

MASTER SETTLEMENT AGREEMENT

PREAMBLE

This Master Settlement Agreement (“MSA” or “Agreement”) is entered into by and among the Settling Local Political Subdivisions identified in Exhibit A (the “Settling Subdivisions”) and Costco Wholesale Corporation (“Costco”) (collectively, the “Parties”).

WHEREAS, the Settling Subdivisions have or will assert cases or Claims against Costco involving, arising from, related to, or in connection with damages, costs, monies, abatement, or any other remedies or relief relating to or arising from past or continuing opioid-related injuries, damages, costs, nuisances, or harms allegedly caused by Costco, including but not limited to alleged past, present, and future financial and societal harms and related expenditures arising out of the alleged misuse and abuse of Products, including those expenditures that have allegedly arisen as a result of physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and related diseases and disorders;

WHEREAS, Costco has denied and continues to deny any liability for the Claims asserted by the Settling Subdivisions;

WHEREAS, without any admission of wrongdoing, fault, culpability or liability of any kind, and without any concession as to the strength or weakness of any actual or potential claim(s) or defense(s), the Parties desire to (a) avoid the delay, uncertainty, inconvenience, and expense of protracted litigation by the Settling Subdivisions, and (b) fully and finally resolve, settle, and release all Claims (as defined below) that have been, could have been, or could in the future be asserted against any of the Costco Released Entities (as defined below) relating to the Released Claims (as defined below);

NOW, THEREFORE, in consideration of the above recitals and the promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Defined Terms.** In this Settlement Agreement, the following terms shall have the following respective meanings:

A. **“Action(s)”** means all proceedings brought or that could have been brought by the Settling Subdivisions against Costco related to the Covered Conduct or the Products, in any state or federal court.

B. **“Aggregate Settlement Amount”** means the sum of \$5,750,000.00 U.S. dollars to be paid by Costco in accordance with Paragraph 2.

C. **“Alleged Harms”** means the alleged past, present, and future financial and societal harms and related expenditures arising out of the alleged misuse and abuse of Products, including those expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders.

D. “Claim(s)” means any cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative or indemnity claim, request, assessment, charge, covenant, damage, debt, lien, loss, fine, penalty, restitution, reimbursement, disgorgement, expenses, judgement, right, obligation, dispute, action, suit, controversy, parens patriae claim, attorneys’ fees and costs, claim for payment of unpaid fees, or any grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory, or administrative, whether arising under federal, state, or local common law, statute regulation, guidance, ordinance, or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen, or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in any forum, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, abatement, attorneys’ fees, expert fees, consultant fees, fines, penalties, expenses, costs, or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

E. “Claim-Over” means a Claim asserted by a Non-Released Party against any Costco Released Entity on the basis of contribution, indemnity, or any claim-over theory relating to Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Costco Released Entity) asserted by a Releasor against any of the Costco Released Entities.

F. “Covered Conduct” means any and all actual or alleged acts, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity or inactivity of any kind whatsoever from the beginning of time (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity or inactivity of any kind whatsoever) relating in any way to: (1) any alleged opioid-related overdoses, abuses, crises, epidemics, injuries, or costs; (2) the discovery, research, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, relabeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, ordering, auditing, analyzing, dispensing, training, physical security, warehousing, use or abuse of, training or education relating to, or operating policies or procedures relating to, any Products, or any system, plan, policy, procedure, program, data, campaign, or advocacy relating to any Product; (3) the characteristics, properties, risks, or benefits of any Product, or its own or as used in combination with any other Product; (4) the monitoring, auditing, reporting, disclosure, non-monitoring, non-reporting, or non-disclosure to federal, state, or other governmental officials or regulators of any acts, omissions, failures to act, conduct, events, transactions, or occurrences relating to any controlled substances, including Products; and (5) any acts, omissions, failures to act, conduct, events, transactions, or occurrences that were or could have been alleged in the Action, including but not limited to in the complaints in the Actions. The Parties intend that “Covered Conduct” be interpreted broadly.

