

Exhibit D
Settling States Plan for Acceptance and Delivery of Settlement Product

1. Completion of the Settlement Product Election Form

Within thirty (30) days of the Effective Date, each Settling State must execute and return to Amneal and the Settlement Fund Administrator the Settlement Product Election Form as set forth below in this Exhibit D if it elects to convert all or any portion of the Settlement Product allocated to the Settling State (“Settlement Product Allocation”)

To the extent that a State does not elect to receive its full Settlement Product Allocation, a State may amend its Settlement Product Election Form to increase its Settlement Product amount (“Settlement Product Election”) before the State’s Settlement Product Allocation is converted to cash value by executing and return an amended Settlement Product Election Form, and Amneal agrees to work in good faith to fulfill such additional Purchase Orders consistent with this amended Settlement Product Election. For the avoidance of doubt, a State may not amend its Settlement Product Election Form to subsequently decrease its Settlement Production Election.

2. Settlement Product Allocation

The Parties agree that the total WAC value of the Settlement Product to be provided to a Settling State under this Agreement is that Settling State’s allocated percentage (as set forth in Exhibit F to this Agreement) of \$177,400,000 and that for purposes of this Agreement the WAC value per twin-pack of Settlement Product is \$125. Each Settling State’s maximum allocation of Settlement Product is reflected in Schedule D-1 (“Settling State’s Maximum Allocation”).

Settling States that do not make a Settlement Product Election within 30 days of the Effective Date shall be deemed to have elected the full Settlement Product and to have elected not to convert any portion of the Settlement Product into cash value.

For the Settling States that elect to receive Settlement Product, Amneal will use reasonable best efforts to provide such product over the first four (4) years of the Agreement.

To the extent that a Settling State does not request a Settling State’s Maximum Allocation,¹ the difference in quantity of Settlement Product between the Settling State’s Maximum Allocation and the State’s Product Election Amount will be converted (the “Converted Quantity”) into a cash value equaling twenty-five percent (25%) of the WAC value of the Converted Quantity (“Settlement Product Cash Conversion Amount”).

A Settling State shall not request quantities of Settlement Product that exceed the Product Election Amount.

¹ As explained in Section XIV.C of the parties’ Agreement, if a Settling State does not elect to receive its Maximum Allocation, such Settling State may submit a new or updated Settlement Product Election Form in lieu of converting the outstanding portion of Settlement Product to cash value and Amneal and the Settling States agree to work in good faith to maximize the availability of Settlement Product.

3. Calculation and Payment of Cash Conversion Amount

A Settling State that elects to receive its full Settlement Product Cash Conversion Amount will receive 25% of the State's Settlement Product Cash Conversion Amount in each of Payment Years 7-10.

For example, assume State X is allocated \$10 million in Settlement Product at WAC, which would convert to a \$2.5 million in Settlement Product Cash Conversion Amount (based on the 25% conversion rate). Therefore, State X would receive \$2.5 million in Settlement Product at WAC annually over 4 years or \$2.5 million to be payable annually in four payments of \$625,000 in Payment Years 7-10 if it elected to receive its full Settlement Product Cash Conversion Amount. If that Settling State elects to receive a partial allocation of Settlement Product, the elected portion shall decrease Amneal's payment in earliest years to later years. For example, if State X elects to receive \$4,000,000 in settlement product (resulting in a Settlement Cash Conversion Amount of \$1,000,000), Amneal shall make payments to the Settling State in the following amounts: (1) Year 7: \$0; (2) Year 8: \$250,000; (3) Year 9: \$625,000 and (4) Year 10: \$625,000 for a total amount of \$1,500,000 to the State.

4. Orders, Purchase Order Fulfillment, Distribution & Delivery

Orders to AMNEAL

The Office of the Attorney General, or a state office, agency, officer or official designated by the Office of the Attorney General, on behalf of each Settling State, shall have the right to place periodic purchase orders setting forth the quantity of the Settlement Product to be delivered and the Settling State's desired delivery date (each, a "Purchase Order"). Not less than six (6) months prior to its desired first delivery date, the Settling State will issue its first Purchase Order. Thereafter, the Settling State shall place periodic Purchase Orders not to exceed two (2) Purchase Orders per each quarter of each calendar year to Amneal for fulfillment of Settlement Product over the first four (4) years of the Agreement.

Each Purchase Order from the Settling State shall be directed to opioidsettlementorders@amneal.com. The Settling State shall designate, in each Purchase Order, up to two (2) delivery locations within the Settling State that will receive the Settlement Product on behalf of the Settling State ("Delivery Location"). To the extent the Delivery Location has special instructions (i.e. that the Delivery Location has a loading dock, etc.), the Settling State shall provide this information to Amneal when making the initial Purchase Order.

