

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (the "Agreement") is made and entered into as of June 3, 2021 ("Effective Date") by and between JENNIFER HENDERSON ("Plaintiff") as the Plaintiff and the BUSINESS LOOP COMMUNITY IMPROVEMENT DISTRICT, CARRIE GARTNER, TOM MAY, DAVE GRIGGS, CRIS BURNAM, GARY ENNIS, VICKI KEMNA, PAUL LAND and DAN RADER (collectively, the "Defendants") as the Defendants.

*WHEREAS*, Plaintiff has filed a lawsuit contesting a sales tax election conducted in December 2015 (the "Election") and has also asserted tort claims against the Defendants in *Henderson v. Business Loop CID, et al*, Boone County Circuit Court Case No. 16BA-CV0074-01 (previously case number 16BA-CV0074) (the "Lawsuit");

*WHEREAS*, the Defendants have denied the allegations in the Lawsuit and have in turn asserted a right to file counterclaims against Plaintiff for malicious prosecution, abuse of process and defamation (the "Counterclaims"); and

*WHEREAS*, the Parties desire to fully and finally resolve the Lawsuit, the Counterclaims and any and all other potential claims between the Parties related to conduct or events occurring prior to the Effective Date of this Agreement.

*NOW, THEREFORE*, in consideration of the foregoing recitals and the mutual agreement set forth herein, the Parties agree as follows:

1. **Settlement Payment.** In exchange for the Voluntary Dismissal of the Lawsuit described below, the releases described below, and other good and valuable consideration set forth herein, the Business Loop Community Improvement District agrees to pay Plaintiff a settlement payment as follows: The Business Loop Community Improvement District shall tender payment to Plaintiff in the total amount of Twenty-five Thousand and 00/100 Dollars (\$25,000.00) (the "Settlement Payment"). The Settlement Payment shall be paid in two separate installments with) Twelve Thousand Eight Hundred Thirty and 34/100 Dollars (\$12,830.34) being payable to "Jennifer Henderson". Such payment shall be delivered to Plaintiff's personal counsel (Smith Lewis, LLP, Attn: Phebe La Mar, 111 S. Ninth St., Columbia, MO 65201) within three (3) business days of the full execution of this Agreement. The balance of Twelve Thousand One Hundred Sixty-Nine and 66/100 Dollars (\$12,169.66) shall be payable to "ReubenLaw, LLC" and shall be mailed to Richard Reuben, PO Box 39023, St. Louis, MO 63109 upon the filing of the Voluntary Dismissal with Prejudice discussed below.

2. **Dismissal of Lawsuit.** In exchange for the Settlement Payment and the releases set forth herein, the Plaintiff shall dismiss the Lawsuit with prejudice, with the Parties bearing their own costs, by filing the "Voluntary Dismissal with Prejudice" which is attached hereto. The Voluntary Dismissal shall be filed immediately upon the full execution of this Agreement.

3. **Release of Claims against Defendants.** Upon her execution of this Agreement, Plaintiff fully and forever releases and discharges the Defendants, and each of them, as well as their successors, attorneys, representatives, agents, heirs and assigns, and all current and former Directors of the Business Loop Community Improvement District, from and against all actions,

causes of action, obligations, duties, liabilities, rights, damages, judgments, debts, contracts, claims and demands of whatsoever kind or nature, at law or in equity, whether known or unknown as of the date of this Agreement, including, but not limited to, those claims set forth in the Lawsuit. Plaintiff's release herein is intended to be binding on Plaintiff and all parties who initiated or participated in the prosecution of the Lawsuit on Plaintiff's behalf, including, but not limited to, Michael MacMann and Pam Cooper.

4. **Release of Claims against Plaintiff.** Upon Defendants' execution of this Agreement, Defendants fully and forever release and discharge Plaintiff, as well as her successors, attorneys, representatives, agents, heirs and assigns and all other parties who initiated or participated in the prosecution of the Lawsuit, including, but not limited to, Michael MacMann and Pam Cooper, from and against all actions, causes of action, obligations, duties, liabilities, rights, damages, judgments, debts, contracts, claims and demands of whatsoever kind or nature, at law or in equity, whether known or unknown as of the date of this Agreement, including, but not limited to, the claims described as the Counterclaims.

