

**Kroger Settlement Agreement**  
**Report of Non-Opioid Remediation Uses**

As provided in the Kroger Settlement Agreement dated March 22, 2024, between and among the Settling States, the Participating Subdivisions, and Kroger (the “Settlement Agreement”), it is the intent of the Parties that all payments disbursed from the Settlement Fund to the Settling States and Participating Subdivisions be used for Opioid Remediation, subject to exceptions that must be documented in accordance with Section V.B.2. Use of the monies received from the Settlement Fund for purposes other than Opioid Remediation is disfavored by the Parties. If a Settling State or Participating Subdivision nonetheless uses monies received from the Settlement Fund for purposes that do not qualify as Opioid Remediation in any 6-month period ending June 30 or December 31 of any year, that Settling State or Participating Subdivision must identify the amounts not used for such intended purpose by completing and delivering this report to the Settlement Fund Administrator and Kroger within 90 days of the end of the applicable period. It is the intent of the Parties that this report shall be available to the public. Capitalized terms used but not defined herein have the meaning ascribed to them in the Settlement Agreement.

Settling State

Participating Subdivision:

For the 6 months ending:

6/30/2026

|                                                                                                                                                                                    |    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| (1) Amounts from Settlement Fund used for purposes that do not qualify as Opioid Remediation                                                                                       | \$ |
| (2) Portion of amount in clause (1) used for attorneys’ fees, investigation costs, litigation costs, or costs related to the operation and enforcement of the Settlement Agreement | \$ |

I certify that I have examined this report and, to the best of my knowledge and belief, it is true, correct and complete, and I further certify that I have authority to sign this document on behalf of the Settling State or Participating Subdivision listed above.

Signature:

Name:

Title:

Date: