

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (“Agreement”) is made between THE INSTITUTE OF CETACEAN RESEARCH (“ICR”), a Japanese foundation, and KYODO SENPAKU KAISHA, LTD. (“KYODO SENPAKU”), a Japanese corporation; and SEA SHEPHERD CONSERVATION SOCIETY (“SSCS”), an Oregon nonprofit corporation, PAUL WATSON, an individual (collectively, “Defendants”); and LANI BLAZIER, MARNIE GAEDE, PETER RIEMAN, BOB TALBOT, ROBERT WINTNER, and BENJAMIN ZUCKERMAN, individuals (collectively, “the Former Directors”); and SUSAN HARTLAND, an individual.

FACTUAL AND PROCEDURAL BACKGROUND

1. On December 8, 2011, ICR, Kyodo Senpaku, Tomoyuki Ogawa (“Ogawa”) and Toshiyuki Miura (“Miura”), individuals (collectively, “Plaintiffs”) sued Defendants in the U.S. District Court for the Western District of Washington (“District Court”), in the matter captioned *Institute of Cetacean Research, et al. v. Sea Shepherd Conservation Society, et al.*, Case No. 11-cv-02043. Dist. Ct. Dkt. No. 1 (the “Lawsuit”).

2. On March 19, 2012, U.S. District Judge Richard Jones denied Plaintiffs’ motion for a preliminary injunction. Dist. Ct. Dkt. No. 95. On April 10, 2012, Plaintiffs appealed the District Court’s denial to the U.S. Court of Appeals for the Ninth Circuit. Dist. Ct. Dkt. No. 103.

3. On December 17, 2012, the Ninth Circuit issued a preliminary injunction in this matter (the “Injunction”), which enjoined Defendants “and any party acting in concert with them” from: (1) “physically attacking any vessel engaged by Plaintiffs” in the Southern Ocean; (2) “navigating in a manner that is likely to endanger the safe navigation of any such vessel,” and (3) approaching “[P]laintiffs any closer than 500 yards when defendants are navigating on the open sea.” 9th Cir. Case No. 12-35266, Dkt. No. 31. On February 25, 2013, the Ninth Circuit issued an opinion in support of the Injunction, reversing the District Court’s denial of Plaintiffs’ motion for a

preliminary injunction and ordering that the Injunction remain in place until further order of that court. 9th Cir. Dkt. No. 50.

4. On February 11, 2013, Plaintiffs initiated contempt proceedings against SSCS in the Ninth Circuit for alleged violations of the Injunction. 9th Cir. Dkt. No. 37. On March 6 and April 12, 2013, Plaintiffs filed subsequent motions for contempt which, in addition to naming SSCS, also named Watson, the Former Directors, and Susan Hartland, who was then Administrative Director of SSCS. 9th Cir. Dkt. Nos. 54 & 105.

5. On February 21, 2013, the Ninth Circuit referred the matter of contempt to Appellate Commissioner Peter Shaw, who presided over a two-week hearing in October 2013. On January 31, 2014, Commissioner Shaw issued a report recommending the motion for contempt be denied. 9th Cir. Dkt. No. 314.

6. On December 19, 2014, the Ninth Circuit issued an opinion finding the Defendants and Former Directors in contempt of the Injunction, and finding Susan Hartland not in contempt (the "Contempt Ruling"). 9th Cir. Dkt. No. 360.

7. In the Contempt Ruling, the Ninth Circuit indicated that Plaintiffs should direct their requests for coercive sanctions and an order to compel compliance to the District Court.

8. In connection with the Contempt Ruling, the Ninth Circuit issued an order instructing Commissioner Shaw to recommend the appropriate amount of attorneys' fees and costs to assess against the Defendants and directing the Commissioner to "award the Plaintiffs compensation for any actual damages suffered and resources (such as fuel and personnel costs) that were wasted as a result of the Defendants' and non-party respondents' contumacious acts interfering with the Plaintiffs' mission." 9th Cir. Dkt. No. 362. The Ninth Circuit further directed the Commissioner to determine whether, and to what extent (if any), the Former Directors should be liable for any amounts awarded against Defendants.

9. On March 5, 2015, ICR, Kyodo Senpaku and Ogawa filed a motion in District Court requesting that the District Court award them remedial sanctions

“designed to ensure future compliance with the Injunction,” including suspended fines of \$2 million each against SSCS and Watson, and \$500,000 against each of the Former Directors. Dist. Ct. Dkt. No. 214.

