

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter “Settlement Agreement”) dated and effective as stated in paragraph H.2, is made by and among Feld Entertainment, Inc. (“FEI”) and the Animal Welfare Institute (“AWI”); the Fund For Animals (“FFA”); Tracie Rider, substituted under Federal Rule of Civil Procedure 25(a)(1) by Court Order of April 28, 2014, for decedent Thomas Eugene Rider; Born Free USA United with Animal Protection Institute (“BFUSA/API”); the Wildlife Advocacy Project (“WAP”); Meyer Glitzenstein & Crystal (“MGC”); Katherine A. Meyer; Eric R. Glitzenstein; Howard M. Crystal; the Humane Society of the United States (“HSUS”); Jonathan R. Lovvorn; and Kimberly D. Ockene (hereinafter the “Parties” or “Party” when referred to individually).

WITNESSETH

WHEREAS FEI is a defendant, AWI, FFA, Tracie Rider on behalf of the estate of Thomas Eugene Rider, and BFUSA/API (collectively the “03-2006 Plaintiffs”) are plaintiffs, and MGC, Katherine A. Meyer, Eric R. Glitzenstein, Howard M. Crystal, HSUS, Jonathan R. Lovvorn, and Kimberly D. Ockene are Parties from which FEI has sought attorneys’ fees or sanctions, in the currently pending action captioned as *Animal Welfare Institute, et al., v. Feld Entertainment, Inc.*, Civil Action No. 03-2006 (EGS/JMF) (D.D.C.) (“Civil Action No. 03-2006 (EGS/JMF) (D.D.C.)”), and FEI is a plaintiff and AWI, FFA, Tracie Rider on behalf of the estate of Thomas Eugene Rider, BFUSA/API, WAP, MGC, Katherine A. Meyer, Eric R. Glitzenstein, Howard M. Crystal, HSUS, Jonathan R. Lovvorn, and Kimberly D. Ockene (collectively the “07-1532 Defendants”) are defendants in the currently pending action captioned as *Feld Entertainment, Inc. v. Animal Welfare Institute, et al.*, Civil Action No. 07-1532 (EGS/JMF) (D.D.C.) (“Civil Action No. 07-1532 (EGS/JMF) (D.D.C.)”) (collectively “the Lawsuits”);

WHEREAS the Parties to this Settlement Agreement are desirous of forever compromising, settling and resolving all claims or potential claims between them except for the obligations created hereunder by this Settlement Agreement, and except as otherwise expressly provided by herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

A. Financial Terms

1. By no later than 10:00 a.m. Eastern Daylight Time (hereinafter "EDT"), on May 14, 2014, the 03-2006 Plaintiffs and 07-1532 Defendants shall transmit to FEI, and FEI shall receive, the sum of fifteen million seven hundred fifty thousand dollars and no cents (\$15,750,000.00), which sum shall be transmitted and received in immediately available funds via wire transfer. Counsel for FEI shall provide counsel for FFA written instructions for the transmission of funds referred to in this paragraph A.1 no later than 5:00 p.m. EDT on May 13, 2014. Confirmation of the receipt of funds by FEI via wire transfer shall be made, via electronic mail, to Roger Zuckerman (rzuckerman@zuckerman.com), counsel for FFA, by John M. Simpson, counsel for FEI (john.simpson@nortonrosefulbright.com).

B. Joint Stipulations of Dismissal with Prejudice

1. After the transmission by the 03-2006 Plaintiffs and 07-1532 Defendants and confirmation of receipt by FEI of the funds described in paragraph A.1 above and (i) no earlier than 9:00 a.m. EDT on May 15, 2014, and (ii) no later than 12:00 p.m. EDT on May 15, 2014, FEI shall file on behalf of the Parties, pursuant to Fed R. Civ. P. 41, joint stipulations of dismissal with prejudice of the Parties' respective claims against each other in the Lawsuits, to be approved and entered by order of the Court in each case. The forms of these joint stipulations of

dismissal with prejudice and proposed court orders are attached as Exhibits 1 and 2 to this Settlement Agreement.

