
SETTLEMENT AGREEMENT

Between

The NHL (as defined herein)

And

Plaintiffs' Counsel (as defined herein)

NHL/NHL RETIRED PLAYER SETTLEMENT AGREEMENT

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SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (as defined herein) is between: (i) the National Hockey League, the NHL Board of Governors, and NHL Enterprises, Inc. (hereinafter collectively the “NHL”), on the one hand, and (ii) the “Plaintiffs’ Counsel” (as defined herein) on the other hand (each attorney and firm of Plaintiffs’ Counsel and each entity of NHL is a “Party” and collectively are the “Parties”).

PREAMBLE

This is an Agreement between: (i) NHL and (ii) Plaintiffs’ Counsel (as defined herein), on behalf of the clients who collectively comprise: (a) the Plaintiffs (as defined herein), all of whom are listed on the attached Exhibit A and whose cases are listed on the attached Exhibit B (hereinafter all the cases of Plaintiffs listed on Exhibit B are referred to collectively as the “Litigation”), and (b) all of the 172 Unfiled Claimants (as defined herein), all of whom are listed on the attached Exhibit C. This Agreement is to resolve the Litigation and any and all Claims (as defined herein) of the Plaintiffs and Unfiled Claimants against the Released Persons (as defined herein) allegedly arising from, related to, or in connection with Alleged Injuries, Conditions, and Risks (as defined herein) allegedly arising from, relating to, or in connection with playing ice hockey while employed by any of the Member Clubs of the NHL (as defined herein), all in accordance with or pursuant to the terms and conditions set forth in this Agreement and its exhibits (hereinafter “Agreement”).

RECITALS

A. WHEREAS, Plaintiffs and Unfiled Claimants were professional ice hockey players who were employed by one or more Member Clubs of the NHL at various times and who are now no longer playing professional ice hockey in the NHL;

B. WHEREAS, Plaintiffs and Unfiled Claimants allege, among other things, that when playing professional ice hockey while employed by one or more Member Clubs of the NHL, they were subjected to head trauma and/or injuries and/or brain trauma and/or injuries and that, individually and/or cumulatively, the head trauma and/or injuries and/or brain trauma and/or injuries have caused, will cause, or may cause a variety of neurodegenerative, cognitive, emotional, and/or mental health conditions and related symptoms, conditions, syndromes, and/or diseases;

C. WHEREAS, the NHL disputes and denies the allegations of Plaintiffs and the potential litigation of Unfiled Claimants and denies any wrongdoing or that it has any liability to Plaintiffs or Unfiled Claimants;

D. WHEREAS, the Plaintiffs’ lawsuits, individually and collectively in the Litigation, have undergone discovery and motion practice, including the submission of various expert reports related to Plaintiffs’ Motion for Class Certification;

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E. WHEREAS, on July 13, 2018, the U.S. District Court for the District of Minnesota denied Plaintiffs' Motion for Class Certification (hereinafter "Class Denial Order") and the putative Class Representatives did not seek immediate further review pursuant to Fed. R. Civ. P. 23(f);

F. WHEREAS, Plaintiffs' Counsel and the NHL, with the assistance of Magistrate Judge Jeffrey J. Keyes (Ret.) (hereinafter "Judge Keyes"), negotiated a settlement in principle, subject to drafting and executing a final settlement agreement, that resolved all the material terms of the dispute between the Plaintiffs and Unfiled Claimants and the NHL;

G. WHEREAS, after Plaintiffs' Counsel and the NHL reached an agreement in principle to resolve Plaintiffs' and Unfiled Claimants' Claims (as defined herein), the Parties, again with the assistance of Judge Keyes, entered into separate negotiations to resolve the payment of Settling Plaintiffs' Counsels' Attorneys' Fees and Costs (as defined herein) in lieu of any payments that may be or become due under any fee provisions in retention agreements between Settling Plaintiffs' Counsel and their respective clients who are Settling Plaintiffs, Settling Unfiled Claimants and Settling Additional Plaintiffs (each as defined herein), if any, and reached agreement thereon as reflected herein;

H. WHEREAS, the Parties, recognizing the inherent risks of continued litigation of highly disputed issues, have concluded that it would be in the best interests of all involved in the Litigation to enter into this Agreement in order to receive the benefits of the Settlement, which are fair and reasonable, and to avoid the burdens, expense, and risks of further litigation; and

I. WHEREAS, the Agreement reached by the Parties is intended to resolve all of Claims (as defined herein) of the Plaintiffs, Unfiled Claimants, and any Additional Plaintiffs (as defined herein) and their Attorneys' Fees and Costs (as defined herein);

NOW, THEREFORE, Plaintiffs' Counsel and the NHL agree that, if the Effective Date (as defined herein) is reached, the Claims of all of the: (i) Settling Plaintiffs, (ii) Settling Unfiled Claimants, and (iii) any Settling Additional Plaintiffs, shall be settled, compromised, and released, and all of the Settling Plaintiffs' cases listed on Exhibit B shall be dismissed with prejudice with each Party to bear its own attorneys' fees and costs, in return for the consideration provided by the NHL under the terms and conditions set forth herein.