10. On March 11, 2015, ICR and Kyodo Senpaku filed a request before the Appellate Commissioner for an award of damages as a result of contempt, including attorneys’ fees and costs, wasted expenses, wasted costs, and other damages, together with prejudgment interest. 9th Cir. Dkt. No. 380. The amount of the request was \$4,122,142.19 to be further supplemented as set forth in the request.

11. On April 28, 2015, Defendants filed a petition for a writ of certiorari with the U.S. Supreme Court, seeking reversal of the Contempt Ruling.

12. On May 1, 2015, ICR, Kyodo Senpaku and Ogawa filed their first amended and supplemental complaint against Defendants in the District Court. Dist. Ct. Dkt. No. 234. On May 15, 2015, Defendants filed an answer and affirmative defenses to the first amended and supplemental complaint, along with Defendants’ first amended counterclaims.

DEFINITIONS

13. The following capitalized terms used in this Agreement hereafter shall have the meanings specified below:

A. “Defendants” are SSCS and Paul Watson.

B. “Former Directors” are the individuals Lani Blazier, Marnie Gaede, Peter Rieman, Bob Talbot, Robert Wintner and Benjamin Zuckerman. “Former Directors” do not include Watson.

C. “Settling Plaintiffs” are ICR and Kyodo Senpaku.

D. “Releasing Party” is any Settling Party releasing any claims under the terms of this Agreement.

E. “Related Parties” includes a party’s affiliates (including, but not limited to, parent, sister, and subsidiary companies), related entities, officers, directors, employees, representatives, agents, attorneys, successors and assigns, heirs, spouses,

joint tenants, tenants in common, beneficiaries, executors and administrators, and any persons or entities represented by the party.

F. "Settling Parties" are Plaintiffs, Defendants, the Former Directors and Susan Hartland.

G. "Unknown Claims" are any and all claims that any Releasing Party or its Related Parties do not know or suspect to exist in his, her, its or their favor at the time when this Agreement becomes effective. With respect to any and all released claims, the Releasing Parties stipulate and agree that when this Agreement becomes effective, the Releasing Parties shall expressly have waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to Cal. Civ. Code. § 1542:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Releasing Parties acknowledge that the inclusion of "Unknown Claims" in the definitions of released claims was separately bargained for and was a key element of this Agreement.

TERMS OF RELEASE AND SETTLEMENT

14. To avoid the expense and inconvenience of further proceedings before the Appellate Commissioner, the Ninth Circuit, and the District Court relating to the claims released in this Agreement, and the uncertainty that such proceedings create, the Settling Plaintiffs, Defendants, Former Directors, and Susan Hartland agree as follows:

A. **Payment.** SSCS shall pay Settling Plaintiffs two million five hundred fifty thousand U.S. dollars (US\$2,550,000.00) on or before July 1, 2015 (the "Payment") by wire transfer in accordance with written instructions to be provided by

Settling Plaintiffs. The Payment shall constitute the entirety of monetary consideration running to Settling Plaintiffs in connection with the claims released by Settling Plaintiffs in ¶ 14(B), *infra*. Settling Plaintiffs are wholly responsible for, and no other party shall have any liability for, payment of all taxes due, if any, on the Payment.

B. Releases by Settling Plaintiffs.

i. **The Defendants.** Effective upon passage of ninety (90) days after the Payment without commencement of a bankruptcy proceeding by or against SSCS, Settling Plaintiffs and their Related Parties shall fully, unconditionally and forever release all claims, debts, demands, rights, liabilities and causes of action, whether known or Unknown (as defined in ¶ 13(G), *supra*), which have been or could have been brought against Defendants and their Related Parties on or before the date on which a party last executes this Agreement, for damages with respect to activities related to the Southern Ocean after the Injunction, whether through a contempt action or otherwise, including any claims or causes of action for attorneys' fees or expenses relating to any released claims. This release shall be construed to dispose of, without limitation, the entirety of Settling Plaintiffs' pending claims for attorneys' fees, damages, and wasted expenses before the Appellate Commissioner and the Ninth Circuit. This release is not intended to and shall not affect any claim or cause of action seeking: (a) forward-looking coercive contempt sanctions against Defendants (including claims for attorneys' fees and costs that may be sought in connection with such sanctions); or (b) the injunctive and other relief being pursued against Defendants in the District Court.

