

**CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE**

This CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is entered into on the 28th day of June, 2022 (“Effective Date”), by and between Rite Aid Corporation, Rite Aid of Maryland, Inc. d/b/a Mid-Atlantic Customer Support Center (“Rite Aid of Maryland”), Rite Aid Hdqtrs. Corp., Eckerd Corporation d/b/a Liverpool Distribution Center, Rite Aid of Georgia, Inc., Rite Aid of North Carolina, Inc., and Rite Aid of Ohio, Inc., along with each of the foregoing’s predecessors, parents, subsidiaries, divisions, affiliates, directors, officers, agents, employees, representatives, members, and attorneys (including each of their respective successors, assigns, heirs, administrators, and executors) (collectively, “Rite Aid”) and Montgomery County, Ohio, Montgomery County Prosecuting Attorney Mathias H. Heck, Jr., Cobb County, Georgia, and Durham County, North Carolina (collectively, “Montgomery, Cobb, and Durham Counties” or the “County Plaintiffs”) (collectively, the “Parties”) and is intended to set forth the terms of the agreement reached by the Parties with respect to the actions captioned *Montgomery County Board of County Commissioners et al. v. Cardinal Health, Inc. et al.*, Case Nos. 18-op-46326, 1:17-md-2804 (N.D. Ohio), *Cobb County v. Purdue Pharma, L.P., et al.*, Case Nos. 18-op-45817, 1:17-md-2804 (N.D. Ohio), and *Durham County v. AmerisourceBergen Drug Corporation, et al.*, Case Nos. 19-op-45346, 1:17-md-2804 (N.D. Ohio) (the “Actions”). The County Plaintiffs include without limitation any and all of the County Plaintiffs’ constitutional offices, departments, agencies, boards, attorneys, and/or officers, but only to the extent that the County Plaintiffs have the right to release claims described in Paragraph 4 below on behalf of the County Plaintiffs’ constitutional offices, departments, agencies, boards, attorneys, and/or officers.

## I. RECITALS

A. On July 25, 2018, Montgomery County, by and through its counsel, filed a complaint in the Montgomery County Court of Common Pleas, Ohio, asserting claims against several defendants. On August 27, 2018, McKesson removed Montgomery County's action to the U.S. District Court for the Southern District of Ohio. The case was later transferred to the MDL. On March 15, 2019, Montgomery County filed its Short Form for Supplementing Complaint and Amending Defendants and Jury Demand, adding several other corporate entities as defendants. On May 19, 2021, Montgomery County filed under seal its Supplemental and Amended Allegations to be Added to "Short Form for Supplementing Complaint and Amending Defendants and Jury Demand," adding as defendants, *inter alia*, Rite Aid Corporation, Rite Aid Hdqtrs. Corp., Rite Aid of Maryland, and Rite Aid of Ohio, Inc. and asserting against them all claims asserted in Montgomery County's prior pleadings. On September 13, 2021, Rite Aid Corporation moved for dismissal from the Montgomery County action for lack of personal jurisdiction. On September 21, 2021, Rite Aid Hdqtrs. Corp., Rite Aid of Maryland, and Rite Aid of Ohio, Inc. filed an answer to Montgomery County's May 19, 2021 Supplemental and Amended Allegations. None of Montgomery County's claims against Rite Aid have been dismissed to date.

B. On June 12, 2018, Cobb County, by and through its counsel, filed a complaint in the U.S. District Court for the Northern District of Ohio, asserting claims against, *inter alia*, Rite Aid of Maryland. On March 15, 2019, Cobb County filed its Short Form for Supplementing Complaint and Amending Defendants and Jury Demand, adding Eckerd Corporation and several other corporate entities as defendants. On May 19, 2021, Cobb County filed under seal its Supplemental and Amended Allegations to be Added to "Short Form for Supplementing

Complaint and Amending Defendants and Jury Demand,” adding as defendants, *inter alia*, Rite Aid Corporation, Rite Aid Hdqtrs. Corp., and Rite Aid of Georgia, Inc. and asserting against them all claims asserted in Cobb County’s prior pleadings. On October 12, 2021, Rite Aid Hdqtrs. Corp., Eckerd Corporation, Rite Aid of Maryland, and Rite Aid of Georgia, Inc. filed an answer to Cobb County’s May 19, 2021 Supplemental and Amended Allegations. On October 26, 2021, Rite Aid Corporation was dismissed from the Cobb County action. None of Cobb County’s claims against Rite Aid have been dismissed to date.