1. DEFINITIONS

For the purposes of this Agreement, the following terms (designated by initial capitalization throughout this Agreement) shall have the meanings set forth in this Section. Other terms, also designated by initial capitalization, may be defined elsewhere in the Agreement.

1.1 "Additional Payment Fund" refers to the amount of One Million One Hundred Thousand Dollars (\$1,100,000.00) as set forth in Section 2.6, to be used to make payments to Testing Participants who qualify based on the terms of this Agreement and the criteria to be established by the Claims Administrator (as defined herein) in consultation and cooperation with Co-Lead Plaintiffs' Counsel or disbursed as otherwise provided herein.

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1.2 “Additional Plaintiffs” means the individuals not listed on Exhibits A or C, who are former professional ice hockey players who retained one or more of the Settling Plaintiffs’ Counsel after the Execution Date but before the Effective Date and who can allege a factual basis to assert Claims in connection with Alleged Injuries, Conditions, and Risks against the NHL or any Member Clubs of the NHL, all of whom shall be listed on Exhibit I pursuant to Section 10.

1.3 “Administrative Agreement” means any written agreement among or between (i) the Parties and the Claims Administrator (as defined herein), (ii) the Parties and the Lien Administrator (as defined herein), or (iii) the Claims Administrator and any third party to assist in the establishment of criteria for claims by Testing Participants (as defined herein) to the Additional Payment Fund (as defined herein), in the administration of the Additional Payment Fund, or with respect to services to be rendered in connection with this Settlement. For clarity, any Escrow Agreement in connection with this Settlement would be an Administrative Agreement.

1.4 “Administrative Expenses” means any fees and expenses, or other like amounts payable from time to time to the Claims Administrator, the Lien Administrator, any third-party pursuant to an Administrative Agreement, as well as any fees, expenses, and taxes (including any interest, penalties, and accounting or tax return preparation expenses) pertaining to the Escrow Account (as defined herein) and its status as a Qualified Settlement Fund (as defined herein), which shall be funded from the Administrative Expenses Fund (as defined herein).

1.5 “Administrative Expenses Fund” means the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for the payment of Administrative Expenses incurred in connection with the Settlement as provided herein.

1.6 “Agreement” means this Settlement Agreement, including the Exhibits hereto, as amended or modified from time to time in writing in accordance with the terms hereof.

1.7 “Alleged Injuries, Conditions, and Risks” means: (i) mild, acute, and/or repetitive or cumulative head trauma or head injuries, including concussions and/or sub-concussive impacts to the head, and/or brain injuries of any kind or nature; (ii) acute and/or repetitive or cumulative head and/or brain injuries or impairment; (iii) related symptoms, conditions, and/or syndromes allegedly arising from or relating to (i) and/or (ii) above, including without limitation, headaches, dizziness, irritability, motion sickness, memory loss, inability to concentrate, disorientation and balance problems, nausea, sensitivity to light, pressure in head, mood swings, change of personality, anxiety, stress, sleeping problems, depression, fatigue, weakness, fainting sensations, blurred vision, tinnitus or ringing in ears, post-traumatic headaches, seizures, cognitive deficits or impairments, sleep deprivation, alcoholism or alcohol abuse, drug addiction or drug abuse; (iv) the current development and manifestation of, and/or the risk of the future development and manifestation of, the related symptoms, conditions, and/or symptoms in (iii) above, latent neurodegenerative, psychological, or neurocognitive diseases, syndromes or conditions, including post-concussion syndrome, persistent post-concussion syndrome, later onset post-concussion syndrome, dementia, frontotemporal dementia, lewy body dementia, amyotrophic lateral sclerosis (“ALS”), Parkinson’s disease, Alzheimer’s disease, tic

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disorders, seizure disorders, chronic traumatic encephalopathy (“CTE”), traumatic encephalopathy syndrome (“TES”), white and/or gray matter loss, and/or neuronal protein degradation or injury, as well as any cognitive, mood, personality, substance abuse, or behavioral conditions; (v) death; and/or (vi) any other injuries, conditions, and risks, individually or collectively, alleged in the Litigation.

