

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement"), is entered into this 17th day of May 2021, by and between People for the Ethical Treatment of Animals, Inc. ("PETA") on the one hand, and the Forest Preserve District of Cook County ("FPDCC") on the other hand. PETA and FPDCC shall constitute the Parties to this Settlement Agreement.

RECITALS

WHEREAS, on July 9, 2018, PETA filed a Complaint for Declaratory and Injunctive Relief against FPDCC, alleging that the FPDCC was obligated to produce documents pertaining to the Stingray Bay exhibit at the Brookfield Zoo that are in the possession of the Chicago Zoological Society ("CZS") in response to PETA's October 24, 2016 FOIA request and October 28, 2016 amended FOIA request, as more fully set forth in the lawsuit styled *People for the Ethical Treatment of Animals, Inc. v. Forest Preserve District of Cook County*, filed in the Circuit Court of Cook County, Illinois, Chancery Division, and bearing Cause No. 18 CH 08520 (the "Lawsuit").

WHEREAS, the Parties continue to disagree as to the Lawsuit's claims but wish to avoid the expense and disruption of further litigation, and desire to enter into this Settlement Agreement in order to provide for certain payments and other equitable actions in exchange for a full and final settlement and a release of all claims contained within the Lawsuit, upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the promises, covenants, representations and warranties contained therein, and for other good and valuable consideration given hereunder, the sufficiency of which is hereby acknowledged by the signatories to this Settlement Agreement, the Parties hereby agree as follows:

1. Settlement. In consideration of the Release set forth in Paragraph 2:
 - a. FPDCC agrees to pay PETA the amount of **Nine Thousand and no/100 Dollars (\$9,000.00)** ("Settlement Funds") within (60) days of receipt of a fully-executed Settlement Agreement, to reimburse PETA for attorneys' fees incurred to pursue the Lawsuit; and
 - b. Within five (5) business days of receipt of a fully-executed Settlement Agreement, the FPDCC will produce the following documents to PETA: all responsive records requested in PETA's October 28, 2016 amended FOIA request pertaining to the July 2015 Brookfield Zoo Stingray Bay stingray fatalities, as well as the SeaWorld Parks & Entertainment Animal Loan Agreement between the CZS and SeaWorld applicable to the year 2015, which shall be provided to FPDCC by CZS for purposes of compliance with this settlement; and
 - c. The CZS will provide a certification (1) that it has produced to the FPDCC all of the documents set forth in subparagraph b., and (2) that it is no longer engaged in any business relationship with SeaWorld Entertainment, Inc. or its subsidiaries, nor does it plan to engage in a future business relationship with SeaWorld Entertainment, Inc. or its subsidiaries; and
 - d. The CZS will designate a liaison who will address future information and document requests from a designated PETA liaison on an informal basis in the interest of a free exchange of information between the parties and for the betterment of animal welfare; and

- e. To the extent PETA chooses to issue a press/media release pertaining to the settlement of this Lawsuit and/or any of the items discussed in this Paragraph 1 above, PETA will provide notice that it will issue a press/media release to the FPDCC 24 hours before it is published.

2. Release. In consideration of the payment of the Settlement Funds and the other equitable performance set forth in Paragraph 1, PETA and its parent companies, subsidiaries, affiliates, predecessors, successors, agents and assigns, hereby release and forever discharge the FPDCC and its subsidiaries, departments, independent contractors, affiliates, officers, employees, volunteers, partners, attorneys, successors, agents, and assigns from any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses including attorneys' fees, liens including attorneys' liens, and compensation of any nature whatsoever, whether based in tort, contract, statute or other theory of recovery, which PETA now has or which may hereafter accrue or otherwise be acquired on account of, or which may relate to, the factual allegations set forth in the Lawsuit.

3. Dismissal of Lawsuit. Upon receipt of the fully-executed Settlement Agreement, the Settlement Funds and the other equitable performance identified in Paragraph 1, PETA agrees to dismiss the Lawsuit with prejudice and without costs to any of the Parties.

4. Entire Agreement. This Settlement Agreement constitutes the entire agreement of the Parties hereto with respect to the Lawsuit and supersedes all prior agreements and understandings of the Parties. The Settlement Agreement may not be modified or amended except in a writing executed by all Parties to the Settlement Agreement.

5. Severability. Should any clause, sentence, paragraph, or other part of this Settlement Agreement be finally adjudged by any Court of competent jurisdiction to be

unconstitutional, void, invalid or unenforceable, such adjudication shall not affect, impair, invalidate or nullify the remainder of the Settlement Agreement, but shall affect only the clause, sentence, paragraph or other parts so adjudged.

6. Governing Law. This Settlement Agreement shall be construed in accordance with and all disputes hereunder shall be controlled by the laws of the State of Illinois without regard to Illinois choice of law rules.

7. Neutral Interpretation and Counterparts. The Parties shall be deemed to have cooperated in the drafting of this Settlement Agreement and its terms, and thus no construction of the terms or effect of the Settlement Agreement shall be made for or against any Party on the basis of such Party's status as principal drafter. This Settlement Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same document. To facilitate expediency in the execution of the Settlement Agreement, the Parties may execute and exchange counterparts of the signature pages to this Settlement Agreement by facsimile or other form of electronic communication (e.g., pdf files).

8. Costs and Fees. Each Party agrees to bear the expense of its own attorneys' fees and costs in connection with the negotiation, preparation, and implementation of this Settlement Agreement.

9. Representation by Counsel. Each Party to this Settlement Agreement affirms that it has consulted with and has been advised by counsel with respect to the terms and conditions of this Settlement Agreement, and each Party hereto waives the right to assert that any claim, demand or provision has been, through oversight or error, omitted from the covenants set forth in this Settlement Agreement.

10. Settlement Not an Admission of Wrongdoing. The Settlement Agreement, and any negotiations and/or proceedings and/or implementation connected with it, shall never in any event constitute or be construed as, or be deemed to be evidence of, an admission or concession of any wrongdoing by any Party hereto. The Settlement Agreement and its implementation shall be without precedential value and shall not be used to create, prove, or interpret the obligations of the Parties one to another, or to any other person or entity, other than as established under the Settlement Agreement itself.

SIGNATURE PAGE FOLLOWS.

THE UNDERSIGNED STATE THAT THEY HAVE CAREFULLY READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE, AND KNOW AND UNDERSTAND THE CONTENTS THEREOF, AND THAT THEY EXECUTE THE SAME OF THEIR OWN FREE ACT AND DEED.

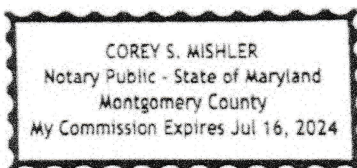
Tracy Keiman



PEOPLE FOR THE ETHICAL TREATMENT OF ANIMALS, INC.

By: Tracy Reiman
Printed Name

Its: Executive Vice President



Online Notary Public. This notarial act involved the use of online audio/video communication technology.

Subscribed and sworn to before me this
17 day of May, 2021.

Corey S. Mishler



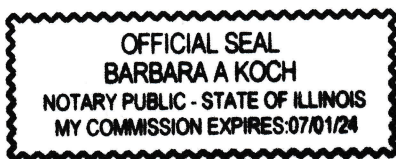
Notary Public

[Signature]

FOREST PRESERVE DISTRICT OF COOK COUNTY

By: Robanda L. Sudduth
Printed Name

Its: Senior Attorney



Subscribed and sworn to before me this
25th day of May, 2021.

Barbara A. Koch

Notary Public