G. “Dismissal Order(s)” means the order that shall be filed in the Actions upon execution of this Agreement by the Settling Subdivisions dismissing the filed actions as to Costco with prejudice.

H. “Effective Date” means the date on which this Settlement Agreement is signed on behalf of all Parties.

I. “Escrow Account” means an escrow account established by or on behalf of the Settling Subdivisions, for the wire transfer of the Aggregate Settlement Amount contemplated by Paragraph 2(a).

J. “Net Settlement Payment” means \$5,318,750.00, which is the Aggregate Settlement Amount minus 7.5%, which Costco shall hold back and deposit into the MDL Court’s common-benefit fund in accordance with the orders entered at Dkt. Nos. 4428, 4503, and 5100 in *In re Nat’l Prescription Opiate Litig.*, No. 1:17-md-2804 (N.D. Ohio).

K. “Non-Released Parties” means any person or entity other than the Costco Released Entities.

L. “Notice Designees” has the meaning set forth in Paragraph 16.

M. “Parties” has the meaning set forth in the Preamble.

N. “Payment Date” means the date Costco deposits the Net Settlement Payment into the Escrow Account, as described in Paragraph 2(a).

O. “Product(s)” means: (1) all medications approved by the U.S. Food & Drug Administration composed of or containing natural, synthetic, or semisynthetic chemicals that bind to opioid receptors in the brain or body, including but not limited to prescription medications containing fentanyl, hydrocodone, hydromorphone, methadone, morphine, oxycodone, tapentadol, tramadol, buprenorphine, butorphanol, codeine, propoxyphene, and diphenoxylate, whether generic or branded, in whatever form, including but not limited to tablet, capsule, pill, patch, spray, and film, and whether or not listed by the U.S. Drug Enforcement Administration (“DEA”) as Schedule I, II, III, or IV drugs pursuant to the federal Controlled Substances Act; (2) chemicals that bind opioid receptors in the brain or body referred to in the complaints in the Actions or otherwise related to the Covered Conduct or the Action; (3) any other controlled substances alleged to have contributed to, caused, or impacted the opioid crisis or alleged to have contributed to, caused, or impacted the opioid crisis or alleged to be abused in combination with Products, including but not limited to benzodiazepines, muscle relaxants, anesthetics, and sedatives; and (4) opiate antagonists, including but not limited to naloxone and naltrex.

P. “Released Claims” means any Claim by any Releasor against any Released Entity in any way arising from, growing out of or in any manner relating to, or based on the Covered Conduct or any Claim or potential Claim arising from or relating to the allegations that have been made or could have been made in the Actions. For the avoidance of doubt, the term “Released Claims” includes, but is not limited to: (a) Claims for alleged violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 et seq.; (b) Claims for alleged violations of state corrupt practices acts; (c) Claims for alleged violations of any federal, state, or local law, regulation, or ordinance concerning controlled substances; (d) Claims alleging any statutory or common law public nuisance; (e) Claims alleging any statutory or common law fraud, negligence, injury through criminal acts, conspiracy, or unjust enrichment; (f) Claims seeking the abatement of any nuisance or other condition the Settling Subdivisions’ jurisdictions; and (g)

Claims seeking relief for any sort of harm to the public or public interest. For the avoidance of doubt, this Settlement Agreement does not purport to release any claims that have been brought by the Non-Settling Entities, who are not parties or privies to this Settlement Agreement.

Q. “Releasors” means (a) the Settling Subdivisions and (b) all of their past, present, and future agencies, authorities, boards, commissions, councils, departments, districts, divisions, offices, predecessors, successors, assigns, officials (elected or unelected), employees, attorneys, agents, representatives, and any other persons or entities within control of any of the foregoing or through which any of the foregoing may take action or on whose behalf they have the right to give the releases set forth in this Settlement Agreement.