C. Communications with Media and Confidentiality

1. **Communications with Media.** None of the Parties shall communicate with the media concerning the Parties' settlement or the joint stipulations of dismissal with prejudice referred to in paragraph B.1 above prior to the filing of both said joint stipulations of dismissal with prejudice with the Court. FEI shall issue its press release concerning the Parties' settlement by 1:00 p.m. EDT on May 15, 2014. For a period of two (2) hours after FEI files the joint stipulations of dismissal with prejudice referred to in paragraph B.1 above, no Party other than FEI shall have communications with the media concerning the Parties' settlement, the joint stipulations of dismissal with prejudice, or FEI's press release, except that in response to specific media inquiries concerning the Parties' settlement, the joint stipulations of dismissal with prejudice, or FEI's press release, any Party other than FEI may state that they will make a statement at the conclusion of the two hour period.

2. **Confidentiality.** No Party shall publicly disclose the fact of settlement or the terms of settlement prior to the filing of the joint stipulations of dismissal with prejudice, except as may be required by obligations to the Court or Court personnel, and any such communication to the Court or its personnel shall be a joint, confidential communication of the Parties through counsel to the extent practicable.

D. Mutual Releases

1. **FEI to AWI**

a. FEI, for itself and its respective legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors,

shareholders, attorneys, accountants, managers, and all other legally associated persons or entities of FEI, hereby releases and forever discharges AWI and its respective legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, attorneys, accountants, managers, and all other legally associated persons or entities of AWI of any and all claims, demands, damages, actions or causes of action based upon, arising out of, or in any way connected in whole or in part with any act, omission, transaction, occurrence or other event occurring prior to the effective date of this Settlement Agreement, including, but not limited to, any and all claims that were or could have been asserted in the Lawsuits or which relate to the conduct of the Parties in those actions, unless specifically excluded herein. This release encompasses all claims or demands whatsoever in law or in equity, including a waiver of any rights under any federal or state statute purporting to limit the scope of this release, including those which may be asserted by successors or assigns by reason of any matter, prior to the effective date of this Settlement Agreement.

b. FEI specifically excludes from its release any and all claims arising out of any breach or failure to perform any provision of this Settlement Agreement.

c. This release shall be effective upon the transmission and receipt of the funds described in paragraph A.1 above.

d. This is a full and final release of all claims of every nature and kind whatsoever, including any claims which may exist or which FEI, or anyone claiming by or through FEI, may contend exist, including witness fees, attorney's fees and costs in connection with the Lawsuits. FEI understands and agrees that this release covers all claims that are known or unknown, suspected or unsuspected, accrued or unaccrued.

e. FEI acknowledges that it has been fully informed and has full knowledge of the terms of this release and that it enters into this release voluntarily after conferring with legal counsel of its choice.

2. **FEI to FFA and HSUS**

a. FEI, for itself and its respective legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, shareholders, attorneys, accountants, managers, and all other legally associated persons or entities of FEI, hereby releases and forever discharges FFA and HSUS and their respective legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, attorneys, accountants, managers, and all other legally associated persons or entities of FFA or HSUS of any and all claims, demands, damages, actions or causes of action based upon, arising out of, or in any way connected in whole or in part with any act, omission, transaction, occurrence or other event occurring prior to the effective date of this Settlement Agreement, including, but not limited to, any and all claims that were or could have been asserted in the Lawsuits or which relate to the conduct of the Parties in those actions, unless specifically excluded herein. This release encompasses all claims or demands whatsoever in law or in equity, including a waiver of any rights under any federal or state statute purporting to limit the scope of this release, including those which may be asserted by successors or assigns by reason of any matter, prior to the effective date of this Settlement Agreement.

b. FEI specifically excludes from its release any and all claims arising out of any breach or failure to perform any provision of this Settlement Agreement.

c. This release shall be effective upon the transmission and receipt of the funds described in paragraph A.1 above.

d. This is a full and final release of all claims of every nature and kind whatsoever, including any claims which may exist or which FEI, or anyone claiming by or through FEI, may contend exist, including witness fees, attorney's fees and costs in connection with the Lawsuits. FEI understands and agrees that this release covers all claims that are known or unknown, suspected or unsuspected, accrued or unaccrued.

e. FEI acknowledges that it has been fully informed and has full knowledge of the terms of this release and that it enters into this release voluntarily after conferring with legal counsel of its choice.