ii. **The Former Directors.** Effective upon passage of ninety (90) days after the Payment without commencement of a bankruptcy proceeding by or against SSCS, Settling Plaintiffs and their Related Parties shall fully, unconditionally and forever release all claims, debts, demands, rights, liabilities and causes of action, whether known or Unknown (as defined in ¶ 13(G), *supra*),

EXECUTION VERSION

which have been or could have been brought against the Former Directors and their Related Parties on or before the date on which a party last executes this Agreement, whether through a contempt action or otherwise, with respect to activities related to the Southern Ocean, including any claims or causes of action for attorneys' fees or expenses relating to any released claims. This release shall be construed to dispose of, without limitation, the entirety of Settling Plaintiffs' pending claims against the Former Directors in all venues, including the claims for attorneys' fees, damages, and wasted expenses against the Former Directors before the Appellate Commissioner, any and all claims before the Ninth Circuit, and any and all claims that have been or could have been brought against the Former Directors in District Court, including but not limited to claims for coercive sanctions, orders of compliance, injunctive relief, damages, penalties or any other relief. This release is not intended to and shall not affect any claim for any violation of the Injunction that occurs after the date on which a party last executes this Agreement.

iii. **Susan Hartland.** Effective upon passage of ninety (90) days after the Payment without commencement of a bankruptcy proceeding by or against SSCS, Settling Plaintiffs and their Related Parties shall fully, unconditionally and forever release all claims, debts, demands, rights, liabilities and causes of action, whether known or Unknown (as defined in ¶ 13(G), *supra*), that have been or could have been brought against Hartland and her Related Parties on or before the date on which a party last executes this Agreement, whether through a contempt action or otherwise, with respect to activities related to the Southern Ocean, including any claims or causes of action for attorneys' fees or expenses relating to any released claims. This release shall be construed to dispose of, without limitation, the entirety of Settling Plaintiffs' claims against Hartland in all venues, including all claims that have been or could have been brought before the Appellate Commissioner, the Ninth Circuit,

EXECUTION VERSION

or the District Court, including but not limited to claims for coercive sanctions, orders of compliance, injunctive relief, damages, penalties or any other relief. This release is not intended to and shall not affect any claim for any violation of the Injunction that occurs after the date on which a party last executes this Agreement.

C. Releases by Defendants. Effective upon passage of ninety (90) days after the Payment without commencement of a bankruptcy proceeding by or against SSCS, and subject to the provision of paragraph "F" below, Defendants and their Related Parties shall fully, unconditionally and forever release all claims, debts, demands, rights, liabilities and causes of action, whether known or Unknown (as defined in ¶13(G), *supra*), against the Settling Plaintiffs, Ogawa and Miura and their Related Parties arising from or related to Plaintiffs' initiation and prosecution of the Lawsuit and the motion that led to the Contempt Ruling, and any causes of action for damages related to the conduct in the Southern Ocean of the Settling Plaintiffs, Ogawa or Miura between the date of the Injunction and the date on which a party last executes this Agreement. This release shall not affect any other claim or cause of action Defendants may assert against Settling Plaintiffs.

D. Releases by the Former Directors. Effective upon passage of ninety (90) days after the Payment without commencement of a bankruptcy proceeding by or against SSCS, and subject to the provision of paragraph "F" below, the Former Directors and their Related Parties shall fully, unconditionally and forever release all claims, debts, demands, rights, liabilities and causes of action, whether known or Unknown (as defined in ¶13(G), *supra*), against Settling Plaintiffs, Ogawa and Miura and their Related Parties arising from or related to Settling Plaintiffs' initiation and prosecution of the Lawsuit, the motion that led to the Contempt Ruling or conduct in the Southern Ocean of the Settling Plaintiffs, Ogawa or Miura between the date of the Injunction and the date on which a party last executes this Agreement.

E. **Releases by Susan Hartland.** Effective upon passage of ninety (90) days after the Payment without commencement of a bankruptcy proceeding by or against SSCS, and subject to the provision of paragraph "F" below, Susan Hartland and her Related Parties shall fully, unconditionally and forever release all claims, debts, demands, rights, liabilities and causes of action, whether known or Unknown (as defined in ¶ 13(G), *supra*), against Settling Plaintiffs, Ogawa and Miura and their Related Parties arising from or related to Settling Plaintiffs' initiation and prosecution of the Lawsuit, the motion that led to the Contempt Ruling or the conduct in the Southern Ocean of the Settling Plaintiffs, Ogawa or Miura between the date of the Injunction and the date on which a party last executes this Agreement.

