

Annex E-3

Rite Aid Opioid Personal Injury Trust Distribution Procedures

THIS DRAFT OF THESE TRUST DISTRIBUTION PROCEDURES REMAINS SUBJECT TO CONTINUING NEGOTIATIONS WITH ALL PARTIES IN INTEREST AND THE FINAL VERSION MAY CONTAIN MATERIAL DIFFERENCES. FOR THE AVOIDANCE OF DOUBT, NO PARTY HAS CONSENTED TO THIS VERSION AS THE FINAL FORM, AND ALL PARTIES RESERVE THEIR RESPECTIVE RIGHTS WITH RESPECT TO THIS DOCUMENT AND ANY RELATED DOCUMENTS.

RITE AID OPIOID PERSONAL INJURY TRUST DISTRIBUTION PROCEDURES FOR

PI

CLAIMS

These Rite Aid Opioid Personal Injury Trust Distribution Procedures (“**PI TDP**”) provide for resolving all PI Opioid Claims¹, as contemplated by the [Second Joint Chapter 11 Plan of Reorganization of Rite Aid Corporation and its Affiliated Debtors (the “**Plan**”)], and as provided in the Rite Aid Opioid Personal Injury Trust Agreement (“**PI Trust Agreement**”). The Plan, the Confirmation Order, and the PI Trust Documents establish the Rite Aid Opioid Personal Injury Trust (“**PI Trust**”). The trustee of the PI Trust (“**Trustee**”) shall implement and administer these PI TDP in accordance with the PI Trust Agreement and the PPOC Trust Documents. Holders of PI Opioid Claims are referred to herein as “**PI Claimants**.”²

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the [Plan] and the PI Trust Documents.

² The term "**PI Opioid Claim**" means any and all Present Private Opioid Claims against any of the Debtors held by a natural person (1) who timely filed a Personal Injury Tort Claimant Proof of Claim Form pursuant to the bar date order [Dkt. No. 703] prior to the General Claims Bar Date [defined as such in Plan?], and (2) listed an injury on question 10 of the Personal Injury Tort Claimant Proof of Claim Form. For the avoidance of doubt, NAS PI Claims are not PI Opioid Claims. The term "**PI Claimant**" includes each person holding a PI Opioid Claim. Any persons whose claims involve opioid use where the first use of a Qualifying Opioid is October 15, 2023 or later are not PI Claimants, do not have PI Opioid Claims and are not eligible to participate in this PI TDP.

DRAFT

Preliminary and Subject to Change

ARTICLE 1

INTRODUCTION

1.1 Purpose of the PI TDP. The goal of the PI Trust is to treat all holders of eligible present private opioid claims that may hold PI Opioid Claims equitably and in accordance with the requirements of the Plan, the Confirmation Order, the PI Trust Documents, and the Bankruptcy Code. This PI TDP furthers that goal by setting forth objective, efficient, and fair procedures for processing and paying eligible PI Opioid Claims.

1.2 Funding of the Trust. The PI Trust shall be funded in accordance with the Plan, the Confirmation Order, and the PI Trust Documents.

1.3 Interpretation. Except as may otherwise be provided below, nothing in this PI TDP shall be deemed to create a substantive right for any claimant. The rights and benefits provided herein, if any, to holders of PI Opioid Claims shall vest in such holders as of the Effective Date.

ARTICLE 2

PI TDP ADMINISTRATION

2.1 Claims Processor and Other Agents. Nothing in this PI TDP shall preclude the PI Trust from contracting with a third party to provide claims-processing, claims-audit, or other services to the PI Trust so long as decisions about the resolution of PI Opioid Claims are based on the relevant provisions of the Plan and this PI TDP, including the evidentiary criteria set forth herein. In accordance with the PI Trust Agreement, the Trustee may retain additional professionals, agents, and consultants to assist in carrying out the duties of the PI Trust.

2.2 PI Trust Advisory Committee. Pursuant to the Plan, the Confirmation Order, and the PI Trust Documents, the Trustee shall administer the PI Trust and this PI TDP in consultation

DRAFT

Preliminary and Subject to Change

with the PI Trust Advisory Committee (“**PI Committee**”). The duties of the PI Committee with respect to the PI Trust are set forth in the PI Trust Documents. The Trustee shall obtain the consent of the PI Committee on any amendments to this PI TDP and on such other matters as are otherwise required below and in the PI Trust Agreement (provided, for the avoidance of doubt, that no amendments to this PI TDP or any other document shall impair, modify or otherwise affect the efficacy, enforceability, scope or terms of releases or injunctions authorized under the Plan, the Confirmation Order, or other Releases in the Plan). The initial Trustee and the initial members of the PI Committee are identified in the PI Trust Agreement.

