

Exhibit C

Subdivision Settlement Participation Form

Governmental Entity:	Madison County	State:	Mississippi
Authorized Official:	Paul Griffin-Board President		
Address 1:	146 West Center Street		
Address 2:			
City, State, Zip:	Canton, MS		
Phone:	601-855-5502		
Email:	greg@madison-co.com		

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 June 7, 2022 (“*Endo Settlement*”), and acting through the undersigned authorized official, hereby elects to become a Participating Subdivision under the Endo Settlement, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Endo Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Endo Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within 7 days of the Effective Date of Release, voluntarily dismiss with prejudice any Released Claims that it has filed against any Releasee(s), with each party to bear its own costs.
3. The Governmental Entity expressly agrees to the terms of the Endo Settlement pertaining to Subdivisions and Releasers as defined therein.
4. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Endo Settlement. By becoming a Participating Subdivision and expressly agreeing to the terms of the Endo Settlement and the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein for Participating Subdivisions, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Governmental Entity agrees not to oppose efforts to enact a legislative Bar as defined in Section A(c)(1) of the Endo Settlement.
6. The Governmental Entity submits to the jurisdiction of the Court (as defined in the Endo Settlement) for purposes limited to the Court’s role as provided in, and for resolving disputes to the extent provided in, the Endo Settlement.

7. The Governmental Entity, as a Participating Subdivision, expressly agrees that it is a Releasor for all purposes in the Endo Settlement, including, but not limited to, all provisions of Section D and E, 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. For avoidance of doubt, the Governmental Entity provides a release to the fullest extent of its authority for any public hospital or school district within the Governmental Entity's ownership, control or jurisdiction. 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 Releasee in any forum whatsoever. The releases provided for in the Endo Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees 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 Endo Settlement shall be a complete bar to any Released Claim.
8. The Governmental Entity expressly agrees, among other things, that the Endo Settlement effects a good-faith release and covenant not to sue and meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties, and that it is the intent of the Endo Settlement to release the Releasees from any liability for contribution, indemnity or any other theory of claim-over based on the Covered Conduct. The Governmental Entity further agrees, among other things, that no Releasee shall be alleged to have acted with a "specific wrongful intent" within the meaning of Miss. Code § 85-5-7(1) or "consciously [or] deliberately" in pursuit of "a common plan or design to commit a tortious act" within the meaning of Miss. Code § 85-5-7(4) in any Action maintained now or in the future by the Governmental Entity.
9. In connection with the releases provided for in the Endo Settlement, the 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 the Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may

exist as of such date but which Releasers 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 Entity's decision to participate in the Endo Settlement.

10. The Governmental Entity understands that, in compliance with the Common Benefit Order issued by Judge Dan Polster in MDL 2804- National Prescription Opiate Litigation in the U.S. District Court for the Northern District of Ohio, 7.5% of the settlement payment that is to be allocated to subdivisions for abatement will be held back by Endo to be deposited in to the Common Benefit Fund.
11. The Governmental Entity agrees that it will not publicly or privately encourage any other Governmental Entity to bring or maintain any Released Claim.
12. Nothing herein is intended to modify in any way the terms of the Endo Settlement, to which the Governmental Entity hereby expressly agrees. To the extent this Subdivision Settlement Participation Form is interpreted differently from the Endo Settlement in any respect, the Endo Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____

(the "Execution Date of this Subdivision Settlement Participation Form")