

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ADDENDUM TO EMPLOYMENT CONTRACT
SEPARATION AGREEMENT

WHEREAS, On or about December 9, 2020, Joseph Dawson, III ("Mr. Dawson") and the County of Charleston ("The County") entered into an Employment Contract Separation Agreement ("Agreement"); and

WHEREAS, The Agreement is attached hereto and expressly incorporated into this Addendum. All terms of the Agreement remain in full force and effect except as expressly amended herein; and

WHEREAS, Mr. Dawson has been confirmed to serve as a Judge on the United States District Court for the District of South Carolina and is serving in that capacity; and

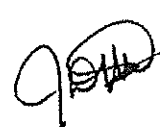
WHEREAS, members of the public have expressed genuine concerns about the intent and the import of certain provisions of the Agreement. As a result, the County and Mr. Dawson wish to clarify the Agreement and modify certain terms in order to allay those concerns and to avoid any appearance of impropriety.

THEREFORE, for valuable mutual consideration, the sufficiency of which is acknowledged by the parties, the County and Mr. Dawson amend the Agreement as follows:

1. ITEM ONE: CONSIDERATION AND RELEASE is amended as follows: Sections B & C are deleted in their entirety and replaced with the following:

"B. The parties acknowledge that during his service as County Attorney since October 2001 Mr. Dawson has been a witness to or participant in every significant business or legal transaction in which the County has been involved. In the course of his service, Mr. Dawson has acquired a vast and irreplaceable fund of institutional and historical knowledge about the County. The parties acknowledge that it would be highly disadvantageous to the County to be deprived of access to the non-legal information that Mr. Dawson possesses and that from time to time in the future it might be necessary for Mr. Dawson to provide this information. Therefore, Mr. Dawson agrees to cooperate if or when it becomes legally and/or ethically necessary to do so.

In consideration for the foregoing services previously rendered as County Attorney, the County has paid Mr. Dawson the sum of two hundred sixteen thousand dollars (\$216,000.00), the receipt and adequacy of which he hereby acknowledges. It is expressly understood and agreed that as a United States District Judge Mr. Dawson cannot and will not provide any services or advice to the County and he shall in no way be employed by or affiliated with the County.



Addendum to Employment Contract
Separation Agreement

Mr. Dawson acknowledges that the payments authorized herein are made as payment for past work as an independent contractor and are not subject to deduction for taxes and other mandatory deductions.

C. Mr. Dawson's employment ended on December 23, 2020."

2. ITEM ONE: CONSIDERATION AND RELEASE, Section D: The Agreement provides for payment of a future fee to Mr. Dawson in consideration of his efforts in leading the County's effort to take action to recover its losses incurred as a result of the manufacture, distribution and sale of opioid drugs. Mr. Dawson developed the County's theory of recovery, arranged for the retention of experienced litigation counsel, and initiated litigation in the case styled *Charleston County, South Carolina v. Purdue Pharma L.P. et al.*, Civil Action Number 2:19-cv-02099-MDL. It was the parties' intention that Mr. Dawson be appropriately compensated for his efforts in the event that the County should receive a recovery in that litigation. The parties now agree, however, that the County should not be contractually bound to compensate Mr. Dawson for his past efforts in pursuing the Opioid claim. Accordingly, Item One, Section D of the Agreement is deleted in its entirety.

3. Except as specifically provided herein, all provisions of the Agreement shall remain in full force and effect.

JOSEPH DAWSON, III

By: Joseph Dawson III

Date: 11 MAY 2021

CHARLESTON COUNTY

By: William J. Tuter
County Administrator

Date: 5-17-21

WITNESS/ATTEST

1) Jana Brumfield

2) Charlotte D. Decker

WITNESS/ATTEST

1) Natalie H

2) Amanda D. Turner