2.3 Consent and Consultation Procedures. In those circumstances in which consultation or consent is required, the Trustee shall provide written notice, which may be provided via email, to the PI Committee of the specific amendment or other action that is proposed. The Trustee shall not implement such amendment or take such action unless and until the parties have engaged in the Consultation Process or the Consent Process described in the PI Trust Agreement.

ARTICLE 3

OVERVIEW OF CLAIMS LIQUIDATION PROCEDURES

3.1 PI Trust Claims Liquidation Procedures.

(a) Claims Materials. The PI Trust shall distribute certain claims materials for all eligible PI Opioid Claims as and to the extent set forth in the Plan. The claims materials will include a (i) a HIPAA release form ("**HIPAA Release**"), substantially in the form of Exhibit A, (ii) an heirship declaration(s) ("**Heirship Declaration**"), substantially in the form of Exhibit B, which must be provided by any person seeking a Distribution from the PI Trust in the capacity of an heir when an Executor, Administrator, or Personal Representative of the Deceased Person's

DRAFT

Preliminary and Subject to Change

Estate has not been appointed by a Court, or, if an Executor, Administrator, or Personal Representative has been appointed by a Court, then the Court Order appointing such person, and (iii) claimant information sheet (“**Data Sheet**”),³ substantially in the form of Exhibit C. The claims materials may be amended by the Trustee with the consent of the PI Committee, so long as any such amendment is consistent with the terms of the PI Trust Agreement, the Plan, and the Confirmation Order and does not effect a change to the evidentiary criteria or the awards set forth in Sections 4.2, 4.3 and 5.1 below; provided, that no holder of a PI Opioid Claim who completed the claims materials in accordance with the then-applicable procedures shall be prejudiced by any amendment to the claims materials made after the date such holder of a PI Opioid Claim submitted claims materials.

(b) Determination of Compensability. The PI Trust will receive, process, and resolve PI Opioid Claims in accordance with this PI TDP and determine whether they are Allowed and therefore eligible to receive payment from the PI Trust, or Disallowed as defined in the Plan (any claims Disallowed hereunder, “**Disallowed Claims**”) and therefore not eligible for payment from the PI Trust. An “**Allowed PI Opioid Claim**” is a PI Opioid Claim that provides credible evidence that satisfies (as determined by the PI Trust) the evidentiary criteria set forth below, and is otherwise eligible for an offer of payment in accordance with this PI TDP.

(c) Treatment of Disallowed Claims. The PI Trust will not pay Awards to Disallowed Claims.

(i) Because the PI Trust will have limited funds, economic damages are not compensable. This PI TDP compensates only general pain and suffering. Nonetheless,

³ Note to Draft: Inclusion in Data Sheets of undertaking by claimants re providing additional information under consideration.

DRAFT

Preliminary and Subject to Change

all PI Opioid Claims are released, including both economic and non-economic or general damages. In no circumstance, shall the PI Trust assign any claim value for any punitive damages, exemplary damages, statutory enhanced damages, or attorneys' fees or costs (including statutory attorneys' fees and costs). Claims that involve no demonstrated use of Qualifying Opioids are not compensable by the PI Trust, regardless of the theory of liability.

(ii) The adjudication of a PI Opioid Claim under the liquidation procedures of this PI TDP shall be deemed to be an adjudication of that PI Opioid Claim and any associated PI Opioid Claims of the PI Claimant against any of the Debtors or related entities, regarding the same injuries that are the subject of its PI Opioid Claim. The portion of any Distribution from the PI Trust of an Award (under the liquidation procedures of this PI TDP) in respect of such PI Opioid Claim, if any, shall be deemed to be a Distribution in satisfaction and conclusive resolution of all of such holder's PI Opioid Claims against the Debtors. For clarity, any Distribution under this PI TDP does not waive or release any related claims a PI Claimant may have against other individuals or entities that are not Debtors.

(iii) No Claim submitted by a Co-Defendant (as defined in the Plan) will be deemed compensable by the PI Trust, and such claims shall not constitute PI Opioid Claims.

(iv) Any Claim channeled to the PI Trust under the Plan that does not satisfy the requirements to qualify as a PI Opioid Claim is and shall be, without any further action by the Trustee, Disallowed and released in full and the holder thereof shall have no recourse to, or right of recovery from, or any other rights against, the Trust, any other trust

DRAFT

Preliminary and Subject to Change

or sub-trust formed or funded pursuant to the Plan, any of the Debtors, or any of the Reorganized Debtors.

(d) Determination of Awards and Deductions. The PI Trust will liquidate and determine the gross amounts receivable on account of Allowed PI Opioid Claims (an “**Award**”) in accordance with this PI TDP. Awards will be a gross number *before* deduction of any allowed deductions or holdbacks, including, but not limited to, Trust administration costs as provided in the Trust Documents (the “**PI Trust Deductions and Holdbacks**”).