Fulfillment of Purchase Orders by AMNEAL

Purchase Orders submitted to Amneal on behalf of a Settling State pursuant to this Agreement shall in all respects be processed and filled by Amneal as though such Purchase Orders had been submitted by Amneal's regular paying customers, except to the extent inconsistent with the terms of this Agreement.

For all subsequent Purchase Orders received, after a Settling State's first Purchase Order, Amneal will use its good faith efforts to deliver Settlement Product within three (3) months of Amneal's

receipt of the applicable Purchase Order for Settlement Product, at no cost to the Settling State. In the event Settlement Product is unavailable due to manufacturing constraints, Amneal will make commercially reasonable good faith efforts to provide Settlement Product as soon as reasonably possible and to keep each Settling State informed of the product's manufacturing status.

Amneal shall respond to the Settling State's Purchase Order request within seven (7) calendar days confirming the order. For each Purchase Order received, Amneal shall provide the Settling State with estimated delivery dates for receipt of the Settlement Product. Amneal will use good faith efforts to deliver Settlement Product with at least twelve (12) months remaining shelf life.

Amneal is willing to receive Purchase Orders that would result in quantities of Settlement Product being ordered during a calendar year that exceed 25% of the Settling State's Product Election. In the event a Settling State orders quantities of Settlement Product in a given calendar year that equate to less than 25% of its Product Election, it will not be permitted to order any shortfall during any subsequent calendar year.

For purposes of this Agreement, the term "Force Majeure Event" means any event reasonably beyond the control of Amneal, including wars, hostilities, revolution, riots, civil commotion, national emergency, unavailability of supplies, epidemics, fire, flood, earthquake, force of nature, explosion, terrorist act, embargo, or any act of God, or any law, proclamation, regulation, ordinance, or other act or order of any court or governmental authority. In the event of a Force Majeure Event or other inability to supply any order made by a Settling State for Settlement Product, Amneal shall promptly provide written notice to the Settling State. Amneal and the Settling State shall meet and confer within seven (7) days of such written notice to establish a commercially reasonable plan to resolve any inability to supply as quickly as reasonably possible.

Delivery to State-Designated Facility

Delivery of the Settlement Product shall occur no more than five (5) business days after the shipment date. Should delivery within this deadline not occur, Amneal agrees to notify the Settling State in writing and to work in good faith to resolve shipping or delivery issues that may arise.

Shipping shall occur in the same manner that Amneal regularly ships this Settlement Product and any damages to the Settlement Product or other shipping damages or liability arising prior to receipt of the Settlement Product by the Settling State shall be fully the responsibility of Amneal. Should damage to Settlement Product occur during shipping, Amneal agrees to re-ship the amount damaged promptly and at no cost to the Settling State.

The Settling State shall ensure that the Delivery Location (i) has appropriate storage accommodations and (ii) complies with all applicable state and federal laws surrounding receipt of the Settlement Product. The Settling State reserves the right to designate different Delivery Locations within its state during the pendency of this Agreement at its discretion.

Should the Settling State determine that an alternate Delivery Location will receive the Settlement Product during the pendency of this Agreement, the Settling State shall notify Amneal in writing through the Purchase Order.

The Settling State shall inspect the Settlement Product within ten (10) business days upon arrival

at the Delivery Location. If the Settling State identifies damages to the Settlement Product during the inspection, the Settling State will notify Amneal and Amneal agrees to work in good faith to replace the damaged Settlement Product promptly. If the Settling State identifies a shortage in the shipment of Settlement Product during the inspection, the Settling State will notify Amneal and Amneal agrees to work in good faith to ship the missing Settlement Product promptly. The Settling State will ship any damaged Settlement Product in accordance with Amneal's instructions. The Settling State will destroy and dispose of expired or otherwise unusable Settlement Product in accordance with all applicable laws, rules and regulations.

Delivery of the Settlement Product is complete when Amneal delivers all units of a particular order to a Delivery Location and when both parties or their designees sign an invoice confirming the amount of units of Settlement Product received by the Settling State.

5. Distribution by State

The Settling State may distribute the Settlement Product throughout its state at its sole discretion. The time, place, and manner of any distribution of the Settlement Product by the Settling State will be determined solely by the Settling State. The Settling State will comply with any state or federal laws regarding the distribution of the Settlement Product.

The Settling State retains the right to alter its distribution plan according to the Settling State's needs, including the right to store the Settlement Product at a state facility for any length of time. The Settling State may distribute the Settlement Product as it deems best to address the opioid-related public health crisis in its state, and alteration of distribution to recipients shall be at the sole discretion of the Settling State without regard to the preferences or recommendations of Amneal.