F. **Revocation Rights.** The release of Ogawa and Miura in paragraphs C, D and E may be revoked by a Defendant, a Former Director or Hartland if Ogawa or Miura should commence a suit against that Defendant, Former Director or Hartland asserting a claim arising out of or related to any conduct of Defendants, the Former Directors or Hartland regarding the Southern Ocean.

15. **Stay and Termination of Proceedings.**

A. **Stay.** Upon the execution of this Agreement, Settling Plaintiffs, Defendants, and the Former Directors agree that they shall inform the Appellate Commissioner of the existence of a settlement, and shall stipulate to a stay until September 30, 2015, of ongoing proceedings before the Appellate Commissioner to permit the settlement to be fully performed. Settling Plaintiffs shall also immediately move to drop the request for remedial sanctions pending in District Court as against the Former Directors.

B. **Termination.** Upon the passage of ninety (90) days from the date of the Payment, Settling Plaintiffs shall move to dismiss all proceedings before the Appellate Commissioner, with prejudice and on the merits, without cost to any Party.

MISCELLANEOUS PROVISIONS

16. **No Admission of Liability.** The provisions contained in this Agreement shall not be deemed, or offered or received in evidence as, a presumption, a concession or an admission of any fault, liability, wrongdoing, or any other infirmity or weakness of any claim or defense, as to any facts or claims that have been or might be alleged or asserted in any action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in any action or proceeding, except as required to enforce this Agreement.

17. **Final and Voluntary Resolution.** The Releasing Parties intend the provisions of this Agreement to reflect a final and complete resolution of all disputes between them with respect to the released claims, as set forth in this Agreement. The Parties agree that the settlement was negotiated in good faith by the Releasing Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel.

18. **Covenant Not to Sue.** All Releasing Parties agree not to file suit against any other Settling Party for any claims the Releasing Party has given up under the terms of this Release and Settlement Agreement. In addition, Defendants agree not to file suit against the Settling Plaintiffs on any claim assigned to Defendants that asserts damages arising from or related to the conduct in the Southern Ocean of the Settling Plaintiffs, Ogawa or Miura between the date of the Injunction and the date on which a party last executes this Agreement.

19. **Indemnity.** Settling Plaintiffs agree to defend, indemnify and hold harmless the Releasing Parties and their Related Parties from any claim asserted against them by Ogawa or Miura or their Related Parties arising from or related to their activities related to the Southern Ocean. SSCS agrees to defend, indemnify and hold harmless Settling Plaintiffs and their Related Parties from any claim asserted by a Releasing Party and their Related Parties that is released under this Agreement.

20. **SSCS Non-Payment or Bankruptcy.** If SSCS fails to complete Payment by the date specified in ¶ 14(A), *supra*, or if a bankruptcy proceeding is commenced by or against SSCS within ninety (90) days of the Payment, then Settling Plaintiffs may elect to terminate this agreement and return all funds paid by SSCS under this Agreement to SSCS or to the bankruptcy estate, and shall not be obligated to dismiss the proceedings before the Appellate Commissioner. Should the Agreement be terminated, it shall be null and void with the exception of ¶¶ 24-25, and shall not be admitted into evidence in any court proceeding for any reason, except to resolve any dispute over the terms of the Agreement or the appropriateness of any such termination.

21. **Effect of Supreme Court ruling.** Settling Plaintiffs agree that in the event that the Contempt Ruling is reversed by the U.S. Supreme Court, and any proceedings following such a reversal do not result in a final determination of contempt against one or more of the parties held in contempt, Settling Plaintiffs shall repay to SSCS the sum of two million five hundred fifty thousand dollars (\$2,550,000), plus any interest earned by Settling Plaintiffs on the amount. Settling Plaintiffs further agree that the District Court may enforce this agreement to repay, including through the exercise of contempt powers.

22. **Representations.**

A. The Institute of Cetacean Research. ICR represents, warrants and covenants that: (i) it owns all of the claims that it releases under the terms of this Release and Settlement Agreement, and it has not assigned or hypothecated or agreed to assign or hypothecate any of these claims; (ii) it has full authority to release the claims that it is releasing under the terms of this Agreement; and (iii) it has not relied on information provided or omitted by any other Settling Party in deciding to sign this Agreement, but has had ample opportunity, advised by competent counsel, to evaluate its position and understand the consequences of this Agreement.

