

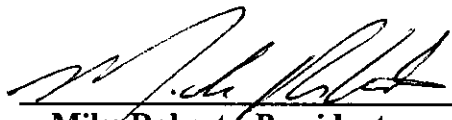
**ORDER: APPROVE MODIFIED PARTICIPATION AGREEMENT FOR THE
DISTRIBUTOR SETTLEMENT RELATED TO OPIOID LITIGATION**

Motion was made by Brent Larson, duly seconded by Larry Gillespie, to approve Modified Participation Agreement for the distributor settlement related to Opioid Litigation.

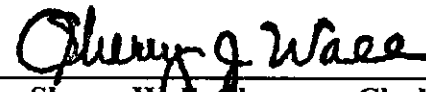
The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor Larry Gillespie, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 20th day of December, 2021.



Mike Roberts, President
Board of Supervisors



Sherry Wall, Chancery Clerk

Lisa Carwyle

From: David O'Donnell <dodonnell@claytonodonnell.com>
Sent: Monday, December 13, 2021 6:11 PM
To: Lisa Carwyle
Subject: Fwd: Opioid Litigation - Lafayette County (TIME SENSITIVE)
Attachments: image001.jpg; MS Distributor Participation Agreement.pdf; MS J & J Participation Agreement.pdf; MS MOU (Distributor & J & J Settlement).pdf

FYI. Next Monday's Agenda

Sent from my iPhone

Begin forwarded message:

From: Chandler Rogers <chandler@rogerslawgroup.com>
Date: December 13, 2021 at 5:40:32 PM CST
To: David O'Donnell <dodonnell@claytonodonnell.com>
Cc: Chandler Rogers <chandler@rogerslawgroup.com>
Subject: Opioid Litigation - Lafayette County (TIME SENSITIVE)

Dear David:

Following my last correspondence and subsequent discussions I am pleased to report that we are recommending your Board execute the following documents:

1. Modified Participation Agreement for the Distributor settlement
2. Modified Participation Agreement for the J & J settlement
3. MOU agreement with the State of Mississippi

Approval and execution of the attached documents is **TIME SENSITIVE** as they must be submitted to the settlement before on or before **December 30, 2021**. **Please get these three (3) agreements on your Board's next agenda this month, or if by chance, you do not have another Board meeting this month, please call a special meeting for the purposes of approving and executing these agreements.**

If your Board has already executed the standard Participation Agreement and/or the MOU sent to you by Attorney General Fitch's office, we still request execution of the attached Modified Participation Agreements. The purpose of the modified participation agreements to ensure that your Board's participation is contingent on the MOU agreement with Attorney General Fitch's office being approve in acceptable form.

To make this task easier on you, after your Board has approved and executed the three (3) attached agreements, you should email them to me so that I can cause the agreements to be uploaded accordingly.

Please be aware that my office will be closed from 12:00 p.m. (noon) on December 23, 2021 and will not re-open until Monday January 3, 2022. Therefore, **if you send the agreements to me by regular mail or facsimile they will not be timely. They must be emailed to me.**

If you have an issue with emailing the documents, please advise so that we may establish a different mailing address or facsimile where you can send the executed agreements.

Again, **REMEMBER**, this is extremely **TIME SENSITIVE**. **If the attached agreements are not timely approved, executed and submitted your Board may not participate in the pending settlements.**

As always, please contact me should you have any questions, concerns or comments. My cell phone is 662-832-3249. If you do not reach me initially, please leave a voice message or send a text message and I will promptly return your call.

Sincerely,

Chandler

L.N. Chandler Rogers
ROGERS LAW GROUP, P.A.
Post Office Box 1771
201 East Bankhead Street
New Albany, Mississippi 38652
Tel: (662) 538-5990
Fax: (662) 538-5997

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Under requirements imposed by the IRS, we inform you that, if any advice concerning one or more U.S. federal tax issues is contained in this communication (including any attachments), such advice was not intended or written to be used and cannot be used for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any transaction or tax-related matter addressed herein.

Subdivision Distributor Settlement Participation Form

Governmental Entity:	State: Mississippi
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity's election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in the State of Mississippi. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in the State of Mississippi that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in the State of Mississippi, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to the court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.
8. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity 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 Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
11. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may

exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

12. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.
13. This Participation Form is conditioned on the Governmental Entity identified above entering into an agreement with the State of Mississippi (the "State") concerning the allocation of opioid settlements with the State (an "Allocation Agreement"). The effective date of this Participation Form shall be the date on which the State and the Governmental Entity identified above enter into an Allocation Agreement. In the event that the State does not enter into an Allocation Agreement with the Governmental Entity identified above, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Mississippi, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____