Settlement Product Election Form

State	
Attorney General	
Address:	
City, State, Zip:	
Phone:	
Email:	

As of the date the Settling State submits this Settlement Product Election Form, the Settling State identified above, acting through the undersigned Attorney General, or other state office, agency, officer or official designated by the Attorney General hereby elects to receive:

_____ % of the Settling State's Settlement Product (Product Election Amount)

_____ % of the Settling State's Settlement Product converted to a cash value (Converted Quantity)

100 % Total

The cash value of Settlement Product is equal to twenty-five percent (25%) of the WAC value of the Settling State's Converted Quantity.

I have all necessary power and authorization to execute this Settlement Product Election Form on behalf of the Settling State.

Signature: _____

Name: _____

Title: _____

Date: _____

Schedule D-I

Settling States' Maximum Allocation

<u>State</u>	<u>Exhibit F Allocation Percentages</u>	<u>Total Maximum Quantity</u>	<u>Total WAC Value</u>
Alabama	1.6749359620%	23,771	\$2,971,336.40
Alaska	0.2800553706%	3,975	\$496,818.23
American Samoa	0.0176064408%	250	\$31,233.83
Arizona	2.3755949882%	33,714	\$4,214,305.51
Arkansas	0.9908069375%	14,062	\$1,757,691.51
California	9.9213830698%	140,804	\$17,600,533.57
Colorado	1.6616291219%	23,582	\$2,947,730.06
Connecticut	1.3777306741%	19,553	\$2,444,094.22
Delaware	0.5382095063%	7,638	\$954,783.66
District of Columbia	0.2227370286%	3,161	\$395,135.49
Florida	7.0259134409%	99,712	\$12,463,970.44
Georgia	2.7882080114%	39,570	\$4,946,281.01
Guam	0.0529970738%	752	\$94,016.81
Hawaii	0.3541511774%	5,026	\$628,264.19
Idaho	0.5494556156%	7,798	\$974,734.26
Illinois	3.3263363702%	47,207	\$5,900,920.72
Indiana	2.2168933059%	31,462	\$3,932,768.72
Iowa	0.7693951105%	10,919	\$1,364,906.93
Kansas	0.8186175698%	11,618	\$1,452,227.57
Kentucky	2.1812419745%	30,956	\$3,869,523.26
Louisiana	1.5515234307%	22,019	\$2,752,402.57
Maine	0.5964619915%	8,465	\$1,058,123.57
Maryland	2.1106090494%	29,954	\$3,744,220.45
Massachusetts	2.3035761083%	32,692	\$4,086,544.02
Michigan	3.4020234989%	48,282	\$6,035,189.69
Minnesota	1.2972597706%	18,411	\$2,301,338.83
Mississippi	0.9095615635%	12,908	\$1,613,562.21
Missouri	2.0056475170%	28,464	\$3,558,018.70
Montana	0.3633900135%	5,157	\$644,653.88
N. Mariana Islands	0.0199361437%	283	\$35,366.72
Nebraska	0.4378153078%	6,213	\$776,684.36
Nevada	1.2965822752%	18,401	\$2,300,136.96
New Hampshire	0.6736017299%	9,560	\$1,194,969.47

New Jersey	2.7551354545%	39,101	\$4,887,610.30
New York	5.3903813405%	76,500	\$9,562,536.50
North Carolina	3.2502525994%	46,128	\$5,765,948.10
North Dakota	0.1972241490%	2,799	\$349,875.64
Ohio	4.3567051408%	61,830	\$7,728,794.92
Oklahoma	1.6351261593%	23,206	\$2,900,713.81
Oregon	1.4592036104%	20,709	\$2,588,627.20
Pennsylvania	4.5882419559%	65,116	\$8,139,541.23
Puerto Rico	0.7379285983%	10,473	\$1,309,085.33
Rhode Island	0.5327329140%	7,561	\$945,068.19
South Carolina	1.6151061650%	22,922	\$2,865,198.34
South Dakota	0.2304567363%	3,271	\$408,830.25
Tennessee	2.6881474977%	38,150	\$4,768,773.66
Texas	6.2932157196%	89,313	\$11,164,164.69
Utah	1.2328524259%	17,497	\$2,187,080.20
Vermont	0.3162997770%	4,489	\$561,115.80
Virgin Islands	0.0358135841%	508	\$63,533.30
Virginia	2.2801150757%	32,359	\$4,044,924.14
Washington	2.3189040182%	32,910	\$4,113,735.73
Wisconsin	1.7582560561%	24,953	\$3,119,146.24
Wyoming	0.2160138728%	3,066	\$383,208.61
Total		1,419,200	\$177,400,000.00