

Joint-Counsel Agreement

THIS JOINT-COUNSEL AGREEMENT (the "Agreement"), dated this 16 day of March, 2018, is executed by and between the below-named law firms, who are referred to hereafter individually as indicated and collectively as the "Attorneys" and/or the "Firms."

Firm 1: Marc J. Bern & Partners, LLP
 Address: One Grand Central Place
 60 East 42nd Street, Suite 950
 New York, NY 10165
 Tel: (212) 702-5000
 Fax: (212) 818-0164
 Email: mbern@bernllp.com
 Primary Contact: Marc J. Bern, Esq.

Firm 2: Finger, Melnick & Brooks, P.A.
 Address: P.O. Box 24005,
 Hilton Head Island, SC 29925
 Tel: (843) 681-7000
 Fax: (843) 681-8802
 Email: tfinger@fingerlaw.com;
 Email: bshelton@fingerlaw.com
 Primary Contact: Terry A. Finger, Esq. and
 Benjamin T. Shelton, Esq.

Firm 3: Yelverton Law Firm, LLC
 Address: 60 Folly Road,
 Charleston, SC 29407
 Tel: (843) 574-8822
 Fax: (843) 574-8824
 Email: myelverton@yelvertonlawfirm.com
 Primary Contact: Matthew E. Yelverton, Esq.

Firm 4: Savage Law Firm
 Address: 15 Prioleau Street,
 Charleston, SC 29401
 Tel: (843) 720-7470
 Fax: (843) 720-7478
 Email: andy@savlaw.com
 Primary Contact: Andrew J. Savage, Esq.

Firm 5: Law Office of Paul E. Tinkler
 Address: 154 King Street, 3rd Floor,
 Charleston, SC 29401
 Tel: (843) 853-5203
 Fax: (843) 853-4206
 Email: paultinkler@tinklerlaw.com
 Primary Contact: Paul E. Tinkler, Esq.

Firm 6: Hearn & Hearn, P.A.
 Address: 1411 1st Avenue,
 Conway, SC 29526
 Tel: (843) 248-3172
 Fax: (843) 248-4911
 Email: ghearn@sccoast.net
 Primary Contact: George M. Hearn, Jr., Esq.

WHEREAS, the Attorneys have agreed to represent the various Counties within the State of South Carolina (the "Counties" or "Clients") in separate lawsuits in connection with all claims on behalf of the Counties against any parties (collectively, "Defendants") discovered or determined to be responsible for the manufacturing, marketing, promotion, and distribution of opioids (the "Litigation");

WHEREAS, the Attorneys wish to more fully set forth the terms of their joint representation of the Counties, including their respective duties and obligations to one another regarding same;

WHEREAS, except as otherwise provided below, the Attorneys agree and acknowledge that Counties share common or mutual interests in pursuing any possible claims asserted in the

Litigation and can be expected to assert many common claims in, and that common questions of fact and law exist with respect to such claims.

WHEREAS, except as otherwise provided below, the Attorneys further agree and acknowledge that these common or mutual interests would be best served by facilitating the disclosure to one another of information relevant to the Litigation including, but not limited to, attorney work product, documents, factual materials, mental impressions, memoranda, results of research or investigations, and witness interviews (including confidential communications) (hereinafter collectively referred to as "Plaintiff Materials"), while safeguarding any privilege which may attach to said Plaintiff Materials.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Attorneys agree as follows:

1. Exchange of Plaintiff Materials. Attorneys agree to exchange or disclose Plaintiff Materials to one another where relevant and necessary in the pursuit of the parties' common or mutual interests.
2. Confidentiality/Privilege. Any such exchanges or disclosures shall not diminish the confidentiality of any Plaintiff Materials exchanged or disclosed or waive any privilege applicable to such Plaintiff Materials.
3. Use of Plaintiff Materials. Plaintiff Materials that are exchanged or disclosed, and the information contained therein, are to be used solely by Attorneys in the pursuit of the Litigation, and for no other purpose. If another person or entity requests or demands any Plaintiff Materials by discovery request, subpoena, or otherwise, Attorneys will take all steps necessary to assert and protect any privilege that may be applicable to such Plaintiff Materials.
4. Non Waiver. The Attorneys shall not make any claim that the exchange or disclosure of any Plaintiff Materials pursuant to this Agreement constitutes a waiver of any privilege applicable to such Plaintiff Materials.
5. Responsibilities of Counsel and Division of Labor. All counsel shall remain at all times responsible to their individual clients and shall advance the best interests of those clients, along with the parallel objectives of zealously representing the interests of any absent clients.