3. **FEI to the Estate of Thomas Eugene Rider and all Heirs, Successors, and Assigns, as Represented by Tracie Rider**

a. FEI, for itself and its respective legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, shareholders, attorneys, accountants, managers, and all other legally associated persons or entities of FEI, hereby releases and forever discharges Thomas Eugene Rider and his legal representatives, successors and assigns, agents, representatives, attorneys, accountants, and all other persons or entities legally associated with the Estate of Thomas Eugene Rider of any and all claims, demands, damages, actions or causes of action based upon, arising out of, or in any way connected in whole or in part with any act, omission, transaction, occurrence or other event occurring prior to the effective date of this Settlement Agreement, including, but not limited to, any and all claims that were or could have been asserted in the Lawsuits or which relate to the conduct of the Parties in those actions, unless specifically excluded herein. This release

encompasses all claims or demands whatsoever in law or in equity, including a waiver of any rights under any federal or state statute purporting to limit the scope of this release, including those which may be asserted by successors or assigns by reason of any matter, prior to the effective date of this Settlement Agreement.

b. FEI specifically excludes from its release any and all claims arising out of any breach or failure to perform any provision of this Settlement Agreement.

c. This release shall be effective upon the transmission and receipt of the funds described in paragraph A.1 above.

d. This is a full and final release of all claims of every nature and kind whatsoever, including any claims which may exist or which FEI, or anyone claiming by or through FEI, may contend exist, including witness fees, attorney's fees and costs in connection with the Lawsuits. FEI understands and agrees that this release covers all claims that are known or unknown, suspected or unsuspected, accrued or unaccrued.

e. FEI acknowledges that it has been fully informed and has full knowledge of the terms of this release and that it enters into this release voluntarily after conferring with legal counsel of its choice.

4. **FEI to BFUSA/API**

a. FEI, for itself and its respective legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, shareholders, attorneys, accountants, managers, and all other legally associated persons or entities of FEI, hereby releases and forever discharges BFUSA/API and its respective legal representatives, predecessors, successors and assigns, present and former subsidiaries and

affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, attorneys, accountants, managers, and all other legally associated persons or entities of BFUSA/API of any and all claims, demands, damages, actions or causes of action based upon, arising out of, or in any way connected in whole or in part with any act, omission, transaction, occurrence or other event occurring prior to the effective date of this Settlement Agreement, including, but not limited to, any and all claims that were or could have been asserted in the Lawsuits or which relate to the conduct of the Parties in those actions, unless specifically excluded herein. This release encompasses all claims or demands whatsoever in law or in equity, including a waiver of any rights under any federal or state statute purporting to limit the scope of this release, including those which may be asserted by successors or assigns by reason of any matter, prior to the effective date of this Settlement Agreement.

b. FEI specifically excludes from its release any and all claims arising out of any breach or failure to perform any provision of this Settlement Agreement.

c. This release shall be effective upon the transmission and receipt of the funds described in paragraph A.1 above.

d. This is a full and final release of all claims of every nature and kind whatsoever, including any claims which may exist or which FEI, or anyone claiming by or through FEI, may contend exist, including witness fees, attorney's fees and costs in connection with the Lawsuits. FEI understands and agrees that this release covers all claims that are known or unknown, suspected or unsuspected, accrued or unaccrued.

e. FEI acknowledge that it has been fully informed and has full knowledge of the terms of this release and that it enters into this release voluntarily after conferring with legal counsel of its choice.

5. **FEI to WAP**

a. FEI, for itself and its respective legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, shareholders, attorneys, accountants, managers, and all other legally associated persons or entities of FEI, hereby releases and forever discharges WAP and its respective legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, attorneys, accountants, managers, and all other legally associated persons or entities of WAP of any and all claims, demands, damages, actions or causes of action based upon, arising out of, or in any way connected in whole or in part with any act, omission, transaction, occurrence or other event occurring prior to the effective date of this Settlement Agreement, including, but not limited to, any and all claims that were or could have been asserted in the Lawsuits or which relate to the conduct of the Parties in those actions, unless specifically excluded herein. This release encompasses all claims or demands whatsoever in law or in equity, including a waiver of any rights under any federal or state statute purporting to limit the scope of this release, including those which may be asserted by successors or assigns by reason of any matter, prior to the effective date of this Settlement Agreement.

b. FEI specifically excludes from its release any and all claims arising out of any breach or failure to perform any provision of this Settlement Agreement.

c. This release shall be effective upon the transmission and receipt of the funds described in paragraph A.1 above.

d. This is a full and final release of all claims of every nature and kind whatsoever, including any claims which may exist or which FEI, or anyone claiming by or through FEI, may contend exist, including witness fees, attorney's fees and costs in connection with the Lawsuits. FEI understands and agrees that this release covers all claims that are known or unknown, suspected or unsuspected, accrued or unaccrued.

e. FEI acknowledges that it has been fully informed and has full knowledge of the terms of this release and that it enters into this release voluntarily after conferring with legal counsel of its choice.

