

**THIRD AMENDMENT TO RHODE ISLAND MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE AND CITIES AND TOWNS RECEIVING OPIOID
SETTLEMENT FUNDS**

The State of Rhode Island (the “State”) and the Participating Cities and Towns entered into the Rhode Island Memorandum of Understanding Between the State and Cities and Towns Receiving Opioid Settlement Funds (the “R.I. MOU”), which became effective on January 21, 2022, and governs the allocation and use of the proceeds of Settlement Agreements as that term is defined in the R.I. MOU. On May 17, 2022 the Attorney General executed and made effective the First Amendment to the R.I. MOU (the “First Amendment”), which addressed the Teva and Allergan Settlement Agreements. On April 28, 2023 the Attorney General executed and made effective the Second Amendment to the R.I. MOU (the “Second Amendment”), which addressed the Pharmacy Settlement Agreements and the Endo Resolution. This Third Amendment (the “Third Amendment”) modifies the R.I. MOU pursuant to Section VII of the R.I. MOU and addresses the Small Manufacturer Settlement Agreements and certain conforming amendments.

I. Amendment to Cover Additional Settlement Agreements

The State and the Participating Cities and Towns agree to amend the R.I. MOU as follows:

A. The Alvogen Settlement Agreement, the Amneal Settlement Agreement, the Apotex Settlement Agreement, the Hikma Settlement Agreement, the Indivior Settlement Agreement, the Mylan Settlement Agreement, the Sun Settlement Agreement, and the Zydus Settlement Agreement are Settlement Agreements under Section 1.J of the R.I. MOU.

B. Section I, “Definitions” will be modified as follows:

“S. “Alvogen Settlement Agreement” means an agreement between Alvogen, Inc., on the one hand, and certain Settling States and Participating Subdivisions on the other hand.”

“T. “Amneal Settlement Agreement” means an agreement between Amneal Pharmaceuticals LLC, on the one hand, and certain Settling States and Participating Subdivisions on the other hand.”

“U. “Apotex Settlement Agreement” means an agreement between Apotex Corp., on the one hand, and certain Settling States and Participating Subdivisions on the other hand.”

“V. “Hikma Settlement Agreement” means an agreement between Hikma Pharmaceuticals USA Inc. f/k/a/ West-Ward Pharmaceuticals Corp., on the one hand, and certain Settling States and Participating Subdivisions on the other hand.”

“W. “Indivior Settlement Agreement” means an agreement between Indivior Inc., on the one hand, and certain Settling States and Participating Subdivisions on the other hand.”

“X. “Mylan Settlement Agreement” means an agreement between Viatris Inc., on the one hand, and certain Settling States and Participating Subdivisions on the other hand.”

“Y. “Sun Settlement Agreement” means an agreement between Sun Pharmaceutical Industries, Inc., on the one hand, and certain Settling States and Participating Subdivisions on the other hand.”

“Z. “Zydus Settlement Agreement” means an agreement between Zydus Pharmaceuticals (US) Inc., on the one hand, and certain Settling States and Participating Subdivisions on the other hand.”

“AA. “Small Manufacturer Settlement Agreements” means the Alvogen Settlement Agreement, the Amneal Settlement Agreement, the Apotex Settlement Agreement, the Hikma Settlement Agreement, the Indivior Settlement Agreement, the Mylan Settlement Agreement, the Sun Settlement Agreement, and the Zydus Settlement Agreement.”

“H. “Participating City or Town” means an Eligible City or Town that is both (i) a signatory to this Agreement and (ii) an Initial Participating Subdivision as defined in each Settlement Agreement and, for the purposes of the Teva and Allergan Settlement Agreements, ~~and~~ the Pharmacy Settlement Agreements, and the Small Manufacturer Settlement Agreements is both (i) a signatory to the First Amendment, ~~and~~ the Second Amendment, and the Third Amendment and (ii) a Participating Subdivision as defined in those agreements. Together the Participating Cities or Towns are the “Participating Cities and Towns.”

“J. “Settlement Agreements” means the Distributor Settlement Agreement, the Janssen Settlement agreement, and any similar agreement (including consent judgments or consent decrees) entered into after the date of this Agreement, by between, or among one or more opioid manufacturers, pharmaceutical distributors, or pharmacies, or an affiliate, agent, consultant, or advisor of an opioid manufacturer, if mutually agreed to by the Parties in writing. “Settlement Agreement” means one such agreement.