ARTICLE 4

PROCESSING AND RESOLUTION OF PI OPIOID CLAIMS BY THE PI TRUST

4.1 Processing of PI Opioid Claims.

(a) The Trustee shall set a deadline that is 60 days after the Effective Date to file a claim under this PI TDP (“**Claim Submission Deadline**”). PI Opioid Claims received after the Claim Submission Deadline will not qualify for payment absent a showing, to the satisfaction of and pursuant to the sole discretion of the Trustee, of extraordinary cause. In no event will groups of late claims be considered timely. The Trustee only has the discretion to consider late claims one at a time. Unless the Trustee finds extraordinary cause, late claims shall be Disallowed. In no event will any late claim be Allowed that is submitted more than 15 days after the Claim Submission Deadline, even if the Trustee finds extraordinary cause.

(b) To process PI Opioid Claims under this PI TDP, the PI Trust has the discretion to request additional documentation beyond that required by this PI TDP that is believed to be in the possession of the PI Claimant or his or her authorized agent or lawyer.

(c) The PI Trust will use appropriate accounting internal controls, technology and strategies to prevent the payment of fraudulent or otherwise invalid claims, while making the

DRAFT

Preliminary and Subject to Change

claims-submission process as simple as possible. Reasonable steps will be taken to mitigate fraud so as to ensure a fair and secure claims review and payment process, while not falsely flagging legitimate PI Opioid Claims.

(d) The PI Trust may investigate any PI Opioid Claim and may request information from any PI Claimant to ensure compliance with the terms outlined in this PI TDP and/or in connection with its cooperation obligations with RAD Sub-Trust B (“Sub-Trust B” and the trust agreement governing such trust, the “Sub-Trust B Trust Agreement”). The PI Trust may request a PI Claimant to execute an additional HIPAA Release to enable the PI Trust to directly obtain the PI Claimant's or Decedent's medical records for evaluation in accordance with this PI TDP.

(e) The Trustee has the sole discretion to determine if a PI Opioid Claim is Disallowed or to reduce or eliminate Awards on PI Opioid Claims being liquidated hereunder where the Trustee concludes that there has been a pattern or practice to circumvent full or truthful disclosure of information requested under this PI TDP or by the PI Trust to resolve a PI Opioid Claim.

4.2 General Criteria for Allowed PI Opioid Claims. To establish an Allowed PI Opioid Claim in accordance with this PI TDP, a PI Claimant must satisfy all of the following criteria on or before the Claim Submission Deadline:

(a) Have timely filed a Proof of Claim against one or more Debtors prior to the Claims Bar Date⁴;

⁴ Claims filed after the Claims Bar Date set by the Court are not eligible for payment under this PI TDP and shall be Disallowed.

DRAFT

Preliminary and Subject to Change

(b) Demonstrate that one or more of the Debtors filed a prescription for one of the qualifying prescribed opioids listed in Section 5.1(a) below (a "**Qualifying Opioid**") before October 15, 2023;

(c) Complete, sign and submit the HIPAA release form(s)⁵;

(d) If the PI Opioid Claim concerns the injuries of a Decedent, execute and submit an Heirship Declaration; and

(e) Complete and submit the Data Sheet.

4.3 Pro Rata Payment. Allowed PI Opioid Claims will be paid a simple pro rata share of the distributable proceeds held by the PI Trust based on the total number of timely Allowed PI Opioid Claims submitted (the "**Pro Rata Payment**"). In the event the PI Trust receives a distribution after its receipt of its portion of the Emergence Opioid Distribution (as defined in the Sub-Trust B Trust Agreement), the PI Trustee may adjust the amount of the Pro Rata Payment accordingly, and may make incremental distributions to holders of Allowed PI Opioid Claims in respect thereof. Disallowed Claims (whether because untimely, because a deficiency is not timely cured, because no evidence of use of a Qualifying Opioid was produced or for any other reason) will not receive any Awards and therefore will not impact calculation of pro rata payments. However, notwithstanding the foregoing, unless otherwise ordered by the Bankruptcy Court, where the PI Claimant is deceased or incompetent, and the discharge and payment of his or her claim must be approved by a court of competent jurisdiction or through a probate process prior to acceptance of the claim by the claimant's representative, an offer made by the PI Trust on the claim shall remain open so long as proceedings before that applicable court or in that applicable probate

⁵ PI Claimants who have already completed, signed and submitted a HIPAA release form(s) in connection with the Mallinckrodt PI Trust and/or the Endo PI Trust do not need to complete, sign and submit a HIPAA release form(s) again here.

DRAFT

Preliminary and Subject to Change

process remain pending; provided that the PI Trust has been furnished with evidence that or reasonably believes that the settlement offer has been submitted to such court or in the probate process for approval. If the offer is ultimately approved by the applicable court or through the probate process and accepted by the claimant's representative, the PI Trust shall pay the claim in the amount so offered.