6. FEI to MGC

a. FEI, for itself and its respective legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, shareholders, attorneys, accountants, managers, and all other legally associated persons or entities of FEI, hereby releases and forever discharges MGC and its respective legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, attorneys, accountants, and managers of any and all claims, demands, damages, actions or causes of action based upon, arising out of, or in any way connected in whole or in part with any act, omission, transaction, occurrence or other event occurring prior to the effective date of this Settlement Agreement, including, but not limited to, any and all claims that were or could have been asserted in the Lawsuits or which relate to the conduct of the Parties in those actions, unless specifically excluded herein. This release encompasses all claims or demands whatsoever in law or in equity, including a waiver of any

rights under any federal or state statute purporting to limit the scope of this release, including those which may be asserted by successors or assigns by reason of any matter, prior to the effective date of this Settlement Agreement.

b. FEI specifically excludes from its release any and all claims arising out of any breach or failure to perform any provision of this Settlement Agreement.

c. This release shall be effective upon the transmission and receipt of the funds described in paragraph A.1 above.

d. This is a full and final release of all claims of every nature and kind whatsoever, including any claims which may exist or which FEI, or anyone claiming by or through FEI, may contend exist, including witness fees, attorney's fees and costs in connection with the Lawsuits. FEI understands and agrees that this release covers all claims that are known or unknown, suspected or unsuspected, accrued or unaccrued.

e. FEI acknowledges that it has been fully informed and has full knowledge of the terms of this release and that it enters into this release voluntarily after conferring with legal counsel of its choice.

7. FEI to Katherine A. Meyer, Eric R. Glitzenstein, Howard M. Crystal, Jonathan R. Lovvorn and Kimberly D. Ockene

a. FEI, for itself and its respective legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, shareholders, attorneys, accountants, managers, and all other legally associated persons or entities of FEI, hereby releases and forever discharges Katherine A. Meyer, Eric R. Glitzenstein, Howard M. Crystal, Jonathan R. Lovvorn and Kimberly D. Ockene and their respective legal representatives, successors and assigns, partners, agents, representatives, attorneys, and

accountants, of any and all claims, demands, damages, actions or causes of action based upon, arising out of, or in any way connected in whole or in part with any act, omission, transaction, occurrence or other event occurring prior to the effective date of this Settlement Agreement, including, but not limited to, any and all claims that were or could have been asserted in the Lawsuits or which relate to the conduct of the Parties in those actions, unless specifically excluded herein. This release encompasses all claims or demands whatsoever in law or in equity, including a waiver of any rights under any federal or state statute purporting to limit the scope of this release, including those which may be asserted by successors or assigns by reason of any matter, prior to the effective date of this Settlement Agreement.

b. FEI specifically excludes from its release any and all claims arising out of any breach or failure to perform any provision of this Settlement Agreement.

c. This release shall be effective upon the transmission and receipt of the funds described in paragraph A.1 above.

d. This is a full and final release of all claims of every nature and kind whatsoever, including any claims which may exist or which FEI, or anyone claiming by or through FEI, may contend exist, including witness fees, attorney's fees and costs in connection with the Lawsuits. FEI understands and agrees that this release covers all claims that are known or unknown, suspected or unsuspected, accrued or unaccrued.

e. FEI acknowledges that it has been fully informed and has full knowledge of the terms of this release and that it enters into this release voluntarily after conferring with legal counsel of its choice.

8. **AWI to FEI**

a. AWI, for itself and its legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, shareholders, attorneys, accountants, managers, and all other legally associated persons or entities, hereby releases and forever discharges FEI and its respective legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, shareholders, attorneys, accountants, managers, and all other legally associated persons or entities of FEI of any and all claims, demands, damages, actions or causes of action based upon, arising out of, or in any way connected in whole or in part with any act, omission, transaction, occurrence or other event occurring prior to the effective date of this Settlement Agreement, including, but not limited to, any and all claims that were or could have been asserted in the Lawsuits or which relate to the conduct of the Parties in those actions, unless specifically excluded herein. This release encompasses all claims or demands whatsoever in law or in equity, including a waiver of any rights under any federal or state statute purporting to limit the scope of this release, including those which may be asserted by successors or assigns by reason of any matter, prior to the effective date of this Settlement Agreement.

b. AWI specifically excludes from its release any and all claims arising out of any breach or failure to perform any provision of this Settlement Agreement.

c. This release shall be effective upon the transmission and receipt of the funds described in paragraph A.1 above.

d. This is a full and final release of all claims of every nature and kind whatsoever, including any claims which may exist or which AWI, or anyone claiming by or through AWI, may contend exist, including witness fees, attorney's fees and costs in connection with the Lawsuits. AWI understands and agrees that this release covers all claims that are known or unknown, suspected or unsuspected, accrued or unaccrued.

e. AWI acknowledges that it has been fully informed and has full knowledge of the terms of this release and that it enters into this release voluntarily after conferring with legal counsel of its choice.