1.8 “Attorneys’ Fees and Costs” means the aggregate amount of payment pursuant to Section 2.6 (g) that will be disbursed by the Claims Administrator from the Escrow Account pursuant to Section 4.4 in lieu of any payments that may be or become due under any fee and cost payment provisions of any retention agreements between Settling Plaintiffs’ Counsel and their respective clients who are Settling Plaintiffs, Settling Unfiled Claimants and Settling Additional Plaintiffs, provided the Effective Date is reached.

1.9 “Business Day” means any day that is not a Saturday, a Sunday or other day on which commercial banks in the City of New York, New York are required or authorized by law to be closed.

1.10 “Certification of Counsel” means the separate statements to be executed by Counsel whose client or clients execute a Release that are set forth as part of the Release form and are comprised of: (i) a certification about the information made available to the Releasing Party prior to the execution of the Release, and (ii) a certification by those Counsel of a Settling Plaintiff who have not executed the Settlement Agreement and who have not previously executed the same certification in connection with another Settling Plaintiff by which such Counsel agrees to be bound by the terms of the Settlement Agreement as if he or she signed the Agreement.

1.11 “Claims” means any and all past, present and/or future rights, remedies, actions, allegations, cases, causes of action, claims, counterclaims, demands, disputes, suits at law or in equity, verdicts, suits of judgments, judgments and/or Liens for wrongful death, personal injury and/or bodily injury, sickness, disease, emotional distress and/or injury, mental or physical pain and/or suffering, emotional and/or mental harm, anguish, injury, fear or risk of disease or injury, fear or risk of future disease or injury, fear or risk of death, loss of enjoyment of life, loss of society, loss of companionship, loss of income, loss of wages, loss of consortium, past, current, or future medical expenses, reimbursement, future cost of insured services, past cost of insured services, or any other legally cognizable form of injury, and including any of the foregoing for direct damages, indirect damages, consequential damages, incidental damages, medical monitoring costs, exemplary damages, punitive damages, penalties, or any other form of damages whatsoever, whether past, present or future, and whether based upon contract, breach of contract, warranty or covenant, breach of warranty or covenant, tort, negligence, failure to warn, failure to prevent, failure to diagnose, failure to treat, strict liability, gross negligence, recklessness, willful or wanton conduct, malice, oppression, conscious disregard, joint and several liability, guarantee, contribution, reimbursement, subrogation, indemnity, defect, fault, misrepresentation, fraudulent concealment, common law fraud, statutory consumer fraud, quantum meruit, breach of fiduciary duty, violation of statutes or administrative regulations and/or any other legal (including common law), statutory, equitable or other theory or right of action, whether presently known or unknown, developed or undeveloped, discovered or undiscovered, foreseen or unforeseen, matured or unmatured, accrued or not accrued, past,

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present or future, or now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision or in any other manner that in any way arise from, relate to, or may be in any way connected with the allegations, transactions, facts, matters, occurrences, presentations or omissions involved, set forth, referred to or relating to the Alleged Injuries, Conditions, and Risks and/or the Litigation. The term “Claims” does not apply to: (a) any workers’ compensation claims of any kind, or (b) commercial, business, or other disputes unrelated to Alleged Injuries, Conditions, and Risks.

1.12 “Claims Administrator” means the independent, neutral Person(s) who shall be selected pursuant to the terms of this Agreement and any replacement or alternate Claims Administrator should a replacement or alternate be necessary pursuant to the terms of this Agreement.

1.13 “CMS” means the Centers for Medicare and Medicaid Services of the U.S. Department of Health and Human Services.

1.14 “Co-Lead Plaintiffs’ Counsel” means the law firms appointed by the Court as Co-Lead Plaintiffs’ Counsel to represent the interests of all clients and Plaintiffs’ Counsel in the Litigation, which currently are the firms of Robbins Geller Rudman & Dowd LLP; Silverman Thompson Slutkin & White LLC; and Zimmerman Reed LLP.

1.15 “Common Good Fund” means the fund established and held by the Claims Administrator in which a total of Two Million Five Hundred Fourteen Thousand Dollars (\$2,514,000.00) shall be deposited by the NHL in the aggregate over a period of five (5) years, the funding and utilization of which is set forth herein.