B. Kyodo Senpaku Kaisha, Ltd. Kyodo Senpaku represents, warrants and covenants that: (i) it owns all of the claims that it releases under the terms

EXECUTION VERSION

of this Release and Settlement Agreement, and it has not assigned or hypothecated or agreed to assign or hypothecate any of these claims; (ii) it has full authority to release the claims that it is releasing under the terms of this Agreement; and (iii) it has not relied on information provided or omitted by any other Settling Party in deciding to sign this Agreement, but has had ample opportunity, advised by competent counsel, to evaluate its position and understand the consequences of this Agreement.

C. **Sea Shepherd Conservation Society.** SCS represents, warrants and covenants that: (i) it owns all of the claims that it releases under the terms of this Release and Settlement Agreement, and it has not assigned or hypothecated or agreed to assign or hypothecate any of these claims; (ii) it has full authority to release the claims that it is releasing under the terms of this Agreement; and (iii) it has not relied on information provided or omitted by any other Settling Party in deciding to sign this Agreement, but has had ample opportunity, advised by competent counsel, to evaluate its position and understand the consequences of this Agreement.

23. **Miscellaneous.** This Release and Settlement Agreement is an integrated agreement, containing the full and final understanding and agreement of the Settling Parties as regards its subject matter. It cannot be orally amended. Each Party has had substantial input into this Agreement, which was negotiated among the parties. Each Party was represented by counsel in connection with the negotiation and drafting of the Agreement. No ambiguity in the Agreement shall be construed against any Party by virtue of draftsmanship. In interpreting this Agreement, the conjunctive includes the disjunctive, and vice versa. The Parties shall execute any further instruments that are reasonably requested to effectuate this Agreement.

24. **Dispute Resolution.** Any disagreements which may arise over the meaning, interpretation or performance of this Agreement shall be resolved by the District Court, which shall be empowered to resolve both substantive and procedural issues, and to assess fees and costs at its discretion. Should any decision by the District

Court thereon be appealed to the Ninth Circuit, attorneys' fees shall be awarded to the prevailing party.

25. **Choice of Law.** The construction, interpretation, operation, effect and validity of this Agreement, and all documents necessary to effectuate it, shall be governed by the laws of the State of Washington.

26. **Counterparts.** The Parties agree that this Agreement may be executed in multiple counterparts conveyed by facsimile or email and, upon such execution, all the counterparts taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Settlement Agreement and Release as of the below dates:

THE INSTITUTE OF CETACEAN RESEARCH

DATED: June 3, 2015

By 藤 頼 良 弘
Yoshihiro Fujise
Director General and Authorized Agent

KYODO SENPAKU KAISHA, LTD.

DATED: June 3, 2015

By Makoto Ito
Makoto Ito
President and Authorized Agent

SEA SHEPHERD CONSERVATION SOCIETY

DATED: _____

By _____
Ann Prezyna
General Counsel and Authorized Agent

PAUL WATSON

DATED: _____

By _____
Paul Watson, for himself

LANI BLAZIER

DATED: _____

By _____
Lani Blazier, for herself

MARNIE GAEDE

DATED: _____

By _____
Marnie Gaede, for herself

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Settlement Agreement and Release as of the below dates:


THE INSTITUTE OF CETACEAN RESEARCH

DATED: _____ By _____
Yoshihiro Fujise
Director General and Authorized Agent

KYODO SENPAKU KAISHA, LTD.

DATED: _____ By _____
Makoto Ito
President and Authorized Agent

SEA SHEPHERD CONSERVATION SOCIETY

DATED: 6/4/2015 By 
Ann Prezyna
General Counsel and Authorized Agent

PAUL WATSON

DATED: _____ By _____
Paul Watson, for himself

LANI BLAZIER

DATED: _____ By _____
Lani Blazier, for herself

MARNIE GAEDE

DATED: _____ By _____
Marnie Gaede, for herself

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Settlement Agreement and Release as of the below dates:

THE INSTITUTE OF CETACEAN RESEARCH

DATED: _____

By _____
Yoshihiro Fujise
Director General and Authorized Agent

KYODO SENPAKU KAISHA, LTD.