ARTICLE 5

VALUATION OF AND EVIDENTIARY

REQUIREMENTS FOR ALLOWED CLAIMS

5.1 Evidentiary Requirements for Opioid Product Identification.

(a) List of Qualifying Opioids. The following list sets forth the Qualifying Opioids as required to establish an Allowed PI Opioid Claim pursuant to Section 4.2(b):

- Abstral (fentanyl)
- Actiq (fentanyl)
- Avinza (morphine sulfate extended-release capsules)
- Demerol (meperidine [also known as isonipecaine or pethidine])
- Dilaudid (hydromorphone [also known as dihydromorphinone])
- Duragesic (fentanyl transdermal system)
- Fentora (fentanyl)
- Hysingla (hydrocodone)
- Morphabond (morphine)
- Nucynta ER (tapentadol extended-release oral tablets)
- Onsolis (fentanyl)
- Oramorph (morphine)

DRAFT

Preliminary and Subject to Change

- Oxaydo (oxycodone)
- Roxanol-T (morphine)
- Sublimaze (fentanyl)
- Xtampza ER (oxycodone)
- Zohydro ER (hydrocodone)
- Anexsia (hydrocodone containing acetaminophen)
- Co-Gesic (hydrocodone containing acetaminophen)
- Embeda (morphine sulfate and naltrexone extended-release capsules)
- Exalgo (hydromorphone hydrochloride extended-release tablets)
- Hycet (hydrocodone containing acetaminophen)
- Hycodan (hydrocodone containing homatropine)
- Hydromet (hydrocodone containing homatropine)
- Ibudone (hydrocodone containing ibuprofen)
- Kadian (morphine sulfate extended-release tablets)
- Liquicet (hydrocodone containing acetaminophen)
- Lorcet (hydrocodone containing acetaminophen)
- Lortab (hydrocodone containing acetaminophen)
- Maxidone (hydrocodone containing acetaminophen)
- MS Contin (morphine sulfate controlled-release tablets)
- Norco (hydrocodone containing acetaminophen)
- Opana ER (oxymorphone hydrochloride extended-release tablets)
- OxyContin (oxycodone hydrochloride controlled-release tablets)
- Oxycet (oxycodone containing acetaminophen)

DRAFT

Preliminary and Subject to Change

- Palladone (hydromorphone hydrochloride extended-release capsules)
- Percocet (oxycodone containing acetaminophen)
- Percodan (oxycodone containing aspirin)
- Reprexain (hydrocodone containing ibuprofen)
- Rezira (hydrocodone containing pseudoephedrine)
- Roxicet (oxycodone containing acetaminophen)
- Targiniq ER (oxycodone containing naloxone)
- Tuzistra XR (codeine containing chlorpheniramine)
- Tylenol #3 and #4 (codeine containing acetaminophen)
- Vicodin (hydrocodone containing acetaminophen)
- Vicoprofen (hydrocodone containing ibuprofen)
- Vituz (hydrocodone containing chlorpheniramine)
- Xartemis XR (oxycodone containing acetaminophen)
- Xodol (hydrocodone containing acetaminophen)
- Zolvit (hydrocodone containing acetaminophen)
- Zydone (hydrocodone containing acetaminophen)
- Fentanyl (fentanyl extended-release transdermal system)
- Morphine sulfate (morphine sulfate extended-release capsules, morphine sulfate extended-release tablets)
- Oxymorphone hydrochloride (oxymorphone hydrochloride extended-release tablets)
- Any other prescription opioid product ***excluding*** Codeine products and medication-assisted treatment including but not limited to methadone, Tramadol, buprenorphine and naltrexone.

DRAFT

Preliminary and Subject to Change

(b) Acceptable Evidence for Establishing Use of Qualifying Opioids. All PI

Claimants must demonstrate a prescription (which contains the name of the PI Claimant or Decedent, as applicable) filled by one or more of the Debtors before October 15, 2023 for a Qualifying Opioid by submitting one of the following pieces of evidence:

(i) Pharmacy prescription records showing a prescription for a Qualifying Opioid which contains the name of the PI Claimant or Decedent, as applicable, filled by one or more of the Debtors before October 15, 2023;

(ii) Insurance company records showing a prescription for a Qualifying Opioid which contains the name of the PI Claimant or Decedent, as applicable, filled by one or more of the Debtors before October 15, 2023;

(iii) A photograph of the prescription bottle or packaging of one of the Qualifying Opioids with the name of the PI Claimant (or Decedent, as applicable) as the patient listed on the prescription label showing it was filled by one or more of the Debtors on or before October 15, 2023; or

(iv) A certification supplied by a Debtor, any of its successors or a third party at a Debtor's or one of its successors' upon request, or the PI Trust, indicating the customer loyalty programs, patient assistance programs (“PAPs”), copay assistance programs, or any other data otherwise available to the certifying entity reflects that the PI Claimant (or Decedent, as applicable) had at least one prescription for one of the Qualifying Opioids filled by one or more of the Debtors on or before October 15, 2023.