In addition to the foregoing, upon confirmation of the plan in any bankruptcy proceeding for which the State will receive a payment or distribution in connection with claims similar to those released in the Settlement Agreements, which shall include both *In re Purdue Pharma L.P., et al*, No-19-23649 (~~RDDSHL~~) (Bankr. S.D. N.Y.) and *In re: Mallinckrodt PLC, et al.*, No. 20-12522

(JTD) (Bankr. D. Del.), such confirmed plan and any resulting settlement agreement will also become a Settlement Agreement hereunder. For the avoidance of doubt this includes the settlement of direct claims against the Sacklers held by the States and local governments (“Purdue Direct Settlement”).

C. Section VI.A, “*Relationship of this Agreement to Other Agreements and Resolutions*” will be modified as follows, “The Parties acknowledge and agree the Distributor Settlement Agreement, the Janssen Settlement Agreement, the Teva and Allergan Settlement, ~~and the Pharmacy Settlement Agreements,~~ and the Small Manufacturer Settlement Agreements

will require Participating Cities and Towns to release all their claims against the settling defendants to receive Opioid Settlement Funds. The Parties further acknowledge and agree based on the terms of the Distributor Settlement Agreement, the Janssen Settlement Agreement, the Teva and Allergan Settlement Agreements, ~~and the Pharmacy Settlement Agreements,~~ and the Small Manufacturer Settlement that a Participating City or Town may receive funds pursuant to this Agreement only after complying with all the requirements set forth in the Distributor Settlement Agreement, the Janssen Settlement Agreement, the Teva and Allergan Settlement Agreements, ~~and the Pharmacy Settlement Agreements,~~ and the Small Manufacturer Settlement Agreements to release the city or town's claims. If another Settlement Agreement contains similar requirements, the Parties acknowledge that a Participating City or Town may receive funds pursuant to that agreement only after complying with all the requirements set forth in that agreement to release the city or town's claims.”

II. Related Terms

A. *Relationship of this Amendment to Other Provisions.* Except as amended in this Third Amendment, all other provisions within the R.I. MOU, as modified by the First Amendment and the Second Amendment, shall remain in full force and effect.

B. *Counterparts.* This Third Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Accepted and agreed to by the undersigned:

STATE OF RHODE ISLAND



Peter F. Neronha
Attorney General

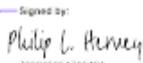
10/06/2025

Date

BARRINGTON TOWN

City/Town

Signature:

Signed by:


Date: 8/28/2025

By:

Philip L. Hervey

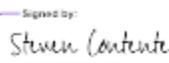
Title:

Town Manager

BRISTOL TOWN

City/Town

Signature:

Signed by:


Date: 9/3/2025

By:

Steven Contente

Title:

Bristol RI Town Administrator

BURRILLVILLE TOWN

City/Town

Signature:

Decided by:


Date: 8/4/2025

By:

Leslie McGovern

Title:

Finance Director

Central Falls city

City/Town

Signature:

Signed by:


Date: 9/30/2025

By:

Mrivera

Title:

Mayor

Maria Rivera

CHARLESTOWN TOWN

City/Town _____
Signature: Signed by: Deborah Carney Date: 7/23/2025
By: Deborah A. Carney
Title: President, Town Council

COVENTRY TOWN

City/Town _____
Signature: Daniel Parillo Date: 8/27/25
By: Daniel Parillo
Title: Town Manager

Cranston city

City/Town _____
Signature: Signed by: Chris Millea Date: 7/24/2025
By: Christopher Millea
Title: solicitor

CUMBERLAND TOWN

City/Town _____
Signature: Decided by: Jeffrey J. Mutter Date: 7/22/2025
By: Jeffrey J. Mutter
Title: Mayor

EAST GREENWICH TOWN

City/Town _____
Signature: Signed by: Andrew M. Teitz Date: 9/19/2025
By: Andrew M. Teitz
Title: Town solicitor

East Providence city

City/Town _____
Signature: Signed by: Michael J Marcello Date: 8/22/2025
By: Michael J Marcello
Title: city solicitor

EXETER TOWN

City/Town _____
Signature: Signed by:
Daniel Patterson Date: 8/12/2025
By: Daniel W. Patterson
Title: Town Council President

FOSTER TOWN

City/Town _____
Signature: Signed by:
[Signature] Date: 9/24/2025
By: Steven Plouffe
Title: President, Foster Town Council

GLOCESTER TOWN

City/Town _____
Signature: Signed by:
David V. Igliazzi, Esq. Date: 9/12/2025
By: david@iglizzireis.com
Title: david@iglizzireis.com

HOPKINTON TOWN

City/Town _____
Signature: Signed by:
Brian Rosso Date: 7/23/2025
By: Brian Rosso
Title: Town Manager

