

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between DTH Media Corporation (“DTH Media Corp.”) and The University of North Carolina, inclusive of its constituent institutions and organized under the Board of Governors of the University of North Carolina (hereinafter referred to as “the UNC System”), acting by and through its authorized officials;

WHEREAS, the circumstances surrounding the Confederate Monument previously located at McCorkle Place on the campus of the University of North Carolina at Chapel Hill have been a matter of public interest; and

WHEREAS, Plaintiff DTH Media Corp. initiated litigation in Orange County Superior Court against the UNC System asserting purported violations of the North Carolina Open Meetings Law (File No. 20 CVS 022) related to the University’s disposition of the Confederate Monument; and

WHEREAS, the UNC System denies such claims; and

WHEREAS, DTH Media Corp. and the UNC System (each a Party and referred to together as the “Parties”) desire to resolve this dispute on mutually agreeable terms;

NOW, THEREFORE, in consideration of the mutual promises and releases contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to the following terms in this Agreement in full satisfaction of all claims or potential claims which have been, or could be, asserted by DTH Media Corp. against the UNC System or any of the entities or individuals listed in Section III, below:

### **I. WARRANTIES**

- A. Each Party warrants and represents to the other that it has been fully informed and has full knowledge of the terms, conditions, and effects of this Agreement.
- B. Each Party warrants and represents to the other that no promise or inducement has been offered or made except as explicitly set forth herein and that this Agreement is being executed without reliance upon any statement or representation by any other Party or its agents.
- C. Each Party warrants and represents to the other that it has been advised to consult with legal counsel and has done so prior to executing this Agreement.

### **II. OBLIGATIONS**

- A. In consideration for the promises made by DTH Media Corp. in Paragraph II.B., below, the UNC System will:
  - 1. Make available to the Office of the Chancellor at the University of North Carolina at Chapel Hill, one of the UNC System’s constituent institutions, funds in the amount of \$74,999 for use by the chancellor, in his discretion, to support initiatives related to racial equity on campus; and

2. Submit to a deposition pursuant to Rule 30(b)(6) of the North Carolina Rules of Civil Procedure limited to the topic agreed upon by the Parties as listed in Attachment A to this Settlement Agreement.
  3. Provide to Plaintiff's counsel a written summary addressing the process by which the November 21, 2019 settlement agreement and release was accomplished, which is attached as Attachment B to this Settlement Agreement.
- B. In consideration for the promises made by the UNC System in Paragraph II.A., above, DTH Media Corp. will:
1. Within one business day after the execution of this Settlement Agreement, voluntarily dismiss File No. 20 CVS 022 with prejudice; and
  2. Agree to the terms of the releases and assurances in Paragraphs III. and IV. of this Agreement.

### **III. RELEASES AND ASSURANCES**

- A. The UNC System's actions set forth in Paragraph II.A. constitute good and valuable consideration for the actions of DTH Media Corp. as set forth in Paragraph II.B, and DTH Media Corp.'s actions set forth in Paragraph II.B. constitute good and valuable consideration for the actions by the UNC System as set forth in Paragraph II.A.
- B. DTH Media Corp. hereby releases, acquits, and forever discharges the State of North Carolina, The University of North Carolina, the Board of Governors of The University of North Carolina, and all current and former trustees, officers, agents, and employees of these entities (in both their official and individual capacities) and all successors of the above-named entities and individuals (the "Released Parties") from all claims, actions, causes of action, government agency complaints, demands, rights, damages, costs, sums of money, accounts, covenants, contracts, promises, attorney fees, and all liabilities of any kind or nature whatsoever at law, in equity, or otherwise, which DTH Media Corp. ever had, now has, or may have for all events and occurrences until the date of full execution of this Agreement.

### **IV. NO ADMISSION OF LIABILITY**

Each Party understands and agrees that this Agreement is a compromise settlement of disputed claims and is intended merely to terminate any and all claims and to avoid further proceedings. As such, this Agreement is not to be construed as an admission of any liability on the part of any of the Parties. The Parties deny and continue to deny any and all liability. Likewise, this Agreement shall not constitute a precedent for the resolution of any other claim, dispute, or lawsuit. As stated above, the payment described herein are in consideration of the above release and to avoid further dispute. Each Party will bear its own costs and attorney fees incurred in connection with the litigation resolved by this Agreement.

### **V. ENTIRE AGREEMENT**

All Parties agree that this Agreement shall not be subject to any claims of mistake of fact, that it expresses a full and complete settlement, regardless of the adequacy or inadequacy of the consideration provided, that it is intended to avoid further dispute, and that it is to be final and complete. All Parties further agree that this Agreement contains the entire agreement between the Parties with regard to the matters set forth herein, that there are no understandings or agreements, verbal or otherwise, not otherwise

clearly expressed herein, and that this Agreement fully supersedes any and all prior discussions, agreements and understandings between the Parties pertaining to the subject matter thereof. This Agreement shall be binding upon and inure to the benefit of the Parties and their agents, officers, employees, successors, assigns, heirs, executors, and administrators.

#### **VI. GOVERNING LAW AND FORUM SELECTION**

It is agreed between the Parties that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina and that the place of this Agreement, its situs and forum, shall be Orange County, North Carolina, where all matters relating to the validity, construction, interpretation, and enforcement shall be determined.


#### **VII. SEVERABILITY**

If any of the provisions of this Agreement are determined to be invalid or unenforceable, that provision so determined shall be severable from the other provisions of the Agreement, and the Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been included herein.

#### **VIII. SIGNATURES AND EXECUTION**

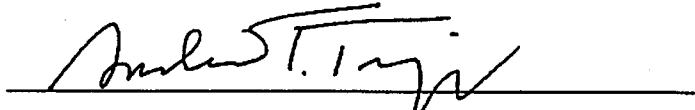
The Parties agree that this Agreement may be executed in two or more counterparts, each of which, as well as any electronic copy or photocopy, shall be deemed an original and all of which shall constitute one and the same instrument. The Parties also agree that electronic or photocopy signatures shall be treated as original signatures.

For DTH Media Corp.

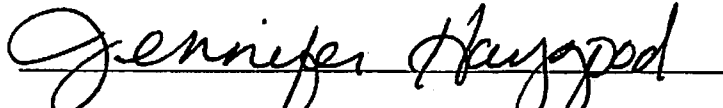
  
Erica B. Perel, General Manager

Feb 1, 2021  
Date

For the UNC System:

  
Andrew Tripp, Senior Vice President and General Counsel

February 1, 2021  
Date

  
Jennifer Haygood, Senior Vice President and Chief Financial Officer

Feb. 1, 2021  
Date