1.16 “Counsel” means any lawyer and/or law firm, including any successor law firms of any such lawyer or law firm, who has an “Interest” (as defined herein) in such Person’s Claim in the Litigation or in the Claim of an Unfiled Claimant. A lawyer or law firm or other Person shall be deemed to have an “Interest” in a Person, or in a Claim of a Person, if the lawyer or law firm: (i) has an engagement or retention agreement with such Person or a consent to associate; (ii) is listed as the counsel of record for such Person in filed pleadings; or (iii) has entered an appearance for such Person. The “Counsel” of any Settling Plaintiff, Settling Unfiled Claimant, or Settling Additional Plaintiff shall be the lawyers themselves and their respective law firms named as such in the Plaintiff / Unfiled Claimant Release of that Settling Plaintiff, Settling Unfiled Claimant, or Settling Additional Plaintiff and in that Plaintiff’s Stipulation of Dismissal.

1.17 “Court” shall mean the U.S. District Court for the District of Minnesota or to any other federal court to which the MDL is transferred.

1.18 “Effective Date” means, subject to the provisions of Sections 6.3-6.5, the date on which the NHL gives notice to Co-Lead Plaintiffs’ Counsel pursuant to the Notice provisions of this Agreement that the Effective Date has been reached because it has received: (i) all of the required properly executed and notarized or witnessed Plaintiff / Unfiled Claimant Releases (as defined below) from all, or a sufficient number in the NHL’s sole discretion, of the: (a) 146 Plaintiffs in the Litigation named on Exhibit A, (b) the 172 Unfiled Claimants named on

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Exhibit C, and (c) the Additional Plaintiffs named on Exhibit I, together with the Certifications of Counsel attached to the Releases executed by the respective Counsel of each Plaintiff, Unfiled Claimant, and Additional Plaintiff, and (ii) properly completed Stipulations of Dismissal covering the cases and/or Claims of each of the 146 Plaintiffs named on Exhibit A for the cases listed on Exhibit B.

1.19 “Escrow Account” or “QSF” means the account(s) established with the Escrow Agent to which any of the Settlement Amount shall be deposited to, and disbursed from, pursuant to the terms of this Agreement and the Escrow agreement to be agreed upon and which shall be qualified as a Qualified Settlement Fund pursuant to Treas. Reg. § 1.468B-1.

1.20 “Escrow Account Interest” means any interest earned on the funds in the Escrow Account which shall become part of the Escrow Account.

1.21 “Escrow Agent” means the financial institution agreed to by the Parties to fulfill the functions of the “Escrow Agent” for the Escrow Account (so long as such Person continues to serve in such capacity) and any replacement or alternate Escrow Agent should a replacement or alternate be necessary pursuant to the terms of this Agreement.

1.22 “Execution Date” shall be the last date set forth below on which the last signatory of the Agreement executes this Agreement, thereby making it fully executed by all of the signatories to this Agreement.

1.23 “Fact Sheet Plaintiff Supplement” means Four Thousand Dollars (\$4,000.00), which will be paid to each of the Settling Plaintiffs who, as required by the Court, completed a Fact Sheet, or claimant-specific interrogatory responses, and served them on the NHL prior to the Execution Date, in addition to, and when they qualify for and receive, their Individual Settlement Amount (as defined herein) following the Effective Date.

1.24 “Governmental Authority” means: (i) the United States federal government, or any state, the District of Columbia, territory, or possession of the United States, or other political subdivision within the United States, and (ii) any department or agency of a government referenced in (i) above.

1.25 “Individual Settlement Amount” means Twenty-Two Thousand Dollars (\$22,000.00).

1.26 “Legal Representative” means, as to any natural person, whether living or deceased, the estate, executor, administrator, guardian, conservator or other legal representative thereof.

1.27 “Lien” means any known, actual, or asserted lien, subrogation right, third-party interest or adverse claim, whether statutory or otherwise, in relation to Medicare or Medicaid, any Governmental Authority, third-party provider/payor, bankruptcy trustee, or any lawyer or law firm related to Alleged Injuries, Conditions, and Risks of any Settling Person.

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1.28 “Lien Administrator” means the Person appointed pursuant to this Agreement to fulfill the lien resolution functions of the “Lien Administrator” under this Agreement.

1.29 “Member Clubs of the NHL” or “Member Club” means: (i) any past or present member club of the National Hockey League, (ii) any past or present American Hockey League (“AHL”) club ever owned by or affiliated with any member club of the National Hockey League, and (iii) any past or present East Coast Hockey League (“ECHL”) club ever owned by or affiliated with any member club of the National Hockey League.

1.30 “MMSEA” means the Medicare, Medicaid and SCHIP Extension Act of 2007 and its applicable regulations.