C. On May 10, 2019, Durham County, by and through its counsel, filed a complaint in the U.S. District Court for the Middle District of North Carolina, asserting claims against several defendants. On August 27, 2019, Durham County filed its Short Form for Supplementing Complaint and Amending Defendants and Jury Demand, adding Eckerd Corporation and several other corporate entities as defendants. On May 19, 2021, Durham County filed under seal its Supplemental and Amended Allegations to be Added to “Short Form for Supplementing Complaint and Amending Defendants and Jury Demand,” adding as defendants, *inter alia*, Rite Aid Corporation, Rite Aid Hdqtrs. Corp., Rite Aid of Maryland, and Rite Aid of North Carolina, Inc. and asserting against them all claims asserted in Durham County’s prior pleadings. On October 11, 2021, Rite Aid Corporation moved for dismissal from the Durham County action for lack of personal jurisdiction. None of Durham County’s claims against Rite Aid have been dismissed to date.

D. The Supplemental and Amended Allegations to be Added to “Short Form for Supplementing Complaint and Amending Defendants and Jury Demand” filed by Montgomery County, Cobb County, and Durham County on May 19, 2021 (the “County Plaintiffs’ Complaints”) asserted claims against Rite Aid under several causes of action, including but not

limited to causes of action for negligence and public nuisance. The County Plaintiffs' Complaints allege, *inter alia*, that Rite Aid failed to effectively monitor and report suspicious orders of prescription opioids from its retail stores and failed to implement measures to prevent diversion of prescription opioids, which contributed to an increase in opioid addictions, overdoses, and deaths in Montgomery, Cobb, and Durham Counties. The County Plaintiffs also allege, *inter alia*, with respect to the alleged failure to prevent diversion of prescription opioids, that Rite Aid failed to adequately train pharmacists at its retail stores on how to adequately handle prescriptions for opioids and failed to institute policies and procedures at its retail stores to avoid the diversion of opioids.

E. By and through the County Plaintiffs' Complaints, the County Plaintiffs seek from Rite Aid, *inter alia*, compensatory damages to reimburse them for their past costs of treating individuals with opioid-related afflictions, including the costs of handling of emergency responses to overdoses, providing addiction treatment, treating opioid-addicted newborns in neonatal intensive care units, and burying the dead. The County Plaintiffs have furnished Rite Aid with documentation of such past costs, for which they maintain that Rite Aid is jointly and severally liable.

F. Rite Aid has asserted several defenses to the County Plaintiffs' allegations and has expressly denied and disclaimed any misconduct, wrongdoing, or liability in connection with its distribution and dispensing of prescription opioids in Ohio, Georgia, and North Carolina, and has affirmatively contended that its actions were and are consistent and in compliance with all applicable federal and state laws and regulations governing the distribution and dispensing of controlled substances.

G. Rite Aid has commenced an action, currently pending before the Superior Court of the State of Delaware (the “Rite Aid Coverage Action”), against certain of its insurers (“Rite Aid’s Insurers”) which, Rite Aid claims, owe a duty to pay or reimburse settlements reasonably entered into by, or judgments awarded against, Rite Aid.

H. The Parties agree that this Agreement’s terms shall be tendered to Rite Aid’s Insurers with a demand for payment of the entirety of the Settlement Amount.

J. The Parties recognize that the outcome of the Actions is uncertain and a final resolution through the litigation process likely will require protracted litigation.

K. Therefore, without any admission of liability or wrongdoing by Rite Aid, the parties now mutually desire to enter into this Agreement to provide for the full resolution, settlement, release and discharge of any and all of the claims that the County Plaintiffs have brought or could have brought against Rite Aid in the Actions, upon the terms and conditions set forth in this Agreement and to avoid the delay, expense, inconvenience, and uncertainty of protracted litigation.

## **II. AGREEMENT**

In consideration of the mutual promises, terms, and conditions hereinafter expressed, the adequacy of which is hereby acknowledged by all Parties, it is agreed by and between Rite Aid and the County Plaintiffs, as follows:

1. Recitals Incorporated. The foregoing Recitals are incorporated herein and constitute an express term of this Agreement.