5. **Global Releases.** The foregoing releases are intended to be mutual, global releases of any and all claims between the Parties. Upon full execution of this Agreement, the only claims which may be asserted by Plaintiff against any Defendant, or by any Defendant against Plaintiff, are claims relating to a breach of this Agreement or future claims which may arise after the Effective Date of this Agreement. Further, the releases set forth herein are made by, and shall be binding on, the Parties, as well as the Parties' respective agents, attorneys, representatives, successors and assigns.

6. **Non-Disparagement.** The Parties hereto agree that they, and their heirs, assigns, agents, employees and attorneys, shall not disparage or make any derogatory, negative or critical remarks regarding any of the other parties hereto or such parties' heirs, assigns, agents, officers, directors, employees or attorneys following the full execution of this Agreement. Notwithstanding the foregoing, the provisions of this paragraph shall not prohibit or prevent the Parties' or their attorneys from making such statements as are required by law, required by court order or which are made in connection with any subsequent civil, criminal or investigatory proceeding; except as required by law to provide further information, the parties agree that the only public statement the parties will make is: "The lawsuit has been resolved by the parties." The parties agree that any investigatory proceeding or inquiry by an authorized public or governmental body and any response to a valid sunshine request is required by law.

7. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and there are no other written or oral understandings or representations with respect to the subject matter of this Agreement that are not stated herein.

8. **No Admissions:** None of the provisions of this Agreement shall be construed as an admission of liability by any Party for any purpose, including, but not limited to, an admission of any violation of common law or of any federal, state, or local statute, ordinance, or regulation. The Parties acknowledge and agree that this Agreement is made solely for the purpose of avoiding the cost and expense associated with ongoing litigation.

9. **Tax Consequences:** With respect to the Settlement Payment, Defendants make no representations regarding the tax consequences or tax liability arising from such payment.

10. **Amendment:** This Agreement shall not be modified or amended, or any provision deemed waived, except by the mutual written consent of the Parties.

11. **Governing Law:** This Agreement shall be deemed executed in the State of Missouri and is to be governed by and construed under the laws of the United States and the State of Missouri, without regard to its choice of law provisions. Any action to enforce this Agreement must be brought in a court of competent jurisdiction within the State of Missouri, and each Party hereto hereby waives any affirmative defense of *forum non conveniens* or lack of personal jurisdiction.

12. **Construction:** The Parties acknowledge and agree that they have read and understand all of the terms of this Agreement, and they have had a reasonable opportunity to discuss them with an attorney of their own choice. In interpreting this Agreement, no Party shall be considered to be the drafter of this Agreement, but rather this Agreement shall be interpreted as the product of the Parties' joint effort. Accordingly, the Parties hereby agree that any and all rules of construction to the effect that ambiguity is construed against the drafting party shall be inapplicable in any dispute concerning the terms, meaning, or interpretation of this Agreement.

13. **Headings:** The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

14. **Counterparts and Facsimile Signatures:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Facsimile signatures or electronically transmitted (*e.g.*, .pdf) signatures will have the same force and effect as original signatures.

15. **Warranty as to Authority:** The Parties represent and warrant that, to the extent necessary, this Agreement has been duly and validly authorized and approved by all requisite corporate or other official action, and that no further action is necessary to make this Agreement valid and binding. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement.

16. **Severability of Terms:** Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provision shall not be affected and the illegal or invalid part, term or provision shall not be deemed to be a part of this Agreement.

17. **Attorneys' Fees.** In the event any Party seeks to enforce the terms of this Agreement against another Party, the prevailing Party in such action shall be entitled to recover his/her/its attorneys' fees, in addition to all other relief and remedies to which such Party may be entitled to recover.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates identified below.