1.31 “NHL Entities” means the National Hockey League, the NHL Board of Governors, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises, Inc., National Hockey League Enterprises Canada, Inc., NHL Enterprises B.V., Intra-Continental Ensurers, Limited, NHL Interactive CyberEnterprises, LLC, NHL Network US, L.P., NHL Network US, Inc., NHL WCH 16, LP, NHL WCH 16, Inc., NHL WCH 16 Canada Holdco, Inc., NHL WCH 16 US, LP, NHL WCH 16 US GP, LLC, NHL WCH 16 US Holdco, LLC, any entity that may be formed by the Member Clubs of the NHL generally after the date of this Agreement, and each of their respective subsidiaries and other such past, present or future affiliates (all of the foregoing entities, including the NHL but excluding the Member Clubs of the NHL, are the “NHL Entities”).

1.32 “Non-Appealable” means there is no right or ability to appeal a decision to any other Person or tribunal, including the Court; any such right or ability having been expressly waived by the agreement to be bound by the terms of this Agreement and the Release.

1.33 “Person” means a natural person, partnership (whether general or limited), limited liability company, joint venture, trust, estate, association (including any group, organization, co-tenancy, club, plan, board, league, council or committee), corporation, Governmental Authority, custodian, nominee or any other individual or entity (or series thereof) in its own or any representative capacity, in each case, whether domestic or foreign.

1.34 “Personal Signature” means the actual handwritten signature by the Person whose signature is required on the document. Unless otherwise specified in this Settlement Agreement, a document requiring a Personal Signature may be submitted by: (a) an actual original handwritten “wet ink” signature on hard copy; or (b) a PDF or other electronic image of an actual handwritten signature, but cannot be submitted by an electronic signature within the meaning of the Electronic Records and Signatures in Commerce Act, 15 U.S.C. §§7001, *et seq.*, the Uniform Electronic Transaction Act or their successors.

1.35 “Plaintiffs” means the 146 individuals with lawsuits alleging one or more Alleged Injuries, Conditions, and Risks, comprised, as of the date hereof, of the following: (a) 140 individuals whose cases were pending in the U.S. District Court for the District of Minnesota within *In Re: National Hockey League Players’ Concussion Injury*, MDL No. 14-2551, a federal multi-district litigation proceeding assigned to the Honorable Susan R. Nelson

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and the U. S. District Court for the District of Minnesota, and (b) the 6 individuals whose cases are only pending in certain state courts, all of which 146 Plaintiffs are listed on Exhibit A and all of their court cases are listed on Exhibit B.

1.36 “Plaintiff / Unfiled Claimant Release” or “Release” means the release to be properly completed and validly executed with Personal Signature, notarized or witnessed, and delivered to the Claims Administrator for the benefit of the NHL by each Plaintiff, each Unfiled Claimant, and each Additional Plaintiff, together with the required Certifications of Counsel, in substantially the form of the attached Exhibit D.

1.37 “Plaintiffs’ Counsel” means the Counsel (as defined in Section 1.14) who represent one or more of the Plaintiffs listed on Exhibit A, one or more of the Unfiled Claimants listed on Exhibit C, and who executed this Agreement and who are Co-Lead Plaintiffs’ Counsel, the PEC, and the PLC.

1.38 “Plaintiffs’ Executive Committee” or “PEC” means Co-Lead Plaintiffs’ Counsel, the PLC (as defined herein), and the other attorneys or law firms appointed to the committee by the Court, who are: Chestnut Cambronne PA; Corboy & Demetrio; Goldman, Scarlato & Penny, PC; Gustafson Gluek PLLC; Heins Mills & Olson, PLC; Hellmuth & Johnson PLLC; Namanny, Bryne & Owens, APC; Cuneo Gilbert & LaDuca LLP; Lockridge Grindal Nauen, P.L.L.P., and Larson King LLP.

1.39 “Plaintiffs’ Liaison Counsel” or “PLC” means the attorney or law firm appointed to that position by the Court, which currently is the Bassford Remele firm.

1.40 “Released Person” or “Released Persons” means: (i) the National Hockey League, (ii) the NHL Board of Governors, (iii) NHL Enterprises, Inc., (iv) each of the other NHL Entities, (v) each of the Member Clubs of the NHL, (vi) any future, re-located or expansion Member Clubs of the NHL, (vii) any past or present medical directors, physicians, neuropsychologists, athletic trainers, athletic therapists, healthcare professionals, or hospitals or other health care facilities or providers connected with the supervision, care, treatment, testing or evaluation of Plaintiffs, Unfiled Claimants or Additional Plaintiffs, at any time on behalf of any of the Persons listed in clauses (i) through (vi) of this Section, (viii) the NHL Players’ Association (“NHLPA”), (ix) for each Person referred to in clauses (i) through (viii) of this Section, inclusive, each of their respective past, present, and/or future, direct or indirect, parents, subsidiaries, divisions, affiliates, predecessors, joint ventures, joint venturers, transferees, and each of their respective past, present or future, direct or indirect, owners, partners, general or limited partners, members, shareholders, principals, directors, officers, agents, trustees, managers, employees, governors, general managers, assistant general managers, consultants, medical consultants, coaches, assistant coaches, physicians, neuropsychologists, athletic trainers, athletic therapists, advisors, attorneys, representatives, heirs, trustees, executors, estate administrators, and benefit plan managers, (x) the respective insurers of all such Persons referred to in clauses (i) through (vi) of this Section, including all Persons insured under those respective policies, inclusive, to the extent of their capacity as the insurer of such Persons, and (xi) the successors and assigns of all of the Persons referred to in clauses (i) through (x) above.