R. “Settlement Agreement” is this Master Settlement Agreement as defined in the Preamble.

S. “Settling Subdivision Release” shall mean the Settling Subdivision Release form attached as Exhibit B.

T. “Settling Subdivisions” are the local political subdivisions identified in Exhibit A.

U. “Costco Released Entities” means Costco, and all and each of its past, present, and future parents, related organizations, subsidiaries, divisions, departments, controlled entities, unincorporated business units, holding companies, affiliates, successors, or predecessors, and any of the past, present, and future officers, directors, stockholders, administrators, partners, members, associates, agents, attorneys, advisors, servants, subrogees, employees, representatives, beneficiaries, administrators, assigns, heirs, consultants, principals, and trustees, and their respective insurers and reinsurers in their capacity as such, of any of the foregoing entities. The Parties intend that “Costco Released Entities” be interpreted broadly.

2. Payment of Net Settlement Payment. In full and final satisfaction of all Released Claims, the Net Settlement Payment shall be paid to the Settling Subdivisions as follows:

- (a) Within 30 (thirty) days of the later of (a) the date on which Costco receives the final Settling Subdivision Release (as set forth in Paragraph 2(c)) or (b) the date that Costco receives a completed W-9 and wire instructions from the Settling Subdivisions’ counsel, Costco shall make a total payment of **\$5,318,750.00 as the Net Settlement Payment** into the Escrow Account for the benefit of the Settling Subdivisions.
- (b) The Net Settlement Payment will be apportioned among the Settling Subdivisions at the sole discretion of the Settling Subdivisions and their counsel. Costco shall not participate in the apportionment and shall not be responsible for the methodology or cost of the apportionment, and no person or entity shall have any claim against Costco or a Costco Released Entity concerning any apportionment or lack of apportionment. The sufficiency of the Aggregate Settlement Amount is acknowledged by the Parties and is inclusive of all attorneys’ fees and costs and any and all other charges, fees, liens, or costs associated with completing the terms of this Settlement Agreement, including, but not limited to, any and all assessments for any common benefit or court mandated assessment funds, any payments that may be required to satisfy liens or subrogation interests, and any fees and costs

associated with the setup and the administration of apportionment of the Aggregate Settlement Amount.

- (c) Within 21 (twenty-one) days of the Effective Date, all Settling Subdivisions identified in Exhibit A shall provide executed Settling Subdivision Releases to Costco.
- (d) Releases.
 - (i) Upon the Effective Date, Releasors shall be deemed to have fully, finally, and forever released the Costco Released Entities from all Released Claims with prejudice. For the avoidance of doubt, Releasors hereby absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist, or permit to be brought, filed, or claimed, any Released Claims of any type in any forum whatsoever arising from Covered Conduct against any of the Costco Released Entities. This Settlement Agreement shall constitute and may be pleaded as a complete bar to any Released Claim.
 - (ii) It is the intention of the Parties in executing this Settlement Agreement to effect a good-faith settlement by certain alleged joint tortfeasors. The Releasors intend to release all Costco Released Entities from any and all potential Released Claims for contribution or equitable or implied indemnity that may exist under any state or federal statutory or common law.
 - (iii) The releases set forth in this Settlement Agreement shall become effective immediately upon the Effective Date.

3. **Dismissals.** Within three (3) business days after the Payment Date, the Settling Subdivisions shall file Notices of Voluntary Dismissal with Prejudice in the Actions, voluntarily dismissing with prejudice all of the Settling Subdivisions' claims against Costco with prejudice and without costs.

4. **Contribution, Indemnification, Non-Party Settlement and Claim-Over.**

- (a) Statement of Intent. The Parties agree that they have entered into this Agreement in good faith based upon numerous factors, including the Costco Released Entities' role in the pharmacy market, and that payment made under this Agreement shall be the sole payment made by the Costco Released Entities to the Settling Subdivisions involving, arising out of, or related to the Covered Conduct, the Products, the Actions, or allegations encompassed by the complaints in the Actions. It is the further intent of the Parties that the Costco Released Entities should not seek contribution or indemnification (other than pursuant to any insurance contract) from other parties for their payment obligation under this Agreement; that Claims by the Settling Subdivisions against Non-Released Parties should not result in additional payments by any of the Costco Released Entities, whether through contribution, indemnification, or any other means; and that this Agreement meets

the requirements of applicable law or doctrine that reduces or discharges a released party's liability to any other parties.