(v) The PI Trust shall have discretion to determine whether these requirements have been met so as to provide sufficient indicia of reliability that the PI Claimant or Decedent (as applicable) was prescribed and used Qualifying Opioids.

DRAFT

Preliminary and Subject to Change

(vi) Any PI Claimant who does not meet the requirements of Sections 4.2, 5.2(a), 5.2(a), and 5.2(b)(i-vi) is not entitled to full payment from the PI Trust.

5.2 Deficiencies and Opportunity to Cure.

(a) The PI Trust will develop policies and procedures to notify PI Claimants when a claim submitted for liquidation pursuant to this PI TDP is incomplete or otherwise deficient. The PI Trustee shall issue all deficiencies within 60 days of any timely Claim submission. If notified of a deficiency in the Claim Materials or evidence submitted to the PI Trust, the deficiency must be cured no later than 15 days after the deficiency notice has been sent to the Claimant, to be deemed an Allowed PI Opioid Claim. Failure to do so shall cause the Trustee to deem the PI Claimant a Disallowed Claim.

(b) If the deficiency is timely cured to the satisfaction of the PI Trust, no deduction or penalty will be assessed to an otherwise qualifying PI Opioid Claim.

5.3 [RESERVED].

5.4 [RESERVED].

5.5 Claims Audit Program.

(a) In General. Within 30 days of the Effective Date, the Trustee, with the consent of the PI Committee, shall develop methods for auditing the reliability of the evidence and statements made in claims submitted to the PI Trust and approved for an offer of payment (a claims audit program). The PI Trust may retain an independent third-party to implement the audit program. In the event that the PI Trust reasonably determines that any individual or entity has engaged in a pattern or practice of providing unreliable evidence to the PI Trust, it may decline to accept additional evidence from such provider in the future.

DRAFT

Preliminary and Subject to Change

(b) Assessment of Additional Information. To the extent that the PI Trust or the entity overseeing the claims audit program believe that it is relevant, nothing herein shall preclude the PI Trust or the entity overseeing the claims audit program, in the PI Trust's sole discretion, from reviewing or taking into consideration other claims filed in state or federal court complaints or against other trusts. Any PI Claimant subject to the claims audit program shall cooperate and, if requested, provide the PI Trust or the entity overseeing the claims audit program with a HIPAA Release that authorizes the PI Trust to obtain medical and other records to verify the claim.

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

5.6 Costs Considered. Notwithstanding any provision of this PI TDP to the contrary, the Trustee shall give appropriate consideration to the cost of investigating and uncovering invalid PI Opioid Claims so that the payment of Allowed PI Opioid Claims is not further impaired by such processes with respect to issues related to the validity of the evidence supporting a claim. The Trustee shall have the latitude to make judgments regarding the amount of costs to be expended by the PI Trust so that Allowed PI Opioid Claims are not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Trustee, in appropriate circumstances, from contesting the validity of any claim against the PI Trust whatever the costs, or declining to

DRAFT

Preliminary and Subject to Change

accept medical evidence from sources that the Trustee has determined to be unreliable pursuant to the claims audit program described herein or otherwise.

5.7 Reasonable Deadline Extension. The Trustee may reasonably extend the deadlines established herein with the consent of the PI Committee.

ARTICLE 6

CONFIDENTIALITY

6.1 Confidentiality of Claimants' Submissions.

(a) In General. All submissions to the PI Trust by a holder of a PI Opioid Claim, including any Claim Form and materials related thereto, shall be treated as made in the course of settlement discussions between the holder and the PI Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges and protections, including but not limited to those directly applicable to settlement discussions.

(b) Authorized Disclosures.

(i) Claimant Consent and Subpoenas. The PI Trust will preserve the confidentiality of submissions to the PI Trust and PI Trust decisions thereon, and shall disclose the contents thereof only to such other persons as authorized by the holder or in response to a valid subpoena of such materials issued by the Bankruptcy Court, a Delaware state court, the United States District Court for the District of Delaware, or the United States District Court for the District of New Jersey overseeing the Plan. The PI Trust shall provide the PI Claimant or counsel for the PI Claimant a copy of any such subpoena immediately upon being served; provided, however, that if a subpoena seeks records or information pertaining to more than fifty (50) PI Claimants, the PI Trust may instead first provide a copy of the subpoena to counsel for the PI Committee and delay providing a copy

DRAFT

Preliminary and Subject to Change

of the subpoena to counsel for individual PI Claimants until, in the Trustee's judgment, it appears likely that information or records relating to the holders may have to be produced in response to the subpoena. In such a case, the PI Trust shall ensure that the notice that is provided to counsel for the holders allows such counsel sufficient time to object to the production. The PI Trust shall on its own initiative or upon request of the PI Claimant in question take all necessary and appropriate steps to preserve said privileges before the Bankruptcy Court, a Delaware state court, the United States District Court for the District of Delaware, or the United States District Court for the District of New Jersey and before those courts having appellate jurisdiction related thereto. Notwithstanding the foregoing, the Trustee or his professional agents, or consultants may disclose the amount of any Award to the Future PI Trustee or his professionals, agents or consultants.

