath Charter Township | Yes |
| Battle Creek City | Yes |
| Bay City | Yes |
| Bay County | Yes |
| Bedford Township | Yes |
| Benton Charter Township | Yes |
| Benzie County | Yes |
| Berkley City | Yes |
| Berrien County | Yes |
| Beverly Hills Village | Yes |
| Big Rapids City | Yes |
| Birmingham City | Yes |
| Blackman Charter Township | No |
| Bloomfield Charter Township | Yes |
| Branch County | Yes |

| Brandon Charter Township | Yes |
|---------------------------------------|-----|
| Brighton Township | No |
| Brownstown Charter Township | Yes |
| Burton City | Yes |
| Byron Township | No |
| Cadillac City | Yes |
| Caledonia Charter Township | No |
| Calhoun County | Yes |
| Cannon Township | No |
| Canton Charter Township | Yes |
| Cascade Charter Township | Yes |
| Cass County | Yes |
| Charlevoix County | Yes |
| Cheboygan County | Yes |
| Chesterfield Charter Township | Yes |
| Chippewa County | Yes |
| Clare County | Yes |
| Clawson City | Yes |
| Clinton Charter Township | Yes |
| Clinton County | Yes |
| Coldwater City | No |
| Commerce Charter Township | Yes |
| Comstock Charter Township | Yes |
| Cooper Charter Township | No |
| Crawford County | Yes |
| Davison Township | Yes |
| Dearborn City | Yes |
| Dearborn Heights City | Yes |
| Delhi Charter Township | Yes |
| Delta Charter Township | Yes |
| Delta County | Yes |
| Detroit City | Yes |
| Detroit Wayne Mental Health Authority | Yes |
| Dewitt Charter Township | Yes |
| Dickinson County | Yes |
| East Bay Township | No |

| East Grand Rapids City | Yes |
|-------------------------------|-----|
| East Lansing City | Yes |
| Eastpointe City | Yes |
| Eaton County | Yes |
| Egelston Township | No |
| Emmet County | Yes |
| Emmett Charter Township | No |
| Escanaba City | Yes |
| Farmington City | Yes |
| Farmington Hills City | Yes |
| Fenton Charter Township | No |
| Fenton City | Yes |
| Ferndale City | Yes |
| Flat Rock City | Yes |
| Flint Charter Township | Yes |
| Flint City | Yes |
| Flushing Charter Township | No |
| Fort Gratiot Charter Township | Yes |
| Fraser City | Yes |
| Frenchtown Charter Township | Yes |
| Fruitport Charter Township | Yes |
| Gaines Township | Yes |
| Garden City | Yes |
| Garfield Charter Township | No |
| Genesee Charter Township | Yes |
| Genesee County | Yes |
| Genoa Township | No |
| Georgetown Charter Township | No |
| Gladwin County | Yes |
| Gogebic County | Yes |
| Grand Blanc Charter Township | Yes |
| Grand Haven Charter Township | Yes |
| Grand Haven City | Yes |
| Grand Rapids Charter Township | No |
| Grand Rapids City | Yes |
| Grand Traverse County | Yes |

| Grandville City | Yes |
|-------------------------------|-----|
| Gratiot County | Yes |
| Green Oak Township | Yes |
| Grosse Ile Township | Yes |
| Grosse Pointe Park City | Yes |
| Grosse Pointe Woods City | Yes |
| Hamburg Township | Yes |
| Hamtramck City | Yes |
| Harper Woods City | Yes |
| Harrison Charter Township | Yes |
| Hartland Township | No |
| Hazel Park City | Yes |
| Highland Charter Township | Yes |
| Highland Park City | Yes |
| Hillsdale County | Yes |
| Holland Charter Township | Yes |
| Holland City | Yes |
| Holly Township | No |
| Houghton County | Yes |
| Huron Charter Township | Yes |
| Huron County | Yes |
| Independence Charter Township | Yes |
| Ingham County | Yes |
| Inkster City | Yes |
| Ionia City | Yes |
| Ionia County | Yes |
| Iosco County | Yes |
| Iron County | Yes |
| Iron Mountain City | No |
| Isabella County | Yes |
| Jackson City | Yes |
| Jackson County | Yes |
| Kalamazoo Charter Township | Yes |
| Kalamazoo City | Yes |
| Kalamazoo County | Yes |
| Kalkaska County | Yes |

| Kent County | Yes |
|---------------------------|-----|
| Kentwood City | Yes |
| Keweenaw County | Yes |
| Lake County | Yes |
| Lansing City | Yes |
| Lapeer County | Yes |
| Leelanau County | Yes |
| Lenawee County | Yes |
| Lenox Township | No |
| Leoni Township | No |
| Lincoln Charter Township | Yes |
| Lincoln Park City | Yes |
| Livingston County | Yes |
| Livonia City | Yes |
| Luce County | Yes |
| Lyon Charter Township | No |
| Mackinac County | Yes |
| Macomb County | Yes |
| Macomb Township | Yes |
| Madison Heights City | Yes |
| Manistee County | Yes |
| Marion Township | No |
| Marquette City | Yes |
| Marquette County | Yes |
| Mason County | Yes |
| Mecosta County | Yes |
| Melvindale City | Yes |
| Menominee County | Yes |
| Meridian Charter Township | Yes |
| Midland City | Yes |
| Midland County | Yes |
| Milford Charter Township | No |
| Missaukee County | Yes |
| Monitor Charter Township | No |
| Monroe Charter Township | No |
| Monroe City | Yes |