2. Settlement Amount And Payment By Rite Aid’s Insurers. The Parties agree that the Settlement Amount is Ten Million Five Hundred Thousand Dollars (\$10,500,000) (the “Settlement Amount”) and further agree that, subject to all of the terms, conditions, recitals, and

provisions of this Agreement, the Settlement Amount is a reasonable compromise of matters in dispute and fairly apportions the risk of proceeding further in litigation *inter se*. Each of Montgomery, Cobb, and Durham Counties will be entitled to one-third of the Settlement Amount, or Three Million Five Hundred Thousand Dollars (\$3,500,000) (the “Per-Plaintiff Settlement Amount”). The Parties further agree that the Settlement Amount is fully covered by Rite Aid’s Policies and should be paid and is payable in full by Rite Aid’s Insurers. In order to effectuate this Agreement, the Parties further agree as follows:

- a. This Agreement and all of its terms will be tendered to Rite Aid’s Insurers which shall be afforded a reasonable time, not to exceed 10 days from the date of tender (the “Insurance Notice Window”), to determine whether one or more of Rite Aid’s Insurers will pay the Settlement Amount on Rite Aid’s behalf.
- b. If any of Rite Aid’s Insurers agree to pay the Settlement Amount, Rite Aid agrees that it will not insist that such insurer(s) do so without asserting any reservation of rights.

3. Procedure and Agreement In the Event Rite Aid’s Insurers Fail Timely To Pay the Settlement Amount In Full. Should Rite Aid’s Insurers, individually and collectively, fail to agree to pay the Settlement Amount on Rite Aid’s behalf during the Insurance Notice Window, the Parties agree that Rite Aid will advance the sum of Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000) (One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) allocated to each of the three Counties) (the “Advance Amount”) and shall seek to collect the entirety of the Settlement Amount from Rite Aid’s Insurers. The Parties further agree as follows:

- a. Rite Aid shall seek the entirety of the Settlement Amount from Rite Aid’s Insurers, including interest on the Settlement Amount at the statutory rate, at Rite Aid’s sole expense as between these Parties;
- b. Rite Aid shall promptly pay over all amounts collected from one or more of the Rite Aid Insurers in respect of the Settlement Amount less the Advance Amount and interest thereon, within fifteen (15) days after Rite Aid’s receipt; and

- c. Rite Aid shall retain all “bad faith”, statutory remedies, breach of contract and other claims against the Rite Aid Insurers including those relating to the Rite Aid Insurers’ failure or refusal timely to pay the Settlement Amount.
- d. If Rite Aid’s Insurers fail or refuse to meet their obligations, then there shall be no obligation on the part of the County Plaintiffs to re-pay the Advance Amount. It is further understood and agreed that these provisions shall impose no restriction, limitation or cap on Rite Aid’s damages or remedies against its insurers.
- e. If Rite Aid’s Insurers fail or refuse to meet their obligations, then there shall be no obligation on the part of Rite Aid to pay or advance more than the Advance Amount unless (i) Rite Aid’s average net income from continuing operations, as reflected on Rite Aid’s Consolidated Statement of Operations<sup>1</sup> filed with Rite Aid’s annual SEC Form 10-Ks for fiscal years 2026 and 2027, exceeds One Billion Six Hundred Million Dollars (\$1,600,000,000), and (ii) Rite Aid’s long-term debt less current maturities, as reflected on Rite Aid’s Consolidated Balance Sheets<sup>2</sup> filed with Rite Aid’s annual SEC Form 10-K for fiscal year 2027, is One Billion Five Hundred Million Dollars (\$1,500,000,000) or less.
- f. If Rite Aid’s average net income from continuing operations, as reflected on Rite Aid’s Consolidated Statement of Operations filed with Rite Aid’s annual SEC Form 10-Ks for fiscal years 2026 and 2027, exceeds One Billion Six Hundred Million Dollars (\$1,600,000,000), **and** Rite Aid’s long-term debt less current maturities as reflected on Rite Aid’s Consolidated Balance Sheets filed with Rite Aid’s annual SEC Form 10-K for fiscal year 2027 is One Billion Five Hundred Million Dollars (\$1,500,000,000) or less, Rite Aid shall be obligated to pay the Settlement Amount in Full, less the Advance Amount set forth in Paragraph 3.
- g. If Rite Aid’s average net income from continuing operations, as reflected on Rite Aid’s Consolidated Statement of Operations filed with Rite Aid’s annual SEC Form 10-Ks for fiscal years 2026 and 2027, does not exceed One Billion Six Hundred Million Dollars (\$1,600,000,000), **or** Rite Aid’s long-term debt less current maturities as reflected on Rite Aid’s Consolidated Balance Sheets filed with Rite Aid’s annual SEC Form 10-K for fiscal year 2027 is not One Billion Five Hundred Million Dollars (\$1,500,000,000) or less, Rite Aid shall have no obligation to pay to County Plaintiffs more than the Advance Amount set forth in Paragraph 3.