- (b) **Non-Party Settlement.** To the extent that, on or after the Effective Date, any Settling Subdivision settles any Claims it may have against any Non-Released Party arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Costco Released Entity), the Products, or the Action, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Settling Subdivision will include in the Non-Released Party settlement (or in the case of a Non-Released Party settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, a prohibition on contribution or indemnity of any kind or a release from such Non-Released Party in favor of the Costco Released Entities or any Claim-Over.
- (c) **Claim-Over.** In the event that any Non-Released Party asserts a Claim arising out of or related to Covered Conduct, the Products, or the Actions against a Costco Released entity (a "Claim-Over"), then the Settling Subdivision and Costco Released Entities shall take the following actions to ensure that the Costco Released Entities do not pay more with respect to the Covered Conduct, the Products, or the Actions to the Settling Subdivision or to the Non-Released Party than the amount owed under this Agreement by Costco:
 - (i) Costco shall notify the Settling Subdivision of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or sixty (60) days of the Effective Date of this Agreement, whichever is later; and
 - (ii) The Settling Subdivision and Costco shall meet and confer and take steps sufficient and permissible under the law to hold the Costco Released Entities harmless from the Claim-Over and ensure that the Costco Released Entities are not required to pay more with respect to the Covered Conduct, the Products, or the Action than the amount owed by Costco under this Agreement. Such steps may include, where permissible: filing of motions to dismiss or such other appropriate motion by Costco or the Costco Released Entities, and supported by the Settling Subdivision, in response to any Claim filed in litigation or arbitration; reduction of that Settling Subdivision's Claim and any judgement it has obtained or may obtain against such Non-Released Party by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that the Settling Subdivision has obtained, may obtain, or has authority to control from such Non-Released Party; and such other actions as the Settling Subdivision and Costco may devise to hold the Costco Released Entities harmless from the Claim-Over.

5. **No Third-Party Beneficiaries.** Nothing in this Settlement Agreement is intended to or shall confer upon any third party other than Costco Released Entities any legal or equitable right, benefit, defense, or remedy of any nature whatsoever. The Releasors represent and warrant that they own the claims asserted in the Actions and released in this Agreement, and they have not assigned or otherwise conveyed their Claims related to Covered Conduct to any third party.

6. **No Admission of Liability.** Costco 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 Costco expressly denies. Costco does not admit that it caused or contributed to any public nuisance or harm, and Costco does not admit any wrongdoing that was or could have been alleged by the Settling Subdivisions. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Costco.
7. **Entire Agreement.** This Agreement, including Exhibit B, represents the full and complete terms of the settlement entered into by the Parties with respect to the subject matter of this Settlement Agreement. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms that are not part of this Agreement, may be introduced for any purpose whatsoever.
8. **Waiver, Modification, or Amendment.** This Settlement Agreement shall not be subject to waiver, modification, or amendment, unless by written instrument duly executed by all Parties. Waiver of a right under this agreement shall not be deemed a waiver of any other right. Forbearance, temporary waiver, or other failure to enforce any right under this Agreement shall not constitute a permanent waiver. This Agreement is agreed upon without trial or adjudication of any issue of fact or law or finding of liability of any kind and shall not be construed or used as a waiver or limitation of any defense otherwise available (including, but not limited to, jurisdictional defenses) to Costco or any other Costco Released Entity in any action (including, but not limited to, the Action) or any other proceeding.
9. **Arm's Length Negotiations.** 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.
10. **Counterparts.** This Agreement may be executed in counterparts, and a facsimile, DocuSign or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.
11. **Governing Law.** The terms of this Agreement shall be governed by the laws of the State of Washington.
12. **Settling Subdivisions' Participation in Global Settlement.** If, within six (6) months after execution of this Agreement, Costco enters into a global settlement, *i.e.*, a settlement that resolves opioid-related claims with at least ninety percent (90%) of the municipalities or subdivisions where Costco operated a pharmacy that dispensed opioids ("Costco Global Settlement") and if a Settling Subdivision to this Agreement would otherwise qualify for the Costco Global Settlement but for its release under this Agreement, the Settling Subdivision will not be prohibited from pursuing from the Costco Global Settlement fund the difference between its Individual Settlement Amount and any settlement allocations it would receive on or before December 31, 2026, under the Costco Global Settlement, provided that this paragraph does not create any additional obligations on Costco and provided that Costco is not required to pay an additional monetary amount to either the Settling Subdivision or the Costco Global Settlement because of the Settling Subdivision's