(ii) Other Required Disclosures. Notwithstanding anything in the foregoing to the contrary, with the consent of the PI Committee, the PI Trust may, in specific limited circumstances, disclose information, documents or other materials reasonably necessary in the PI Trust's judgment to preserve, litigate, resolve, or settle coverage, or to comply with an applicable obligation under an insurance policy or settlement agreement, or as required in connection with a lien-resolution program or lien-resolution laws (including those relating to Medicare liens); provided, however, that the PI Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of such information, documents and materials, and prior to the disclosure of such information, documents or materials to a third party, the PI Trust shall receive from such third party a written agreement of confidentiality that (a) ensures that the information, documents and materials provided by the PI Trust shall be used solely by the receiving

DRAFT

Preliminary and Subject to Change

party for the purpose stated in the agreement and (b) prohibits any other use or further dissemination of the information, documents and materials by the third party except as set forth in the written agreement of confidentiality.

(c) Claimant Discovery Obligations. Nothing in this PI TDP, the Plan, the Confirmation Order, or the PI Trust Agreement expands, limits or impairs the obligation under applicable law of a PI Claimant to respond fully to lawful discovery in any underlying civil action regarding his or her submission of factual information to the PI Trust for the purpose of obtaining compensation for opioid-related injuries from the PI Trust.

(d) Secure Destruction Upon Termination. As part of the process by which the PI Trust's activities are wound-down in connection with termination of the PI Trust, and once the Trustee has determined that there is no legitimate reason to retain PI Opioid Claims records submitted by PI Claimants, the PI Trust shall securely destroy all records containing personal information about PI Claimants or other individuals identified in the PI Opioid Claims records. The destruction of such records shall comply with Delaware law and any applicable federal laws that may apply to the information contained within the records, such that any personal or individual-identifying information is rendered unreadable, undecipherable, and inaccessible. Following such destruction, the Trustee shall file a certification with the Bankruptcy Court attesting to the PI Trust's compliance with this provision.

DRAFT

Preliminary and Subject to Change

ARTICLE 7

[RESERVED]

ARTICLE 8

DISTRIBUTIONS FOR THE BENEFIT OF MINORS

8.1 Procedures Regarding Distributions for the Benefit of Minor Claimants. The following procedures apply to any PI Claimant who is a minor under applicable law (a "**Minor Claimant**") for so long as the PI Claimant remains a minor under applicable law.

8.2 Actions by Proxy of Minor Claimant.

(a) A Minor Claimant's custodial parent, his/her legal guardian under applicable law (a "**Guardian**"), or an adult providing custody and care to the minor (any of the foregoing acting on behalf of the Minor Claimant, the "**Proxy**") is authorized to make submissions on behalf of the Minor Claimant under the PI TDP, subject to Section 8.2(b) below.

(b) The Proxy shall be responsible for submitting, on behalf of such Minor Claimant, all required forms under the PI TDP, including the claim, as well as any evidence required by the PI Trust to support the Claim Form, and any other documentation required or requested pursuant to the Governing Order and Filings or the PI TDP.

(c) The Proxy is authorized to take, on behalf of a Minor Claimant, all actions under the PI TDP that the Minor Claimant would be authorized to take if such Minor Claimant were an adult.

8.3 Establishing Proxy of a Minor Claimant.

(a) Any purported Proxy making a submission to the PI Trust on behalf of a Minor Claimant shall include along with such submission documentation of his/her authority to act on behalf of the Minor Claimant, consisting of the following:

DRAFT

Preliminary and Subject to Change

(i) If the purported Proxy is the Guardian of the Minor Claimant, then the court order appointing that Proxy as Guardian, or other documents reasonably acceptable to the PI Trust as sufficient under applicable law to evidence the guardianship.

(ii) If the purported Proxy is the custodial parent of the Minor Claimant, then a statement under penalty of perjury that such Proxy is the custodial parent of the Minor Claimant.