DATED: _____

By _____
Makoto Ito
President and Authorized Agent

SEA SHEPHERD CONSERVATION SOCIETY

DATED: _____

By _____
Ann Prezyna
General Counsel and Authorized Agent

PAUL WATSON

DATED: June 15, 2015

By  _____
Paul Watson, for himself

LANI BLAZIER

DATED: _____

By _____
Lani Blazier, for herself

MARNIE GAEDE

DATED: _____

By _____
Marnie Gaede, for herself

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Settlement Agreement and Release as of the below dates:

THE INSTITUTE OF CETACEAN RESEARCH

DATED: _____

By _____
Yoshihiro Fujise
Director General and Authorized Agent

KYODO SENPAKU KAISHA, LTD.

DATED: _____

By _____
Makoto Ito
President and Authorized Agent

SEA SHEPHERD CONSERVATION SOCIETY

DATED: _____

By _____
Ann Prezyna
General Counsel and Authorized Agent

PAUL WATSON

DATED: _____

By _____
Paul Watson, for himself

LANI BLAZIER

DATED: 06/04/15

By  _____
Lani Blazier, for herself

MARNIE GAEDE

DATED: _____

By _____
Marnie Gaede, for herself

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Settlement Agreement and Release as of the below dates:

THE INSTITUTE OF CETACEAN RESEARCH

DATED: _____

By _____
Yoshihiro Fujise
Director General and Authorized Agent

KYODO SENPAKU KAISHA, LTD.

DATED: _____

By _____
Makoto Ito
President and Authorized Agent

SEA SHEPHERD CONSERVATION SOCIETY

DATED: _____

By _____
Ann Prezyna
General Counsel and Authorized Agent

PAUL WATSON

DATED: _____

By _____
Paul Watson, for himself

LANI BLAZIER

DATED: _____

By _____
Lani Blazier, for herself

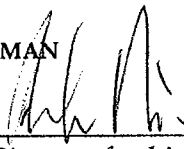
MARNIE GAEDE

DATED: 6-2-2015

By Marnie Gaede
Marnie Gaede, for herself

EXECUTION VERSION

DATED: June 1, 2015

PETER RIEMAN
By  _____
Peter Rieman, for himself

DATED: _____

BOB TALBOT
By _____
Bob Talbot, for himself

DATED: _____

ROBERT WINTNER
By _____
Robert Wintner, for himself

DATED: _____

BENJAMIN ZUCKERMAN
By _____
Benjamin Zuckerman, for himself

DATED: _____

SUSAN HARTLAND
By _____
Susan Hartland, for herself

EXECUTION VERSION

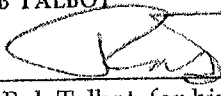
PETER RIEMAN

DATED: _____

By _____
Peter Rieman, for himself

BOB TALBOT

DATED: 6/4/15

By  _____
Bob Talbot, for himself

ROBERT WINTNER

DATED: _____

By _____
Robert Wintner, for himself

BENJAMIN ZUCKERMAN

DATED: _____

By _____
Benjamin Zuckerman, for himself

SUSAN HARTLAND

DATED: _____

By _____
Susan Hartland, for herself

EXECUTION VERSION

PETER RIEMAN

DATED: _____

By _____
Peter Rieman, for himself

BOB TALBOT

DATED: _____

By _____
Bob Talbot, for himself

ROBERT WINTNER

DATED: June 4, 2015

By Robert Wintner
Robert Wintner, for himself

BENJAMIN ZUCKERMAN

DATED: _____

By _____
Benjamin Zuckerman, for himself

SUSAN HARTLAND

DATED: _____

By _____
Susan Hartland, for herself

EXECUTION VERSION

PETER RIEMAN

DATED: _____

By _____
Peter Rieman, for himself

BOB TALBOT

DATED: _____

By _____
Bob Talbot, for himself

ROBERT WINTNER

DATED: _____

By _____
Robert Wintner, for himself

BENJAMIN ZUCKERMAN

DATED: 4 June 2015

By Benjamin Zuckerman
Benjamin Zuckerman, for himself

SUSAN HARTLAND

DATED: _____

By _____
Susan Hartland, for herself

EXECUTION VERSION

PETER RIEMAN

DATED: _____

By _____
Peter Rieman, for himself

BOB TALBOT

DATED: _____

By _____
Bob Talbot, for himself

ROBERT WINTNER

DATED: _____

By _____
Robert Wintner, for himself

BENJAMIN ZUCKERMAN

DATED: _____

By _____
Benjamin Zuckerman, for himself

SUSAN HARTLAND

DATED: June 4, 2015

By Susan F. Hartland
Susan Hartland, for herself