9. FFA and HSUS to FEI

a. FFA and HSUS, for themselves and their legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, shareholders, attorneys, accountants, managers, and all other legally associated persons or entities, hereby releases and forever discharges FEI and its respective legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, shareholders, attorneys, accountants, managers, and all other legally associated persons or entities of FEI of any and all claims, demands, damages, actions or causes of action based upon, arising out of, or in any way connected in whole or in part with any act, omission, transaction, occurrence or other event occurring prior to the effective date of this Settlement Agreement, including, but not limited to, any and all claims that were or could have been asserted in the Lawsuits or which relate to the conduct of the Parties in those actions, unless specifically excluded herein. This release encompasses all claims or demands whatsoever in law

or in equity, including a waiver of any rights under any federal or state statute purporting to limit the scope of this release, including those which may be asserted by successors or assigns by reason of any matter, prior to the effective date of this Settlement Agreement.

b. FFA and HSUS specifically exclude from their release any and all claims arising out of any breach or failure to perform any provision of this Settlement Agreement.

c. This release shall be effective upon the transmission and receipt of the funds described in paragraph A.1 above.

d. This is a full and final release of all claims of every nature and kind whatsoever, including any claims which may exist or which FFA or HSUS, or anyone claiming by or through FFA or HSUS, may contend exist, including witness fees, attorney's fees and costs in connection with the Lawsuits. FFA and HSUS understand and agree that this release covers all claims that are known or unknown, suspected or unsuspected, accrued or unaccrued.

e. FFA and HSUS acknowledge that they have been fully informed and have full knowledge of the terms of this release and that they enter into this release voluntarily after conferring with legal counsel of their choice.

10. **The Estate of Thomas Eugene Rider, and all Heirs, Successors, and Assigns, as Represented by Tracie Rider, to FEI**

a. Tracie Rider, for herself and on behalf of the Estate of Thomas Eugene Rider and its legal representatives, successors and assigns, agents, representatives, attorneys, accountants, and all other persons or entities legally associated with the Estate of Thomas Eugene Rider, hereby releases and forever discharges FEI and its respective legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent

contractors, officers, directors, shareholders, attorneys, accountants, managers, and all other legally associated persons or entities of FEI of any and all claims, demands, damages, actions or causes of action based upon, arising out of, or in any way connected in whole or in part with any act, omission, transaction, occurrence or other event occurring prior to the effective date of this Settlement Agreement, including, but not limited to, any and all claims that were or could have been asserted in the Lawsuits or which relate to the conduct of the Parties in those actions, unless specifically excluded herein. This release encompasses all claims or demands whatsoever in law or in equity, including a waiver of any rights under any federal or state statute purporting to limit the scope of this release, including those which may be asserted by successors or assigns by reason of any matter, prior to the effective date of this Settlement Agreement.

b. Tracie Rider, for herself and on behalf of the Estate of Thomas Eugene Rider, specifically excludes from her release any and all claims arising out of any breach or failure to perform any provision of this Settlement Agreement.

c. This release shall be effective upon the transmission and receipt of the funds described in paragraph A.1 above.

d. This is a full and final release of all claims of every nature and kind whatsoever, including any claims which may exist or which the Estate of Thomas Eugene Rider, or anyone claiming by or through the Estate of Thomas Eugene Rider, may contend exist, including witness fees, attorney's fees and costs in connection with the Lawsuits. Tracie Rider, for herself and on behalf of the Estate of Thomas Eugene Rider understands and agrees that this release covers all claims that are known or unknown, suspected or unsuspected, accrued or unaccrued.

e. Tracie Rider, for herself and on behalf of the Estate of Thomas Eugene Rider, acknowledges that she has been fully informed and has full knowledge of the terms of this release and that she enters into this release voluntarily after conferring with legal counsel of her choice.