(iii) If the purported Proxy is neither the Guardian nor custodial parent of the Minor Claimant, then a statement under penalty of perjury by the purported Proxy that he/she is providing custody and care to the Minor Claimant, stating for how long he/she has been providing such care and custody, explaining his/her relationship to the Minor Claimant and the circumstances around the provision of care and custody, as well as a statement and/or records from one or more of the following in support of his/her statement under penalty of perjury:

- (A)** Minor Claimant's school;
- (B)** Purported Proxy's landlord or property manager;
- (C)** Minor Claimant's health provider;
- (D)** Minor Claimant's child care provider;
- (E)** Purported Proxy's placement agency;
- (F)** Governmental social services agency;
- (G)** Indian tribe officials; or
- (H)** Purported Proxy's Employer.

(iv) Whether the purported Proxy is a Guardian, custodial parent, or neither, the PI Trust may require additional corroborating evidence at its discretion,

DRAFT

Preliminary and Subject to Change

including in the event that instructions are received from more than one purported Proxy for the same Minor Claimant.

8.4 Distributions for Minor Claimants. A Proxy, who has, pursuant to Section 8.3 of the PI TDP, established to the reasonable satisfaction of the Claims Administrator that they are the custodial parent or Guardian of the Minor Claimant or is providing custody and care to the Minor Claimant, will receive the amount of the net award to the Minor Claimant as set forth in accordance with the terms of this TDP upon receipt by the Claims Administrator of, in addition to all other required materials, a sworn statement by the Proxy attesting to the following: (a) that the Proxy is financially responsible for the Minor Claimant's welfare; (b) that all funds received by the Proxy from the Early Distribution will be used for the direct benefit and welfare of the Minor Claimant; and (c) that the Proxy has agreed to account for and demonstrate, if requested by the Trustee, a court of law, government official or the Minor Claimant, that all funds received by the Proxy have been used for the direct benefit and welfare of the Minor Claimant, or the amount of such funds that are in the possession of the Proxy which have yet to be expended for such purpose.

8.5 Payments of attorneys' fees.

(a) Within a reasonable period following receipt of notice of the final distributable amount on a Minor Claimant's PI Opioid Claim, and using forms to be provided by the PI Trust or the Debtors, the Minor Claimant's counsel shall submit to the PI Trust, with a copy to the Proxy, a request for payment of legal fees and expenses from the Minor's recovery.

(b) It is the Minor Claimant's attorney's duty to comply with all ethical and legal rules respecting such legal fees and expenses, and the PI Trust is permitted to rely upon such representation in issuing payments in respect of such fees and expenses.

DRAFT

Preliminary and Subject to Change

(c) Absent objection from the Proxy with respect to such asserted fees and expenses, the PI Trust shall remit payment to the Minor Claimant's attorney in accordance with the latter's request.

EXHIBIT A - HIPAA RELEASE

[see attached]

Preliminary and Subject to Change

HIPAA RELEASE FORM FOR RITE AID OPIOID PI TRUST DISTRIBUTION PROCEDURES

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

Claimant Name: _____ Date: _____

Date of Birth: _____ Soc. Sec. No. _____

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

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

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

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

Dates of Services - From: _____ To: _____

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

Preliminary and Subject to Change

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

Patient or Legal Representative

Date

Relationship to Patient (If signed by Legal Representative)

DRAFT

Preliminary and Subject to Change

EXHIBIT B – HEIRSHIP DECLARATION

[see attached]

Preliminary and Subject to Change

**HEIRSHIP DECLARATION FOR RITE AID OPIOID PERSONAL INJURY TRUST
DISTRIBUTION PROCEDURES**

SWORN DECLARATION AND RELEASE

Any holder of a Personal Injury Claim (a “**PI Claimant**”) regarding the opioid-related death of another person (the “**Decedent**”), or because of the death of the Decedent before the PI Claim is paid, is required to complete this declaration if the PI Claimant has not been named as the executor/administrator of the Decedent’s estate by a probate court. Moreover, the PI Claimant must also provide notice to any other beneficiary who may be entitled to receive a portion of the distribution of this case to ensure that all potential beneficiaries have received fair and proper notice of this distribution.

I. Decedent Information

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

II. PI Claimant Information

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

III. Authority to Receive a Distribution

I, _____, a PI Claimant, have authority to act on behalf of Decedent for one of the following reasons (please select *one* and provide the applicable documentation):

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

III. Authority to Receive a Distribution (continued)

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

IV. Notice to Heirs and Beneficiaries of Decedent
(Attach additional sheets if needed)

Use the space below to identify the name and address of all persons who may have a legal right to share in any settlement payment on behalf of the claim of the Decedent. Also state if and how you notified these persons of the settlement, or the reason they cannot be notified.