JAMESTOWN TOWN

City/Town _____
Signature: Signed by:
Christina D. Collins Date: 9/11/2025
By: Christina D. Collins
Title: Finance Director

JOHNSTON TOWN

City/Town _____
Signature: Signed by:
Joseph M. Polisena Jr Date: 9/25/2025
By: Joseph Polisena Jr.
Title: Mayor

LINCOLN TOWN

City/Town _____
Signature: Philip Gould Date: 9/3/2025
By: Philip Gould
Title: Town Administrator

LITTLE COMPTON TOWN

City/Town _____
Signature: John J. McNamee, CPA Date: 7/23/2025
By: John J McNamee, CPA
Title: Finance Director

MIDDLETOWN TOWN

City/Town _____
Signature: Shawn J. Brown Date: 7/23/2025
By: Shawn J. Brown
Title: Town Administrator

NARRAGANSETT TOWN

City/Town _____
Signature: JAMES R. DEANEY Date: 8/29/25
By: JAMES R. DEANEY
Title: TOWN MANAGER

Newport city

City/Town _____
Signature: Colin K. Kennedy Date: 9/12/2025
By: colin k. Kennedy
Title: City Manager

NEW SHOREHAM TOWN

City/Town _____
Signature: Amy Lewis Date: 8/4/25
By: AMY LEWIS
Title: Town Manager

NORTH KINGSTOWN TOWN

City/Town _____
Signature: Signed by: A. Ralph Mollis _____ Date: 7/23/2025 _____
By: A Ralph Mollis _____
Title: Town Manager _____

NORTH PROVIDENCE TOWN

City/Town _____
Signature: Decided by: Charles Lombardi _____ Date: 8/12/2025 _____
By: Charles Lombardi _____
Title: Mayor _____

NORTH SMITHFIELD TOWN

City/Town _____
Signature: Signed by: Scott A Gibbs _____ Date: 9/11/2025 _____
By: Scott A Gibbs _____
Title: Town Administrator _____

Pawtucket city

City/Town _____
Signature: Signed by: Jeannine Bourski _____ Date: 9/16/2025 _____
By: Jeannine Bourski _____
Title: Deputy Finance Director _____

PORTSMOUTH TOWN

City/Town _____
Signature: Signed by: Joe Larisa _____ Date: 9/3/2025 _____
By: Joe Larisa _____
Title: solicitor _____

Providence city

City/Town

Signature: DocuSigned by:
Jeff Dana

Date: 7/24/2025

By: Jeff Dana

Title: city solicitor

RICHMOND TOWN

City/Town

Signature: DocuSigned by:
Christopher J. Zangari

Date: 8/1/2025

By: christopher j. zangari

Title: Town Solicitor

SCITUATE TOWN

City/Town

Signature: Signed by:
Charles Collins Jr

Date: 8/14/2025

By: Charles Collins Jr

Title: Town Council

SMITHFIELD TOWN

City/Town

Signature: Signed by:
Robert Seltzer

Date: 8/27/2025

By: Robert Seltzer

Title: Town Manager

SOUTH KINGSTOWN TOWN

City/Town

Signature: DocuSigned by:
Mike Ursillo

Date: 8/7/2025

By: Mike Ursillo

Title: solicitor

TIVERTON TOWN

City/Town

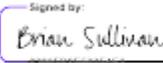
Signature: DocuSigned by:
Michael J Marcello

Date: 8/22/2025

By: Michael J Marcello

Title: Town Solicitor

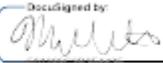
WARREN TOWN

City/Town _____
Signature:  Date: 8/26/2025
By: Brian Sullivan
Title: Town Manager

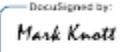
Warwick city

City/Town _____
Signature:  Date: 7-24-25
By: FRANK PICOZZI
Title: MAYOR

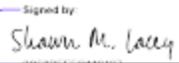
WEST GREENWICH TOWN

City/Town _____
Signature:  Date: 7/22/2025
By: Mike ursillo Esq. c/o Peter Skwirz Esq.
Title: solicitor & Asst solicitor

WEST WARWICK TOWN

City/Town _____
Signature:  Date: 8/22/2025
By: Mark A. Knott
Title: Town Manager

WESTERLY TOWN

City/Town _____
Signature:  Date: 9/3/2025
By: Shawn M Lacey
Title: Town Manager

Woonsocket city

City/Town _____
Signature:  Date: October 1, 2025
By: Michael J. Lepizzera, Jr.
Title: City Solicitor