11. BFUSA/API to FEI

a. BFUSA/API, for itself and its legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, shareholders, attorneys, accountants, managers, and all other legally associated persons or entities, hereby releases and forever discharges FEI and its respective legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, shareholders, attorneys, accountants, managers, and all other legally associated persons or entities of FEI of any and all claims, demands, damages, actions or causes of action based upon, arising out of, or in any way connected in whole or in part with any act, omission, transaction, occurrence or other event occurring prior to the effective date of this Settlement Agreement, including, but not limited to, any and all claims that were or could have been asserted in the Lawsuits or which relate to the conduct of the Parties in those actions, unless specifically excluded herein. This release encompasses all claims or demands whatsoever in law or in equity, including a waiver of any rights under any federal or state statute purporting to limit the scope of this release, including those which may be asserted by successors or assigns by reason of any matter, prior to the effective date of this Settlement Agreement.

b. BFUSA/API specifically excludes from its release any and all claims arising out of any breach or failure to perform any provision of this Settlement Agreement.

c. This release shall be effective upon the transmission and receipt of the funds described in paragraph A.1 above.

d. This is a full and final release of all claims of every nature and kind whatsoever, including any claims which may exist or which BFUSA/API, or anyone claiming by or through BFUSA/API, may contend exist, including witness fees, attorney's fees and costs in connection with the Lawsuits. BFUSA/API understands and agrees that this release covers all claims that are known or unknown, suspected or unsuspected, accrued or unaccrued.

e. BFUSA/API acknowledges that it has been fully informed and has full knowledge of the terms of this release and that it enters into this release voluntarily after conferring with legal counsel of its choice.

12. **WAP to FEI**

a. WAP, for itself and its legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, shareholders, attorneys, accountants, managers, and all other legally associated persons or entities, hereby releases and forever discharges FEI and its respective legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, shareholders, attorneys, accountants, managers, and all other legally associated persons or entities of FEI of any and all claims, demands, damages, actions or causes

of action based upon, arising out of, or in any way connected in whole or in part with any act, omission, transaction, occurrence or other event occurring prior to the effective date of this Settlement Agreement, including, but not limited to, any and all claims that were or could have been asserted in the Lawsuits or which relate to the conduct of the Parties in those actions, unless specifically excluded herein. This release encompasses all claims or demands whatsoever in law or in equity, including a waiver of any rights under any federal or state statute purporting to limit the scope of this release, including those which may be asserted by successors or assigns by reason of any matter, prior to the effective date of this Settlement Agreement.

b. WAP specifically excludes from its release any and all claims arising out of any breach or failure to perform any provision of this Settlement Agreement.

c. This release shall be effective upon the transmission and receipt of the funds described in paragraph A.1 above.

d. This is a full and final release of all claims of every nature and kind whatsoever, including any claims which may exist or which WAP, or anyone claiming by or through WAP, may contend exist, including witness fees, attorney's fees and costs in connection with the Lawsuits. WAP understands and agrees that this release covers all claims that are known or unknown, suspected or unsuspected, accrued or unaccrued.

e. WAP acknowledges that it has been fully informed and has full knowledge of the terms of this release and that it enters into this release voluntarily after conferring with legal counsel of its choice.

13. MGC to FEI

a. MGC, for itself and its legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former

employees, partners, agents, representatives, independent contractors, officers, directors, shareholders, attorneys, accountants, and managers, hereby releases and forever discharges FEI and its respective legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, shareholders, attorneys, accountants, managers, and all other legally associated persons or entities of FEI of any and all claims, demands, damages, actions or causes of action based upon, arising out of, or in any way connected in whole or in part with any act, omission, transaction, occurrence or other event occurring prior to the effective date of this Settlement Agreement, including, but not limited to, any and all claims that were or could have been asserted in the Lawsuits or which relate to the conduct of the Parties in those actions, unless specifically excluded herein. This release encompasses all claims or demands whatsoever in law or in equity, including a waiver of any rights under any federal or state statute purporting to limit the scope of this release, including those which may be asserted by successors or assigns by reason of any matter, prior to the effective date of this Settlement Agreement.

b. MGC specifically excludes from its release any and all claims arising out of any breach or failure to perform any provision of this Settlement Agreement.

c. This release shall be effective upon the transmission and receipt of the funds described in paragraph A.1 above.

d. This is a full and final release of all claims of every nature and kind whatsoever, including any claims which may exist or which MGC, or anyone claiming by or through MGC, may contend exist, including witness fees, attorney's fees and costs in

connection with the Lawsuits. MGC understands and agrees that this release covers all claims that are known or unknown, suspected or unsuspected, accrued or unaccrued.

e. MGC acknowledges that it has been fully informed and has full knowledge of the terms of this release and that it enters into this release voluntarily after conferring with legal counsel of its choice.