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<sup>1</sup> For purposes of example only, *see* Consolidated Statement of Operations on page 88 of Rite Aid’s Form 10-K filing for fiscal year 2022 (showing net loss from continuing operations of \$538,478,000).

<sup>2</sup> For purposes of example only, *see* Consolidated Balance Sheets on page 87 of Rite Aid’s Form 10-K filing for fiscal year 2022 (showing long-term debt less current maturities of \$2,732,986,000).

If required to be paid pursuant to this Paragraph 3, Rite Aid's payment of the Advance Amount to the County Plaintiffs shall be made within 14 days of full execution of this Agreement. The Advance Amount is to be allocated as follows:

One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) to Montgomery County by and through account information to be identified by counsel.

One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) to Cobb County by and through account information to be identified by counsel.

One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) to Durham County by and through account information to be identified by counsel.

4. Scope. This Agreement will resolve all of the claims that the County Plaintiffs have asserted or could have asserted against Rite Aid in the Actions seeking damages, costs, and any other remedies relating to and arising from historic and continuing opioid-related injuries that the County Plaintiffs contend were caused by or arise from Rite Aid's alleged failure to properly distribute and/or dispense prescription opioids. The conduct at issue in the Actions (hereafter, the "Covered Conduct") includes any and all alleged acts, failures to act, conduct, statements, errors, omissions, events, services, work, or other activity of any kind whatsoever, occurring up to and including the Effective Date, arising from or relating in any way to Rite Aid's distribution or dispensing of prescription opioids.

5. Release and Covenant Not to Sue. The Parties acknowledge that the following Release and Covenant Not to Sue provisions are integral parts of this Agreement.

- a. In consideration for and upon the payment provided in Paragraph 2 above or, alternatively, upon the advancement set forth in Paragraph 3 above and the agreement to pursue the undertakings set forth in Paragraph 2, the County Plaintiffs hereby agree to release, remise, acquit, and forever discharge, to the fullest extent permitted by law, Rite Aid and all of its past and present parents, subsidiaries, divisions,



affiliates, predecessors, successors, assigns, and transferees and each and all of their current and former officers, directors, members, shareholders, employees, insurers, attorneys, contractors, representatives, agents, predecessors, successors in interest, assigns and anyone acting or purporting to act on their behalf, from any and all claims, demands, damages, debts, liabilities, penalties, restitution, disgorgement, reimbursement, fines, expenses, actions and causes of action whatsoever known and unknown, foreseen, unforeseen or unforeseeable, which Montgomery, Cobb, and Durham Counties have asserted or could have asserted in the Actions against Rite Aid in any way related to or concerning the Covered Conduct.

- b. This is a full, final, and complete release of the County Plaintiffs' claims against Rite Aid and totally and completely bars any further future claims or demands of any kind or character whatsoever as a result of or relating to the Covered Conduct.
- c. Upon the payment of the Settlement Amount by Rite Aid's Insurers as provided in Paragraph 2 or, alternatively, the payment of the Advance Amount by Rite Aid as provided in Paragraph 3, no default by any Party in the performance of any covenant or obligation under this Agreement or any order entered in connection therewith shall affect the dismissal of Rite Aid from the Actions, the res judicata effect of the dismissal of Rite Aid from the Actions, or the foregoing releases; provided, however, that all legal and equitable remedies for violation of a court order or breach of this Agreement shall remain available to the Parties.

6. Severance. Upon execution of this Agreement, the County Plaintiffs will immediately move to sever Rite Aid from the Actions and all litigation activities against Rite Aid will immediately cease. The County Plaintiffs' claims against Rite Aid therefore will not be included in any trial of the Actions.

