

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is made and entered into on this 24<sup>th</sup> day of November 2021, by and between Plaintiffs St. Louis Regional Convention and Sports Complex Authority, the City of St. Louis and St. Louis County (collectively, "Plaintiffs") and Defendants the National Football League, and all other defendants named in Case No. 1722-CC-00976 pending in the Circuit Court of St. Louis City, Missouri (collectively, "Defendants"). Plaintiffs and Defendants are hereinafter collectively referred to as the "Parties."

WHEREAS, on April 12, 2017, Plaintiffs filed a Petition against Defendants in the Circuit Court of St. Louis City, Case No. 1722-CC-00976 (the "Action").

WHEREAS, the Defendants denied the material allegations of the Petition.

WHEREAS, the Parties mediated on November 23, 2021.

WHEREAS, the Parties have agreed to resolve all claims asserted in the Action;  
and

WHEREAS, in the interest of terminating the expense necessitated by this dispute, in compromise of disputed claims, and not acknowledging any liability and for purposes of ending the Action, the Parties now desire to completely, absolutely and forever settle, compromise, resolve, satisfy and dispose of any and all potential claims between or among the Parties whether known or unknown, suspected or unsuspected, including all claims asserted in the Action, on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

1. Payment to Plaintiffs. In consideration of the releases and covenants set forth herein, Defendants shall pay to Plaintiffs the collective sum of \$790,000,000.00 (Seven Hundred Ninety Million Dollars).

2. Defendants will pay 35% of the amount set forth in paragraph 1 plus identified costs to an account as directed by Dowd Bennett LLP and Blitz Bardgett & Deutsch. The remainder of the amount set forth in paragraph 1 will be paid to an account as directed by the Plaintiffs.

3. All Plaintiffs accept this payment as a collective sum to resolve the Action and it is the sole responsibility of Plaintiffs to determine the allocation among the Plaintiffs in the Action.

4. Defendants shall make such payment within thirty (30) days of the date of this Agreement. The payment shall be made per wiring instructions provided by Plaintiffs.

5. Dismissal of Action. In consideration of the releases and covenants set forth herein, within seven (7) days of receipt of payment of the funds described above, the Parties shall file a Joint Stipulation of Dismissal with Prejudice, pursuant to which the Parties shall dismiss with prejudice all of their respective claims in the Action, with each party to bear its own costs, expenses

and attorneys' fees, provided that nothing in this Agreement shall be construed to limit or otherwise modify any pre-existing indemnification obligation of any Party. In the interim, all pending due dates, deposition notices, and any other court activity and deadlines shall be suspended.

6. Release of Defendants. In consideration of the promises and covenants set forth herein, Plaintiffs and all of their members, attorneys, insurers, successors in interest, affiliated corporations, subdivisions, affiliates, parents, subsidiaries, related entities and assigns, and all officers, directors, employees, agents, attorneys, predecessors and successors thereof, hereby release, acquit and forever discharge Defendants, their members, attorneys, insurers, successors in interest, affiliated corporations, owners, affiliates, parents, subsidiaries, related entities and assigns, and all officers, directors, employees, agents, attorneys, predecessors and successors thereof and all other potentially liable and/or responsible parties from and against any and all claims, demands, damages, actions and causes of action, suits, costs, attorneys' fees, expenses and liabilities of any kind whatsoever, foreseen or unforeseen or unforeseeable, now known or unknown or which hereafter may be discovered, in equity or at law, either direct or consequential, for or by reason of any matter, cause or thing, occurring at any time prior to or contemporaneous with the execution of this Agreement, including without limitation on the foregoing, any claims which were, or could have been, alleged in the Action or which otherwise relate to, directly or indirectly, in any manner, the claims alleged in the Action and the Parties' prior dealings or relationship. Plaintiffs and each of them covenant not to sue any Defendant or Defendants over any released claims.

