

SECOND ADDENDUM TO THE FEBRUARY 2022 MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF MISSOURI AND ITS POLITICAL SUBDIVISIONS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

A. General Principles

1. WHEREAS, the State of Missouri and its political subdivisions share a common desire to abate and alleviate the impacts of the opioid epidemic in Missouri;

2. WHEREAS, to effectuate that common desire, Missouri and certain of its political subdivisions previously entered into a Memorandum of Understanding in February 2022 ("February 2022 MOU") to maximize and facilitate the distribution of the proceeds of settlement agreements allocated to the State of Missouri in the national opioids litigation (a copy of the February 2022 MOU is attached hereto as Exhibit A);

3. WHEREAS, additional defendants in the national opioids litigation have reached settlement agreements with states and political subdivisions; and

4. WHEREAS, Missouri and certain of its political subdivisions enter into this Second Addendum to the February 2022 Memorandum of Understanding ("Second Addendum") to maximize and facilitate the distribution of the proceeds of these subsequent settlements.

B. Definitions

Definitions Concerning Kroger settlement

5. "Kroger Settlement" means a national settlement agreement with Kroger and its related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, distribution, and dispensing of opioids.

6. "Kroger Settlement Funds" means monetary amounts allocated to the State of Missouri and its political subdivisions in the Kroger Settlement.

Amendments to February 2022 MOU Definitions

7. The term "Opioid Settlement Funds" in the February 2022 MOU (paragraph 12) is amended to add and encompass Kroger Settlement Funds.

8. The term "National Settlements" in the February 2022 MOU (paragraph 16) is amended to add and encompass the settlement agreements governing the Kroger Settlement.

9. The parties adopt and incorporate herein all other definitions of the February

2022 MOU without modification.

C. Adoption of the February 2022 MOU

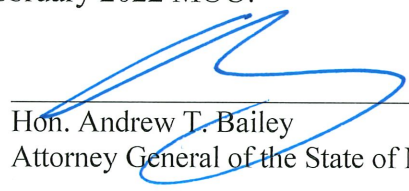
10. The parties adopt and apply all terms of the February 2022 MOU to the Kroger Settlement.

11. The parties adopt and apply all terms of the February 2022 MOU to the Kroger Settlement Funds.

12. The parties agree to be bound by all terms of the February 2022 MOU as they relate to the Kroger Settlement.

13. Except as noted herein (specifically paragraphs 7 and 8 above), the parties do not modify or alter any other provision of the February 2022 MOU.

Dated: 3-6-25



Hon. Andrew T. Bailey
Attorney General of the State of Missouri