7. Dismissals with Prejudice. The County Plaintiffs and Rite Aid will, concurrently with the full execution of this Agreement, execute Stipulations of Dismissal with Prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2), to be so-ordered by the Court, and with all Parties to bear their own costs and attorneys' fees, in the form annexed hereto as Exhibit A (Montgomery County), Exhibit B (Cobb County), and Exhibit C (Durham County). Rite Aid shall promptly submit the executed Stipulations of Dismissal with Prejudice to the

Court with a request that they be so-ordered but not filed. County Plaintiffs will hold the executed and so ordered Stipulations of Dismissal in escrow until the Advance Amount, as applicable under Paragraph 3, is paid in full to the County Plaintiffs and the funds clear the County Plaintiffs' financial institutions. Rite Aid shall be entitled to declare this Agreement void *ab initio* in the event the Court declines to so order the dismissal of the Actions with prejudice as against Rite Aid. If Rite Aid does not declare this Agreement void *ab initio* and the Advance Amount, as applicable under Paragraph 3, is paid in full and clears the County Plaintiffs' financial institutions, County Plaintiffs will file the executed and so-ordered Stipulations of Dismissal with Prejudice on the public docket. If the Advance Amount is not paid by Rite Aid or is paid and does not clear the County Plaintiffs' financial institutions, County Plaintiffs will destroy the Stipulations of Dismissal with Prejudice.

8. "Most Favored Nation Clause." This Agreement is expressly conditioned upon the execution by Lake County, Ohio and Trumbull County, Ohio ("Lake and Trumbull Counties") of a stipulation that nothing contained in this Settlement Agreement will be asserted as triggering the "Most Favored Nation Clause" in the Settlement Agreement executed on September 7, 2021 by Lake and Trumbull Counties and Rite Aid. The "Most Favored Nation Clause" provided that if Rite Aid were to execute a settlement agreement with one or more of Montgomery, Cobb, and/or Durham Counties, and such agreement included a per-plaintiff settlement amount that was greater than the per-plaintiff settlement amount agreed to between Lake and Trumbull Counties and Rite Aid, Rite Aid must add the difference between the two amounts to the Lake and Trumbull Counties settlement amount and require its insurers to pay the additional amount. This Agreement is not effective until Lake and Trumbull Counties have executed the Stipulation.

9. Agreement to Exclude from Future MDL Bellwethers. The Plaintiffs' Executive Committee, as represented by the undersigned counsel, agree not to include any Rite Aid entity—including but not limited to the Rite Aid entities that are defendants in the County Plaintiffs' Complaints—as a defendant in any opioid action that is designated as a “bellwether” in the MDL *In re National Prescription Opiate Litigation*, Case No. 1:17-md-2804 (N.D. Ohio), for eighteen (18) months from the effective date of this Agreement, or, in the event that a Rite Aid entity or entities are already named defendants in any such “bellwether” action, to promptly sever such Rite Aid entity or entities from that action.

10. No Admission of Liability. Rite Aid is entering into this Agreement solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Rite Aid expressly denies. Rite Aid does not admit that it caused or contributed to any public nuisance, and Rite Aid does not admit any wrongdoing that was or could have been alleged by the County Plaintiffs before the date of the Agreement. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Rite Aid.

11. No Solicitation of Publicity. It is agreed that:

a. The Parties' private counsel shall not make any comments or statements to the press, issue any press release, convene any press conference or otherwise initiate publicity with the media, including but not limited to newspapers, publications, or other mass media, nor post to internet websites or any social media information concerning the terms of the Agreement.

b. This provision may be enforced by a suit for consequential damages and/or injunctive relief.

12. No Waiver. This Agreement is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. This Agreement shall not be construed or used as a waiver of any jurisdictional defense Rite Aid may raise in any other proceeding, or as a waiver or limitation of any defense otherwise available to Rite Aid in any other action. This Agreement shall not be construed or used as a waiver of Rite Aid's right to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or suits relating to the subject matter or terms of this Agreement.

13. No Private Right of Action. No part of this Agreement shall create a private cause of action or confer any right to any third party for violation of any federal or state statute. This Agreement is not enforceable by any persons or entities besides the County Plaintiffs, Rite Aid, and this Court.

14. Entire Agreement. This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms that were not entered by the Court in this Agreement, may be introduced for any purpose whatsoever.

15. No Severability. If for any reason a provision of this Agreement or the application of any provision of this Agreement is held to be invalid or unenforceable, that decision shall render this Agreement null and void and unenforceable in its entirety and Rite Aid shall be repaid the Settlement Amount under Paragraphs 2 and/or 3, as applicable, of this Agreement.

16. No Challenge. The Parties agree not to challenge the entry of the executed and so-ordered Stipulations of Dismissal with Prejudice and waive all rights of appeal.