| Monroe County | Yes |
|-------------------------------|-----|
| Montcalm County | Yes |
| Montmorency County | Yes |
| Mount Clemens City | Yes |
| Mount Morris Charter Township | Yes |
| Mount Pleasant City | Yes |
| Mundy Charter Township | Yes |
| Muskegon Charter Township | Yes |
| Muskegon City | Yes |
| Muskegon County | Yes |
| Muskegon Heights City | Yes |
| New Baltimore City | Yes |
| Newaygo County | Yes |
| Niles City | Yes |
| Niles Township | Yes |
| Northville Charter Township | Yes |
| Norton Shores City | Yes |
| Novi City | Yes |
| Oak Park City | Yes |
| Oakland Charter Township | Yes |
| Oakland County | Yes |
| Oceana County | Yes |
| Oceola Township | No |
| Ogemaw County | Yes |
| Ontonagon County | Yes |
| Orion Charter Township | Yes |
| Osceola County | Yes |
| Oscoda County | Yes |
| Oshtemo Charter Township | No |
| Otsego County | Yes |
| Ottawa County | Yes |
| Owosso City | Yes |
| Oxford Charter Township | Yes |
| Park Township | No |
| Pittsfield Charter Township | Yes |
| Plainfield Charter Township | Yes |

| Plymouth Charter Township | Yes |
|------------------------------|-----|
| Pontiac City | Yes |
| Port Huron Charter Township | Yes |
| Port Huron City | Yes |
| Portage City | Yes |
| Presque Isle County | Yes |
| Redford Charter Township | Yes |
| Riverview City | Yes |
| Rochester City | Yes |
| Rochester Hills City | Yes |
| Romulus City | Yes |
| Roscommon County | Yes |
| Roseville City | Yes |
| Royal Oak City | Yes |
| Saginaw Charter Township | Yes |
| Saginaw City | Yes |
| Saginaw County | Yes |
| Sanilac County | Yes |
| Sault Ste. Marie City | Yes |
| Schoolcraft County | Yes |
| Scio Charter Township | No |
| Shelby Charter Township | Yes |
| Shiawassee County | Yes |
| South Lyon City | Yes |
| Southfield City | Yes |
| Southfield Township | No |
| Southgate City | Yes |
| Spring Lake Township | No |
| Springfield Charter Township | No |
| St Clair County | Yes |
| St Joseph County | Yes |
| St. Clair Shores City | Yes |
| Sterling Heights City | Yes |
| Sturgis City | Yes |
| Summit Township | Yes |
| Superior Charter Township | No |

| Taylor City | Yes |
|----------------------------------|-----|
| Texas Charter Township | No |
| Thomas Township | No |
| Traverse City | Yes |
| Trenton City | Yes |
| Troy City | Yes |
| Tuscola County | Yes |
| Tyrone Township | No |
| Union Charter Township | No |
| Van Buren Charter Township | Yes |
| Van Buren County | Yes |
| Vienna Charter Township | Yes |
| Walker City | Yes |
| Warren City | Yes |
| Washington Township | Yes |
| Washtenaw County | Yes |
| Waterford Charter Township | Yes |
| Wayne City | Yes |
| Wayne County | Yes |
| West Bloomfield Charter Township | Yes |
| Westland City | Yes |
| Wexford County | Yes |
| White Lake Charter Township | Yes |
| Wixom City | Yes |
| Woodhaven City | Yes |
| Wyandotte City | Yes |
| Wyoming City | Yes |
| Ypsilanti Charter Township | Yes |
| Ypsilanti City | Yes |
| Zeeland Charter Township | No |
| Total Reporting | 236 |
| Total Non-Reporting 43 | |

Exhibit E - Reserved

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Exhibit F - Reporting Template

Name of Subdivision: Person Completing Report Contact Information:

<Subdivision Name> <Name> <Email>

<Telephone>

Money Received from Opioid Settlements for Fiscal Year <Settlement>
Repeat as Necessary

<Amount Received>

<Date Received>

Money Expended from Opioid Settlements

<Opioid Remediation or Non-Opioid Remediation>*Repeat as Necessary*

<Expenditure Title or Agency Appropriated to>

<Amount>

<Description of Expenditure or Purpose of Appropriation>

State of Michigan

Michigan State-Subdivision Agreement for Allocation of Opioid Settlement Agreements

By: Mother L. Walker

Its: Assistant Attorney General