14. **Katherine A. Meyer, Eric R. Glitzenstein, Howard M. Crystal, Jonathan R. Lovvorn and Kimberly D. Ockene to FEI**

a. Katherine A. Meyer, Eric R. Glitzenstein, Howard M. Crystal, Jonathan R. Lovvorn and Kimberly D. Ockene, for themselves and their legal representatives, successors and assigns, present and former partners, agents, representatives, attorneys, and accountants, hereby release and forever discharge FEI and its respective legal representatives, predecessors, successors and assigns, present and former subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, shareholders, attorneys, accountants, managers, and all other legally associated persons or entities of FEI of any and all claims, demands, damages, actions or causes of action based upon, arising out of, or in any way connected in whole or in part with any act, omission, transaction, occurrence or other event occurring prior to the effective date of this Settlement Agreement, including, but not limited to, any and all claims that were or could have been asserted in the Lawsuits or which relate to the conduct of the Parties in those actions, unless specifically excluded herein. This release encompasses all claims or demands whatsoever in law or in equity, including a waiver of any rights under any federal or state statute purporting to limit the scope of this release, including those which may be asserted by successors or assigns by reason of any matter, prior to the effective date of this Settlement Agreement.

b. Katherine A. Meyer, Eric R. Glitzenstein, Howard M. Crystal, Jonathan R. Lovvorn and Kimberly D. Ockene specifically exclude from their release any and all claims arising out of any breach or failure to perform any provision of this Settlement Agreement.

c. This release shall be effective upon the transmission and receipt of the funds described in paragraph A.1 above.

d. This is a full and final release of all claims of every nature and kind whatsoever, including any claims which may exist or which Katherine A. Meyer, Eric R. Glitzenstein, Howard M. Crystal, Jonathan R. Lovvorn and Kimberly D. Ockene, or anyone claiming by or through Katherine A. Meyer, Eric R. Glitzenstein, Howard M. Crystal, Jonathan R. Lovvorn and Kimberly D. Ockene, may contend exist, including witness fees, attorney's fees and costs in connection with the Lawsuits. Katherine A. Meyer, Eric R. Glitzenstein, Howard M. Crystal, Jonathan R. Lovvorn and Kimberly D. Ockene understand and agree that this release covers all claims that are known or unknown, suspected or unsuspected, accrued or unaccrued.

e. Katherine A. Meyer, Eric R. Glitzenstein, Howard M. Crystal, Jonathan R. Lovvorn and Kimberly D. Ockene acknowledge that they have been fully informed and have full knowledge of the terms of this release and that they enter into this release voluntarily after conferring with legal counsel of their choice.

E. No Admission of Liability

1. The Parties hereby acknowledge and agree that this Settlement Agreement was reached in compromise of the Parties' claims in the Lawsuits, that none of the Parties admits any unlawful or otherwise wrongful conduct or liability of any kind, and that nothing in this Agreement shall be construed as an admission of liability or wrongdoing by any Party.

F. Resolution of Disputes

1. The Parties hereby consent to the jurisdiction of the United States District Court for the District of Columbia to resolve any dispute arising out of or related to the provisions of this Settlement Agreement.

G. Warranties and Representations

1. This Settlement Agreement and the exhibits attached hereto constitute the entire agreement between the Parties, and supersedes all prior discussions and/or communications between the Parties concerning the matters addressed in this Settlement Agreement, and no other representations, warranties or any other statements or promises have been made by any Party to any other Party in connection with this Settlement Agreement.

2. Each Party to this Settlement Agreement hereby warrants and represents that it is entering into this Settlement Agreement voluntarily and after conferring with legal counsel of the respective Party's choice.

3. Each Party to this Settlement Agreement hereby warrants and represents that the person executing the Settlement Agreement on each Party's behalf has been duly authorized by all necessary and appropriate action to execute and enter into this Settlement Agreement.

H. Miscellaneous

1. The rights and obligations between the Parties contained in this Settlement Agreement shall be binding upon, and shall inure to the benefit of, the Parties and the Parties' successors and assigns.

2. This Settlement Agreement shall be effective immediately upon execution and dating by all Parties. This Settlement Agreement may be signed in counterparts, but shall be interpreted and construed as if signed in one document.