**PLAINTIFF:**

Jennifer Henderson 6/3/21  
Jennifer Henderson Date

**BUSINESS LOOP CID**

By: JML 6-3-2021  
James Peack-Growender Chair.  
Print Name Date Title

**GARTNER:**

Carrie Gartner June 3, 2021  
Carrie Gartner Date

**MAY:**

Tom May June 3, 2021  
Tom May Date

**KEMNA:**

Vicki Kemna June 3, 2021  
Vicki Kemna Date

**GRIGGS:**

\_\_\_\_\_  
Dave Griggs Date

**LAND:**

\_\_\_\_\_  
Paul Land Date

**BURNAM:**

\_\_\_\_\_  
Cris Burnam Date

**RADER:**

\_\_\_\_\_  
Dan Rader Date

**ENNIS:**

Gary Ennis June 3, 2021  
Gary Ennis Date

PLAINTIFF:

Jennifer Henderson 6/13/21  
Jennifer Henderson Date

GARTNER:

Carrie Gartner June 3, 2021  
Carrie Gartner Date

MAY:

Tom May June 3, 2021  
Tom May Date

GRIGGS:

Dave Griggs June 3, 21  
Dave Griggs Date

BURNAM:

Cris Burnam  
Cris Burnam Date

ENNIS:

Gary Ennis June 3, 2021  
Gary Ennis Date

BUSINESS LOOP CID

By: James Beck-Garwood 6-3-2021  
James Beck-Garwood Chair  
Print Name Title

KEMNA:

Viola Kemna June 3, 2021  
Viola Kemna Date

LAND:

Paul Land  
Paul Land Date

RADER:

Dan Rader  
Dan Rader Date

PLAINTIFF:

Jennifer Henderson 6/3/21  
Jennifer Henderson Date

GARTNER:

Carrie Gartner June 3, 2021  
Carrie Gartner Date

MAY:

Tom May June 3, 2021  
Tom May Date

GRIGGS:

Dave Griggs Date

BURNAM:

Cris Burnam Date

ENNIS:

Gary Ennis June 3, 2021  
Gary Ennis Date

BUSINESS LOOP CID

By: James Beck-Farwender 6-3-2021  
James Beck-Farwender Date  
James Beck-Farwender Chief Print Name Title

KEMNA:

Vicki Kemna June 3, 2021  
Vicki Kemna Date

LAND:

Paul Land 6/03/21  
Paul Land Date

RADER:

Dan Rader Date

PLAINTIFF:

Jennifer Henderson 6/13/21  
Jennifer Henderson Date

GARTNER:

Carrie Gartner June 3, 2021  
Carrie Gartner Date

MAY:

Tom May June 3, 2021  
Tom May Date

GRIGGS:

Dave Griggs Date

BURNAM:

Cris Burnam Date

ENNIS:

Gary Ennis June 3, 2021  
Gary Ennis Date

BUSINESS LOOP CID

By: James Black-Garwender 8-3-2021  
James Black-Garwender Date  
James Black-Garwender Chief Print Name Title

KEMNA:

Vicki Kemna June 3, 2021  
Vicki Kemna Date

LAND:

Paul Land Date

RADER:

Dan Rader June 3, 2021  
Dan Rader Date

PLAINTIFF:

Jennifer Henderson 6/13/21  
Jennifer Henderson Date

GARTNER:

Carrie Gartner June 3, 2021  
Carrie Gartner Date

MAY:

Tom May June 3, 2021  
Tom May Date

GRIGGS:

Dave Griggs Date

BURNAM:

Cris Burnam 6-8-21  
Cris Burnam Date

ENNIS:

Gary Ennis June 3, 2021  
Gary Ennis Date

BUSINESS LOOP CID

By: James Black-Farmender 6-3-2021  
James Black-Farmender Chair.  
Print Name Title

KEMNA:

Vioki Kemna June 3, 2021  
Vioki Kemna Date

LAND:

Paul Land Date

RADER:

Dan Rader Date