Each individual County's claims against Defendants shall be brought as a separate, independent Action and each individual County shall be jointly represented by Bern, a designated Lead Local Counsel, and one or more of the firms set out herein. It is understood that the Attorneys will share responsibility for the Litigation in each County, and major decisions regarding the Litigation in each County will be made by consensus. Lead Local Counsel on a per County basis is set out on Exhibit A. All Attorneys may be called on to assist as-needed with the Litigation in any individual County.

Marc J. Bern of Marc J Bern & Partners, LLP (*hereinafter*, "*Bern*") will be primarily responsible for the undertaking of any and all Litigation assignments in each Action, including, but not limited to, the drafting and filing of pleadings, research, depositions, hearings, and discovery. Lead Local Counsel will attend court appearances along with Bern and will assist with trial. In the event any Defendant(s) initiate any litigation against any County relating to the Litigation or this Agreement, Bern will be primarily responsible for handling any such litigation as well.

Lead Local Counsel will assume primary responsibility for the identification, screening, communication, and coordination with potential clients. Lead Local Counsel will be responsible for establishing representation with these Counties and will also be responsible for maintaining the above-described relationship in addition to maintaining communication with these clients and keeping them apprised of the status of any Litigation.

6. Litigation Costs and Expenses. Bern will advance any and all expenses and costs to prosecute the Litigation (the "Litigation Expenses").

Bern intends to seek Litigation Expenses reimbursement after successful resolution of the Litigation. If Litigation Expenses are not awarded as a separate item, but rather as part of a fee award by the Court in the Litigation, the Litigation Expenses incurred will be deducted from Bern's percentage of any fee award.

7. Recovery and Compensation. The Attorneys will be compensated from the gross recovery (any final settlement or judgment received by the County, including any post-judgment interest) if any County receives a settlement or award in connection with the Litigation. The fee to be paid to the Attorneys will be twenty-five (25.00%) percent of the gross recovery from all Defendants, before the deduction of any costs or expenses as set forth above. The division of the twenty-five (25%) percent is set out in the Fee Agreement with each County.

Lead Local Counsel may, in its discretion, associate other local lawyers and/or law firms to assist with securing the representation of any individual county for which Lead Local Counsel is responsible. Lead Local Counsel may compensate any such local lawyers and/or law firms from Lead Local Counsel's percentage of the fee. Lead Local Counsel and any other local lawyer will be obligated to sign and consent to this Joint-counsel Agreement.

8. Term. The term of this Agreement shall be for the duration of the Litigation unless terminated, in whole or in part, sooner by written consent of the Attorneys and the Client.

9. Dispute Resolution. The Attorneys agree that any dispute which may arise under the terms of this Agreement shall be submitted to mediation before a mutually-agreed upon mediator in South Carolina. If mediation does not lead to a resolution, the Parties shall submit their position on the issues in writing to the mediator, and the mediator will then decide the dispute and this decision shall be binding on the Parties.

10. Amendments. No amendment or waiver of any provision of this Agreement or consent to any departure by any Attorney herefrom shall be effective unless made in writing and authenticated by each Attorney's written signature. Any single waiver is not a waiver of any other right hereunder.

11. Severability. Wherever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or held invalid under law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remainder of this Agreement.

12. Section Headings. Section headings have been inserted into this Agreement as a matter of convenience for reference only and it is agreed that such headings are not a part of this Agreement and shall not be used in the interpretation of any provision of this Agreement.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. Delivery of any executed counterpart signature page by facsimile or electronic mail is as effective as executing and delivering the original.

14. Jurisdiction. This Agreement contains the entire agreement of the parties and shall be governed by the laws of the State of South Carolina.

[Signatures on the following page]