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1.41 “Releasing Party or Releasing Parties” shall mean those Plaintiffs, Unfiled Claimants, and other Persons set forth in the definition of the terms in the Release.

1.42 “Settlement Amount” means the total aggregate sum that the NHL will pay pursuant to this Settlement Agreement, which amount shall not exceed Eighteen Million Nine Hundred Twenty-Two Thousand Dollars (\$18,922,000.00) and from which amount the following will be paid from (and charged against): (i) the Individual Settlement Amounts, (ii) the Fact Sheet Plaintiff Supplements; (iii) the Settling Plaintiff Service Awards, (iv) the Additional Payment Fund, (v) the Common Good Fund, (vi) the separately negotiated Attorneys’ Fees and Costs, and (vii) the Administrative Expenses Fund.

1.43 “Settlement Payments” means the payments made to a Settling Plaintiff, Settling Unfiled Claimant, or Settling Additional Plaintiff in the applicable amounts set forth herein and that may be comprised of Individual Settlement Amounts, Fact Sheet Plaintiff Supplements, Settling Plaintiff Service Awards, and payments from the Additional Payment Fund, if any.

1.44 “Settling Additional Plaintiffs” refers to the Additional Plaintiffs who have timely submitted a properly completed and validly executed Plaintiff / Unfiled Claimant Release, provided the Effective Date of this Agreement has been reached.

1.45 “Settling Person” means a Person who is a Settling Additional Plaintiff, a Settling Plaintiff, or Settling Unfiled Claimant.

1.46 “Settling Plaintiffs” refers to the Plaintiffs who have timely submitted a properly completed and validly executed Plaintiff / Unfiled Claimant Release and a Stipulation of Dismissal (as defined herein), provided the Effective Date of this Agreement has been reached.

1.47 “Settling Plaintiff Service Award” means a payment of Ten Thousand Dollars (\$10,000) to each of the six (6) Plaintiffs who are the named Plaintiffs in the Second Amended Consolidated Class Action Complaint filed on October 17, 2016 with the Court, provided such Plaintiff becomes a Settling Plaintiff and the Effective Date is reached.

1.48 “Settling Plaintiffs’ Counsel” refers to Counsel for one or more Settling Plaintiffs, one or more Settling Unfiled Claimants, and/or one or more Settling Additional Plaintiffs and who have executed this Agreement or otherwise have executed a Certification of Counsel attached to the Release agreeing to be bound by the terms of this Agreement as though they had signed this Agreement.

1.49 “Settling Unfiled Claimants” refers to the Unfiled Claimants identified on Exhibit C who have timely submitted a properly completed and validly executed Plaintiff / Unfiled Claimant Release, provided the Effective Date of this Agreement has been reached.

1.50 “Standardized Test Report” means the form by which the results of the Testing pursuant to the Testing will be provided to a Testing Participant by the Testing Neuropsychologist (as defined herein), a form of which is attached as Exhibit G, and any form

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containing the results of any other examination, procedures, tests or services of any Testing Participants.

1.51 “Stipulation of Dismissal” or “Dismissal” refers to the stipulation of dismissal substantially in the form of Exhibit H, or such other motion, order or other form, necessary to dismiss with prejudice each Plaintiff’s Claims in the Litigation, regardless of whether the Plaintiff is the sole Plaintiff in a case or combined with other Plaintiffs.

1.52 “Testing” or “Tests” means the series of cognitive, mood and behavioral tests and possibly a referred neurological examination and basic blood work, if applicable, being made available to those Settling Plaintiffs, Settling Unfiled Claimants, and Settling Additional Plaintiffs who elect to receive the Testing for their own evaluation and benefit and which will operate as set forth in this Agreement, the “Testing Protocol”, which is attached as Exhibit E, and the “Standardized Test Report”, which is attached as Exhibit G.