3. This Settlement Agreement may be amended or modified only by written consent of all Parties with a written agreement executed by an authorized representative of each Party.

4. If any provision of this Settlement Agreement should, for any reason whatsoever, be declared invalid or unenforceable, the validity or enforceability of the remaining provisions shall not thereby be affected and shall remain in full force and effect.

5. This Settlement Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia, without regard to conflicts of law principles.

6. Nothing in this Settlement Agreement is, or shall be construed as being, an offer or agreement to restrict the right of any attorney to practice law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed or caused this Settlement Agreement to be executed by their representatives heretofore fully authorized, all as of the dates written below.

REDACTED

Feld Entertainment, Inc. ✓

Lisa Zeiler Joiner
Printed Name

SVP & General Counsel
Title

Dated: May 12, 2014

Animal Welfare Institute

Printed Name

Title

Dated: _____

Fund for Animals

Printed Name

Title

Dated: _____

IN WITNESS WHEREOF, the Parties have executed or caused this Settlement Agreement to be executed by their representatives heretofore fully authorized, all as of the dates written below.

Feld Entertainment, Inc.

Printed Name

Title

Dated: _____

REDACTED

Animal Welfare Institute

Cathy Liss

Printed Name

President

Title

Dated: *5/12/14*

Fund for Animals

Printed Name

Title

Dated: _____

IN WITNESS WHEREOF, the Parties have executed or caused this Settlement Agreement to be executed by their representatives heretofore fully authorized, all as of the dates written below.

Feld Entertainment, Inc.

Printed Name

Title

Dated: _____

Animal Welfare Institute

Printed Name

Title

Dated: _____

REDACTED

Fund for Animals

Michael Markarian

Printed Name

President

Title

Dated: *May 9, 2014*

REDACTED

Tracie Rider on behalf of the estate of Thomas Eugene Rider

Tracie Rider

Printed Name

Dated: *May 9th 2014*

Born Free USA United with Animal Protection Institute

Printed Name

Title

Dated: _____

Wildlife Advocacy Project

Printed Name

Title

Dated: _____

Tracie Rider on behalf of the estate of Thomas
Eugene Rider

Printed Name

Dated: _____

REDACTED

Born Free USA United with Animal Protection
Institute

ADAM M. ROBERTS

Printed Name

CHIEF EXECUTIVE OFFICER

Title

Dated: MAY 12, 2014

Wildlife Advocacy Project

Printed Name

Title

Dated: _____

Tracie Rider on behalf of the estate of Thomas
Eugene Rider

Printed Name

Dated: _____

Born Free USA United with Animal Protection
Institute

Printed Name

Title

Dated: _____

REDACTED

Wildlife Advocacy Project

Eric Glitzenstein
Printed Name

President
Title

Dated: 5/12/14

REDACTED

Meyer Glitzenstein & Crystal

Eric Glitzenstein

Printed Name

Managing Partner

Title

Dated: 5/12/14

REDACTED

~~Katherine A. Meyer~~

Katherine A. Meyer

Printed Name

Dated: _____

REDACTED

Eric R. Glitzenstein

Eric Glitzenstein

Printed Name

Dated: 5/12/14

REDACTED

~~Howard M. Crystal~~

Howard Crystal

Printed Name

Dated: 5/12/14

Meyer Glitzenstein & Crystal

Printed Name

Title

Dated: _____

REDACTED

Katherine A. Meyer

Katherine A. Meyer

Printed Name

Dated: 5/13/14

Eric R. Glitzenstein

Printed Name

Dated: _____

Howard M. Crystal

Printed Name

Dated: _____

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May-08-2014 03:41pm From: WSUS Legal Department

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Humane Society of the United States

Roger A. Kindler

Printed Name

General Counsel & Chief Legal Officer

Title

Dated: May 9, 2014

Jonathan R. Lovvorn

Printed Name

Dated: _____

Kimberly D. Ockene

Printed Name

Dated: _____

Humane Society of the United States

Printed Name

Title

Dated: _____

REDACTED

Jonathan R. Lovvorn

Jonathan Lovvorn

Printed Name

Dated: 5/12/14

Kimberly D. Ockene

Printed Name

Dated: _____

Humane Society of the United States

Printed Name

Title

Dated: _____

Jonathan R. Lovvorn

Printed Name

Dated: _____



Kimberly D. Ockene

Kimberly D. Ockene
Printed Name

Dated: 5-9-14