17. Modification. This Agreement may be modified only in writing signed by all parties, except that if a proposed modification to this Agreement does not impact all County Plaintiffs, the Agreement may be modified in writing signed by Rite Aid and by the County Plaintiff(s) impacted by the proposed modification(s).

18. Mutual Interpretation. The Parties agree and stipulate that this Agreement was negotiated on an arm's-length basis between parties of equal bargaining power. The Agreement has been drafted jointly by counsel for each Party. Accordingly, this Agreement shall be mutually interpreted and not construed in favor of or against either Party.

19. Counterparts. This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

20. Governing Law. The terms of this Agreement shall be governed by the laws of the State of Ohio provided, however, that any matter bearing on insurance matters shall be governed by the law applied to Rite Aid's insurance policies.

21. Further Assurances. Each Party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.

22. Venue. Any suits, actions or proceedings arising out of this Agreement shall be brought in the appropriate state or federal court sitting in and for the County or judicial district in Montgomery County, Ohio for Plaintiff Montgomery County; the County or judicial district in Cobb County, Georgia for Plaintiff Cobb County; and the County or judicial district in Durham County, North Carolina for Plaintiff Durham County.

23. Notice. All Notices under this Agreement shall be provided to the following via email and Overnight Mail:

If to Rite Aid:

Paul Gilbert, General Counsel  
Rite Aid Hdqtrs. Corp.  
30 Hunter Lane  
Camp Hill, PA 17011  
[paul.d.gilbert@riteaid.com](mailto:paul.d.gilbert@riteaid.com)

CC: Kelly A. Moore  
MORGAN, LEWIS & BOCKIUS LLP  
101 Park Avenue  
New York, NY 10178  
Phone: (212) 309-6612  
[kelly.moore@morganlewis.com](mailto:kelly.moore@morganlewis.com)

If to Montgomery County:

Joseph F. Rice  
MOTLEY RICE  
28 Bridgeside Boulevard  
Mount Pleasant, SC 29464  
Phone: (843) 216-9000  
Email: [jrice@motleyrice.com](mailto:jrice@motleyrice.com)

With a copy to:

Mathias H. Heck, Jr.  
Montgomery County Prosecuting Attorney  
301 West Third Street  
P.O. Box 972  
Dayton, Ohio 45422  
Phone: (937) 225-5599  
Fax Number: (937) 225-4822  
E-mail: [heckm@mcOhio.org](mailto:heckm@mcOhio.org)

If to Cobb County:

Jayne Conroy  
SIMMONS HANLY CONROY  
112 Madison Avenue, 7th Floor  
New York, NY 10016  
Phone: (212) 784-6400  
[jconroy@simmonsfirm.com](mailto:jconroy@simmonsfirm.com)

With a copy to:

H. William Rowling, Jr.

County Attorney  
Cobb County Attorney's Office  
100 Cherokee Street, Suite 350  
Marietta, GA 30090-7003

If to Durham County:

Peter Mougey  
LEVIN PAPANTONIO RAFFERTY  
316 South Baylen St.  
Pensacola, FL 32502  
Phone: (850) 435-7068  
Email: [pmougey@levinlaw.com](mailto:pmougey@levinlaw.com)

With a copy to:

Willie S. Darby  
Senior Assistant County Attorney  
200 East Main Street  
Durham, NC 27701  
Phone: (919) 560-0709  
Email: [wdarby@dconc.gov](mailto:wdarby@dconc.gov)

IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representatives of each of the Parties.

Date: \_\_\_\_\_

MONTGOMERY COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MATHIAS H. HECK, JR.

By: \_\_\_\_\_

Name: Mathias H. Heck, Jr.

Title: Montgomery County Prosecuting Attorney

**EXECUTION COPY**

Date: \_\_\_\_\_

COBB COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DURHAM COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MOTLEY RICE LLC

By: \_\_\_\_\_

Name: Joe Rice

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SIMMONS HANLY CONROY

By: \_\_\_\_\_

Name: Jayne Conroy

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LEVIN PAPANTONIO RAFFERTY

By: \_\_\_\_\_

Name: Peter Mougey

Title: \_\_\_\_\_



**EXECUTION COPY**

Date: \_\_\_\_\_

RITE AID

By: \_\_\_\_\_

Name: Paul Gilbert

Title: Executive Vice President, Secretary and  
General Counsel

Date: \_\_\_\_\_

MORGAN, LEWIS & BOCKIUS LLP

By: \_\_\_\_\_

Name: Kelly Moore

Title: Partner