1.53 “Testing Additional Payment Request” means the timely written request submitted by a Testing Participant who qualifies under the terms of this Agreement and the criteria to be established by the Claims Administrator and Co-Lead Plaintiffs’ Counsel pursuant to the terms of this Agreement, to request a payment from the Additional Payment Fund not to exceed Seventy-Five Thousand Dollars (\$75,000.00) per qualifying Testing Participant.

1.54 “Testing Administrator” means the person who shall be selected, hired, and compensated by the NHL, in its sole discretion subject to the approval of the Claims Administrator, to coordinate and facilitate: (i) the participation of Testing Neuropsychologists (as defined in Section 9.2) to perform the Testing, (ii) the collection and review of all documentation required of Settling Plaintiffs, Settling Unfiled Claimants, and Settling Additional Plaintiffs who elect to receive the Testing, (iii) the scheduling of the testing of Testing Participants, (iv) responses to requests for reimbursable travel expenses in connection with the Testing, (v) appointments with neurologists for qualifying referred neurological examinations, if applicable, (vi) the payment of fees for the conduct and scoring of the Testing by Testing Neuropsychologists and subsequent qualifying neurological examinations by neurologists and basic blood work, if any, and (vii) other administrative tasks necessary for the efficient operation and completion of the Testing.

1.55 “Testing Election Form” or “Election Form” means the form attached as Exhibit F by which a: (i) Settling Plaintiff, (ii) Settling Unfiled Claimant, or (iii) Settling Additional Plaintiff elects to receive the Testing when it is executed with Personal Signature and timely submitted to the Testing Administrator.

1.56 “Testing Participant” refers to those: (i) Settling Plaintiffs, (ii) Settling Unfiled Claimants, and (iii) Settling Additional Plaintiffs who timely and validly elect to receive the Testing by timely submitting a completed Testing Election Form.

1.57 “Unfiled Claimants” means the 172 individuals who are former professional ice hockey players who have retained one or more of the Plaintiffs’ Counsel as of the Execution Date in connection with Alleged Injuries, Conditions, and Risks (as defined herein) and who can allege a factual basis to assert Claims in connection with Alleged Injuries,

Conditions, and Risks against the NHL or any Member Clubs of the NHL, but whose Claims remain unfiled in any court.

2. SETTLEMENT BENEFITS

2.1 In consideration for the Releases and Stipulations of Dismissal, each Settling Plaintiff shall receive the Individual Settlement Amount provided the Effective Date is reached and subject to the provision on Liens.

2.2 In addition, to the extent a Settling Plaintiff qualifies and provided the Effective Date is reached, a Settling Plaintiff may also receive: (i) a Plaintiff Fact Sheet Supplement, if applicable, and (ii) a Settling Plaintiff Service Award, if applicable; and (iii) the opportunity to participate in the Testing and potentially seek a payment from the Additional Payment Fund, if qualified. Participating in the Testing under this Agreement is completely optional to Settling Plaintiffs.

2.3 In consideration for the Releases, each Settling Unfiled Claimant shall receive the following provided the Effective Date is reached: (i) the Individual Settlement Amount and (ii) the opportunity to participate in the Testing and potentially seek a payment from the Additional Payment Fund, if qualified. Participating in the Testing under this Agreement is completely optional to Settling Unfiled Claimants.

2.4 The National Hockey League will pay for the Testing for: (i) Settling Plaintiffs, (ii) Settling Unfiled Claimants, and (iii) Settling Additional Plaintiffs, who elect to participate in the Testing, including the costs and expenses relating to the Testing Administrator, and such payments will be paid separately by the National Hockey League and will not reduce, or be limited by, the Settlement Amount. Except as set forth below for costs of specified long-distance travel when necessary to obtain Testing and approved by the Testing Administrator in advance, travel and other incidental expenses of Testing Participants in obtaining Testing and a neurological examination under the Testing are the responsibility of each Testing Participant and not the responsibility of the NHL or any other Released Person, and are not paid for by the Settlement Amount.

2.5 Subject to the limitations in Section 2.6 and the provisions of Section 4.4, provided the Effective Date is reached, the National Hockey League shall deposit the sum of Sixteen Million Nine Hundred Ten Thousand Eight Hundred Dollars (\$16,910,800.00), which is that portion of the Settlement Amount due at that time to be paid, into the Escrow Account within ten (10) Business Days following either: (a) the Effective Date or (b) the opening of the Escrow Account and its establishment as a QSF, whichever date is later.