7. Release of Plaintiffs. In consideration of the promises and covenants set forth herein, Defendants and all of their members, attorneys, insurers, successors in interest, affiliated corporations, subdivisions, affiliates, parents, subsidiaries, related entities and assigns, and all officers, directors, employees, agents, attorneys, predecessors and successors thereof, hereby release, acquit and forever discharge Plaintiffs, their subdivisions, agencies, instrumentalities, divisions, members, attorneys, insurers, successors in interest, affiliated corporations or entities or subdivisions, owners, affiliates, parents, subsidiaries, related entities and assigns, and all officers, directors, employees, agents, attorneys, predecessors and successors thereof and all other potentially liable and/or responsible parties from and against any and all claims, demands, damages, actions and causes of action, suits, costs, attorneys' fees, expenses and liabilities of any kind whatsoever, foreseen or unforeseen or unforeseeable, now known or unknown or which hereafter may be discovered, in equity or at law, either direct or consequential, for or by reason of any matter, cause or thing, occurring at any time prior to or contemporaneous with the execution of this Agreement, including without limitation on the foregoing, any claims which were, or could have been, alleged in the Action or which otherwise relate to, directly or indirectly, in any manner, the claims alleged in the Action and the Parties' prior dealings or relationship. Defendants and each of them covenant not to sue any Plaintiff or Plaintiffs over any released claims.

8. Parties' Authority. The signatories below represent and warrant that they are fully authorized to enter into this Agreement and bind the Parties and all releasors/releasees to its terms and conditions.

9. Pursuant to the Protective Order filed May 30, 2018, within seven days after entry of the Stipulation of Dismissal, all copies of Confidential Information, including all notes with respect to such information, shall be destroyed. Written confirmation of such destruction shall be

provided to counsel for the party that produced the Confidential Information within 10 days thereafter. The Court shall retain jurisdiction to enforce the terms of the Protective Order, and in the event of a violation of the terms thereof, the Court may enter such orders as it deems appropriate, including but not limited to orders for contempt or other sanction. Nothing in the Protective Order shall be construed to apply to, limit or affect the right of any Party to pursue preliminary or permanent injunctive relief to prevent the threatened, commenced but not completed, or continuing breach or attempted breach of any of the provisions of the Protective Order pertaining to the protection of Confidential Information. The Court shall also retain jurisdiction over the Parties and recipients of Confidential Information or enforcement of the provisions of the Protective Order following termination of this litigation.

10. Applicable Law and Venue. This Agreement shall be governed by, construed and interpreted according to the laws of the State of Missouri without reference to conflicts of law principles. Any legal action or proceeding arising out of this Agreement shall be brought only in the St. Louis City Circuit Court, 22nd Judicial Circuit of Missouri. The Parties hereby consent to the jurisdiction of, and agree that venue is proper in, that court for legal actions or proceedings arising out of this Agreement.

11. Severability and Interpretation. If a court of competent jurisdiction determines that any provision contained in this Agreement, or any part thereof, cannot for any reason be enforced, the Parties agree that such determination shall not affect or invalidate the remainder of this Agreement, which shall remain in full force and effect. The terms of this Agreement have been negotiated by the Parties, with assistance of their respective counsel, and the Parties agree that in litigation involving this Agreement, if any, the fact of the draftsmanship shall not be construed against any party.

12. Representation. The Parties stipulate and acknowledge that each has been represented by counsel throughout the settlement process and has decided, with the advice of counsel and free of any duress or coercion, to enter into this Agreement.

13. Binding Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, and their heirs, successors and assigns.

14. Captions. The captions contained in the various sections of this Agreement are for convenience of reference only and do not in any way limit, expand or modify the terms and provisions of this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall together constitute one and the same Agreement. The Parties agree that the executed counterparts may be delivered to the other party by electronic or facsimile transmission, and that such copies shall be deemed original copies.

16. This document is the entire agreement of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date written below.

[Signature Page On Following Page]


Dated: November \_\_, 2021

St. Louis Regional Convention and Sports Complex Authority,

By:   
James S. Bradley Chair

Dated: November 23, 2021

City of St. Louis

By:   
Sheena Hamilton


Dated: November 23, 2021

~~County~~ of St. Louis County

By:   
Both Orwick


Dated: November 24, 2021

National Football League,

By:   
JEFFREY PASHA

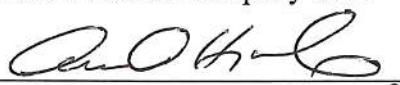
Dated: November 24, 2021

National Football League, on behalf of all Defendants not specifically named ~~above~~ herein

By:   
JEFFREY PASHA

Dated: November 23 2021

The Rams Football Company LLC

By:   
Andrew A. Kassof

Dated: November 23, 2021

E. Stanley Kroenke

By:   
Andrew A. Kassof