

EXHIBIT [V]

**ATTORNEY GENERAL'S RELEASE PURSUANT TO GOVERNMENTAL ENTITY
SETTLEMENT AGREEMENT**

WHEREAS the Governmental Entity Settlement Agreement, dated [] (the "Agreement"),¹ provides that each Settling State, on behalf of itself and its Releasors shall deliver this Release, which shall be effective upon the occurrence of the Effective Date, provided that such Release may be subject to the pursuit by the MDT of a Release Remedy (as defined in the Master Settlement Agreement) under Master Settlement Agreement Section 9.02(a)(ii)(B) with respect to a Payment Party.

WHEREAS "State Releasors" means (1) each Settling State; (2) without limitation and to the maximum extent of the power of each Settling State's Attorney General to release Causes of Action, (a) the Settling State's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, 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, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in a Settling State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Settling State or Subdivision in a Settling State, whether or not any of them participate in this Agreement; (3) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts within a Settling State; and (4) any of the Settling State's past and present executive departments, agencies, divisions, boards, commissions, and instrumentalities that have the authority to bring Shareholder Released Claims or Released Claims, whether or not any of them participate in the Agreement (for the purposes of this clause (4), executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the Settling State's Governor).

WHEREAS the Agreement provides in Section 10.06 that signatories to the Agreement on behalf of their respective Settling States expressly represent and warrant that they have (or have obtained, or will obtain no later than the deadline set forth in section 8.01 of the Agreement) the authority to settle and release, to the maximum extent of each Settling State's power, all Shareholder Released Claims and such other Claims released pursuant to this Release of (1) their respective Settling States, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of their respective Settling State's past and present executive departments, agencies, divisions, boards, commissions, and instrumentalities that have the authority to bring a Shareholder Released Claim or Released Claim. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the Settling State's Governor.

[WHEREAS pursuant to the Agreement, a release from a Settling State's Governor is sufficient to demonstrate that the appropriate releases have been obtained for the purposes of clause (3) of section 10.06

¹ Capitalized terms used in this Exhibit [V] but not otherwise defined in this Exhibit [V] have the meanings given to them in the Agreement or, if not defined in the Agreement, the MSA. For the avoidance of doubt, Section 1.02 of the Agreement shall apply to this Exhibit [V].

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of the Agreement, and the Settling State represents and warrants that the Governor of the [Commonwealth/State/Territory] of [*] has provided (or will provide no later than the deadline set forth in section 8.01 of the Agreement) a release;]

THEREFORE, to the maximum extent of the power of the Attorney General, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the [Commonwealth/State/Territory] of [*] and its State Releasers from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the [Commonwealth/State/Territory] of [*] or its Releasers would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”).

THEREFORE, for the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the [Commonwealth/State/Territory] of [*] or its State Releasers (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

THEREFORE, the [Commonwealth/State/Territory] of [*] 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 Shareholder Released Claim or Released Claim against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to section 9.02 of the Master Settlement Agreement.

THEREFORE, the [Commonwealth/State/Territory] of [*] intends that these releases (including the term “Shareholder Released Claims” and “Released Claims”) be broad and interpreted so as to give the Shareholder Released Parties and the Released Parties the broadest possible release of any liability relating in any way to the Shareholder Released Claims and Released Claims and extend to the full extent of the power of [Commonwealth/State/Territory] of [*] and its Attorney General to release claims.

THEREFORE, to the maximum extent of the [Commonwealth/State/Territory] of [*]’s power, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the State Releasers.

THEREFORE, notwithstanding anything to the contrary herein or in the Agreement, (x) nothing in this Release shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

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Attorney General of the [Commonwealth/State/Territory] of [*]

Date: _____

**GOVERNOR'S RELEASE PURSUANT TO GOVERNMENTAL ENTITY SETTLEMENT
AGREEMENT**

I, [NAME], Governor of the [Commonwealth]/[State]/[Territory] of [Commonwealth]/[State]/[Territory], hereby authorize Attorney General [NAME] to settle and release, to the maximum extent of my power as Governor, all Shareholder Released Claims and Released Claims of (1) all of [Commonwealth]/[State]/[Territory]'s past and present executive departments, agencies, divisions, boards, commissions and instrumentalities with regulatory authority to enforce state and federal controlled substances acts and (2) all of [Commonwealth]/[State]/[Territory]'s past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Shareholder Released Claims and/or Released Claims. The foregoing authorization is given in connection with the Agreement setting forth the terms of settlement between and among the Shareholder Released Parties, on the one hand, and the Settling States and Participating Subdivisions, on the other hand. This release is intended to be a "release from a State's Governor" as contemplated in such section. Capitalized terms used herein and defined in the Agreement have the meanings given to them in the Agreement.

[Name]

Governor of the [Commonwealth]/[State]/[Territory] of [Commonwealth]/[State]/[Territory]

Date: _____