participation in either this Agreement or the Costco Global Settlement. A Settling Subdivision must pursue this amount prior to December 31, 2026.

13. **Confidentiality.** The Parties and their representatives, including their attorneys, shall not directly or indirectly issue any press release, convene any press conference, or otherwise initiate publicity with the media (including but not limited to newspapers, magazines, television, radio, podcast, online publications or broadcasts, social media, or other publications or mass media) regarding this Agreement or its terms.

The Parties and their representatives, including their attorneys, shall not disclose the terms of this Agreement to plaintiffs, potential plaintiffs, or counsel to the same involved in any opioid litigation in state or federal court.

Notwithstanding the foregoing, the Parties and their representatives, including their attorneys, may disclose to other parties and to any court the fact that the Actions have been settled without disclosing the Aggregate Settlement Amount, Net Settlement Payment, or other terms unless otherwise required by law, governmental procedure, or court order, such as if required by a public records request or as part of the approval process. Costco may disclose terms of this Agreement to any attorney, auditor, or insurer as reasonable to act on its behalf.

14. **Miscellaneous**

- (a) Each Party warrants and represents that it has the power and authority to enter into this Settlement Agreement and that this Settlement Agreement, and all documents delivered pursuant to this Settlement Agreement, are valid, binding and enforceable upon it. Further, each Party warrants and represents that no consent, approval, authorization or order of, and no notice to, or filing with any court, governmental authority, person or entity is required for its execution, delivery and performance of this Settlement Agreement.
- (b) None of the Parties has expressed any facts, representations, express or implied warranties, except as expressly contained in this Settlement Agreement.
- (c) This Settlement Agreement shall: (i) continue perpetually and shall be binding upon each of the Parties and their respective heirs, successors, and assigns; and (ii) inure to the benefit of each of the Parties and their respective heirs, successors, and assigns.
- (d) Each party (by virtue of the person signing this Agreement on such Party's behalf) expressly warrants and represents that it has carefully read this Agreement, has been represented by counsel in connection with the Actions and this Agreement, understands the content and effect of this Agreement, and signs this Agreement voluntarily and knowingly as its own free act.

15. **Venue.** Any suits, actions or proceedings arising out of this Agreement shall be brought exclusively in the United States District Court for the Western District of Washington.

16. **Notice.** All Notices under this Settlement Agreement shall be provided to the following Notice Designees via email and Overnight Mail. Notice shall be effective two days after the mailed document is sent.

For Costco

Costco Wholesale Corporation
999 Lake Drive
Issaquah, WA 98027
Attn: Gary Swearingen
Email: gdswearingen@costco.com

With a copy to:

Perkins Coie LLP
1201 Third Avenue, Suite 4900
Seattle, WA 98101
Attn: David J. Burman
Email: dburman@perkinscoie.com

For Settling Subdivisions

D'Amore Law Group
4230 Galewood Street, Suite 200
Lake Oswego, OR 97035
Attn: Thomas D'Amore
Email: tom@damorelaw.com

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

Date:

Costco Wholesale Corporation

By:

Name:

Title:

Date: _____ Clackamas County, Oregon _____

By: _____

Name: _____

Title: _____

Date: _____ Clatsop County, Oregon _____

By: _____

Name: _____

Title: _____

Date: _____ Columbia County, Oregon _____

By: _____

Name: _____

Title: _____

Date: _____ Curry County, Oregon _____

By: _____

Name: _____

Title: _____

Date: _____ Jackson County, Oregon _____

By: _____

Name: _____

Title: _____

Date: _____ Josephine County, Oregon _____

By: _____

Name: _____

Title: _____

Date: _____

Lane County, Oregon

By:

Name:

Title:

Date: _____

Washington County, Oregon

By:

Name:

Title:

Date: _____

Yamhill County, Oregon

By:

Name:

Title:

Exhibit A

1. Clackamas County, Oregon
2. Clatsop County, Oregon
3. Columbia County, Oregon
4. Curry County, Oregon
5. Jackson County, Oregon
6. Josephine County, Oregon
7. Lane County, Oregon
8. Washington County, Oregon
9. Yamhill County, Oregon

Exhibit B

SETTLING SUBDIVISION RELEASE

1. Definitions. Capitalized terms used and not defined in this Settling Subdivision Release have the respective meanings assigned to them in the Master Settlement Agreement executed on behalf of Releasor on _____.

2. Agreement and Release.

(a) In consideration of the covenants, agreements, and undertakings of the Parties under the Master Settlement Agreement and this Settling Subdivision Release, the undersigned [Columbia County/City], on behalf of itself and its respective present and former affiliated entities, successors, and assigns (collectively, "**Releasor**") hereby agrees to the Master Settlement Agreement and releases, waives, and forever discharges Costco Wholesale Corp. and its respective present and former, direct and indirect, parents, subsidiaries, affiliates, employees, officers, directors, shareholders, members, agents, representatives, successors, and assigns (collectively, "**Releasee**") of and from any and all Claims, which any of such Releasors ever had, now have, or hereafter can, shall, or may have against any of such Releasee for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the date of this Release Agreement arising out of or relating to the Covered Conduct.

(b) Releasor understands that it might later discover Claims or facts that may be different from, or in addition to, those that it now knows or believes to exist regarding the subject matter of this Release and which, if known at the time of signing this Release, may have materially affected this Release and Releasor's decision to enter into it and grant this Release. Nevertheless, Releasor intends to fully, finally, and forever settle and release all Claims related to Covered Conduct that now exist, may exist, or previously existed, as set out in this Release, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. Releasor hereby waives any right or Claim related to Covered Conduct that might arise as a result of such different or additional Claims or facts. Releasor expressly, knowingly, and intentionally waives any and all rights, benefits, and protections of any state or federal statute or common law principle limiting the scope of a general release.

3. Representations and Warranties. Releasor hereby represents and warrants that:

(a) It has the full right, power, and authority to enter into this Release and the Master Settlement Agreement and to perform its obligations under this Release and the Master Settlement Agreement.

(b) The execution of this Release by the individual whose signature is set out at the end of this Release on behalf of such Party, and the delivery of this Release, have been duly authorized by all necessary action on the part of Releasor.

(c) This Release has been executed and delivered by Releasor and constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms and the terms of the Master Settlement Agreement.

(d) Releasor knows of no Claims relating to the Settlement Agreement or arising out of the Covered Conduct that are not covered by the Release, and Releasor has neither assigned nor transferred any of the released Claims to any person or entity and no person or entity has subrogated to or has any interest or rights in any Claims.

4. Miscellaneous.

(a) This Release Agreement, and each of its terms and provisions, may only be amended, modified, waived, or supplemented by an agreement in writing signed by each Party.

(b) The Parties drafted this Release Agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(c) The headings in this Release Agreement are for reference only and do not affect the interpretation of this Release Agreement.

(d) If any term or provision of this Release Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(e) Releasor shall pay its own costs and expenses in connection with the drafting, negotiation, and execution of this Release Agreement and the Master Settlement Agreement (including the fees and expenses of its advisors, accountants, and legal counsel).

I am authorized to and execute this Settling Subdivision Release on behalf of

Columbia County, Oregon

Name:_____

Title:_____

Date:_____