	Name:	Information:	
1.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<p>___ Yes. How notified: _____</p> <p>___ No. Why not notified: _____</p> <p>_____</p>
2.		Address	
		Relationship to Decedent	
		Notified of Settlement?	<p>___ Yes. How notified: _____</p> <p>___ No. Why not notified: _____</p> <p>_____</p>

IV. Notice to Heirs and Beneficiaries of Decedent (continued)

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

V. PI Claimant Certification – Sworn Declaration

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

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

V. PI Claimant Certification – Sworn Declaration (Continued)

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

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

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

Signature:		Date:	
-------------------	--	--------------	--

EXHIBIT C – DATA SHEET

[see attached]

RITE AID OPIOID PERSONAL INJURY TRUST DATA SHEET

This Rite Aid Opioid Personal Injury Trust Data Sheet PI Trust Data Sheet (“**PI Trust Data Sheet**”) must be completed by each PI Claimant seeking an Award from the Rite Aid Opioid Personal Injury Trust (the “**PI Trust**”) on a PI Claim.

FAILURE TO SUBMIT THIS PI TRUST DATA SHEET AS PROVIDED IN THE RITE AID OPIOID PERONAL INJURY TRUST DISTRIBUTION PROCEDURES ("PI TDP") MAY CAUSE THE PI CLAIM TO BE DEEMED NON-COMPENSABLE UNDER THE PI TDP.

This data sheet is to be completed for only ONE Personal Injury (PI) Claimant. If you represent more than one PI Claimant, then complete a data sheet for each one. One PI Trust Data Sheet submitted for a PI Claim shall be deemed to be a PI Trust Data Sheet in respect of that PI Claim and also any PI Claims against a Released Person that are associated with that PI Claim.

Follow the instructions of each section carefully to ensure that your PI Trust Data Sheet is submitted correctly. If any section does not pertain to your claim, leave it blank. Except as otherwise indicated, all words shall be given their ordinary, dictionary meaning. Submitting this PI Trust Data Sheet does not guarantee that you will receive payment from the PI Trust. Whether you will receive payment depends on whether you provide the required submissions, as set forth in the PI TDP and whether your claim meets the eligibility requirements set forth in the PI TDP.

PI Claim Submission

You must submit this PI Trust Data Sheet along with your HIPAA Form and Evidence for Establishing Use of a Qualifying Opioid as outlined in the PI TDP.

Also, if the individual the claim is being filed on behalf of is deceased, then a Death Certificate with Estate Documents or Heirship Declaration should be provided as well.

Claims can be submitted online at riteaidpitrust.com or you may submit the completed PI Claim by emailing it to riteaidpitrust@riteaidpitrust.com, mailing it to Rite Aid PI Trust, P.O. Box 361930, Hoover, Alabama, 35236-1930 or faxing it to 205-716-2364.

=====

PERSONAL INFORMATION OF PI CLAIMANT

Please fill out only one of the following sections (Section A or B).

- If you hold a PI Claim arising from your own purchase of a qualified opioid prescription filled by Rite Aid (or if such holder is alive and you are completing this Data Sheet as his/her representative), fill out Section A.
- If you hold a PI Claim due a deceased person's purchase of a qualified opioid prescription filled by Rite Aid (or you are completing this Data Sheet on behalf of such a holder as his/her representative), fill out Section B.

Preliminary and Subject to Change

Section A: If you hold a PI Claim arising from your own purchase of a qualified opioid prescription filled by Rite Aid (or if such holder is alive and you are completing this Data Sheet as his/her representative), then please fill out the information below:

Claimant's Name: _____

Claimant's Date of Birth: _____

Claimant's Address: _____

Claimant's Social Security Number or
Taxpayer ID or Social Insurance Number (Canada): _____

Representative Name (if applicable): _____

Legal Authority for Representative (if applicable): _____
(e.g., POA, Legal Guardian, Conservator)

Section B: If you are filing a PI Claim for a deceased person with a claim due to the deceased person's purchase of a qualified opioid prescription filled by Rite Aid, or you are completing this Data Sheet as the representative of an individual with a claim for a deceased person's purchase of a qualified opioid prescription filled by Rite Aid, please fill out the information below:

Deceased Person With Prescription Filled by Rite Aid: _____

Date of Birth of Deceased Person: _____

Date of Death: _____

Social Security Number (or Taxpayer ID or
Social Insurance Number (Canada)) of the Deceased Person: _____

Name of Claimant Filing Claim on behalf of
the Deceased Person: _____

Claimant's Address: _____

Claimant's Relationship to the Deceased Person: _____
(i.e., parent, sibling, child, spouse, etc.)

Representative Name (if applicable): _____

Legal Authority for Representative (if applicable): _____
(e.g., POA, Legal Guardian, Conservator)

If a Court has appointed you as Executor, Administrator or Personal Representative of the Deceased Person's Estate, then submit the Court Order so appointing you along with your PI Trust Data Sheet. If a Court has not appointed you as Executor, Administrator, or Personal Representative of the Deceased Person's Estate, then also complete and submit the Heirship Declaration.