2.6 The payment and distribution of the Settlement Amount shall be limited as follows:

- (a) Six Million Nine Hundred Ninety-Six Thousand Dollars (\$6,996,000.00) in the aggregate for the Individual Settlement Amount for all 318 Settling Plaintiffs and Settling Unfiled Claimants;

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- (b) Five Hundred Fifty-Two Thousand Dollars (\$552,000.00) in the aggregate for the Plaintiff Fact Sheet Supplements for all 138 Settling Plaintiffs who completed Fact Sheets as required by the Court or claimant-specific interrogatory responses;
- (c) Sixty Thousand Dollars (\$60,000.00) in the aggregate for the Settling Plaintiff Service Awards for all six (6) Settling Plaintiffs who qualify for such an award;
- (d) One Million One Hundred Thousand Dollars (\$1,100,000.00) in the aggregate for the Additional Payment Fund;
- (e) Two Million Five Hundred Fourteen Thousand Dollars (\$2,514,000.00) in the aggregate for the Common Good Fund, which will be funded over five (5) annual installments of Five Hundred Two Thousand Eight Hundred Dollars (\$502,800.00) as set forth in Section 10;
- (f) Seven Hundred Fifty Thousand Dollars (\$750,000.00) in the aggregate for the Administrative Expenses Fund; and
- (g) Six Million Nine Hundred Fifty Thousand Dollars (\$6,950,000.00) in the aggregate for Attorneys' Fees and Costs.
- (h) In no event shall the payments pursuant to subparts (a) through (g) of this Section 2.6 in the aggregate exceed the Settlement Amount of Eighteen Million Nine Hundred Twenty-Two Thousand Dollars (\$18,922,000.00).

2.7 In the event the Administrative Expenses, including the fees and expenses of the Claims Administrator and/or Lien Administrator, exceed \$750,000.00, the excess amount shall be paid from the Common Good Fund and the payment of Administrative Expenses from the Common Good Fund shall have priority over any other payments from the Common Good Fund. Also, if the Administrative Expenses incurred in connection with the Settlement, including the fees and expenses of the Claims Administrator and/or Lien Administrator, are less than \$750,000.00, the surplus amount of the Administrative Expenses Fund shall become part of the Common Good Fund.

2.8 If the Effective Date is reached and any unclaimed settlement funds remain in the Escrow Account following the payment of all Settlement Payments, those funds shall become part of the Common Good Fund and subject to the use and disbursement provisions relating to the Common Good Fund.

2.9 Under no circumstances shall the NHL or any other Released Person be required to pay any amount in excess of, or in addition to, the Settlement Amount, except with respect to the cost to the National Hockey League of the Testing (including any qualified travel expenses) and the Testing Administrator, which amounts are in addition to and shall not be counted against the Settlement Amount.

3. REPRESENTATIONS, WARRANTIES AND OTHER OBLIGATIONS OF PLAINTIFFS, UNFILED CLAIMANTS, PLAINTIFFS' COUNSEL, AND SETTLING PLAINTIFFS' COUNSEL

3.1 As of the Execution Date, Plaintiffs' Counsel, and all Settling Plaintiffs' Counsel, represent and warrant that all Plaintiffs are listed on the attached Exhibit A and all Unfiled Claimants are listed on the attached Exhibit C.

3.2 As of the Execution Date, Plaintiffs' Counsel, and all Settling Plaintiffs' Counsel, represent and warrant that to their knowledge none of the Plaintiffs or Unfiled Claimants have assigned any or all rights to litigate and release their Claims arising from, relating to, or connected with Alleged Injuries, Conditions, and Risks or the Litigation to another Person.

3.3 As of the Execution Date, Plaintiffs' Counsel, and all Settling Plaintiffs' Counsel, represent and warrant that their respective clients among the Plaintiffs and the Unfiled Claimants are the only clients known to be represented or retained by any Counsel with Claims arising from, relating to, or connected with Alleged Injuries, Conditions, and Risks.

3.4 As of the submission of Exhibit I under Section 10, Plaintiffs' Counsel and all Settling Plaintiffs' Counsel shall represent and warrant that the Additional Plaintiffs set forth on Exhibit I are the only clients known to have for the first time retained any Plaintiffs' Counsel or any Settling Plaintiffs' Counsel in connection with Claims arising from, relating to, or connected with Alleged Injuries, Conditions, and Risks following the Execution Date but before the Effective Date. Exhibit I shall be provided to the NHL and the Claims Administrator pursuant to the Notice provisions of this Agreement seventy-five (75) days after the Execution Date, subject to being updated, if requested by the NHL, on another date agreed to by the Parties that is on, or prior to, the Effective Date.

3.5 Co-Lead Plaintiffs' Counsel, on behalf of all Settling Plaintiffs' Counsel, shall amend or affirm the representations and warranties in Sections 3.1, 3.2, 3.3, 3.4 and 14.4 pursuant to the Notice provisions of this Agreement as of: (i) seventy-five (75) days after the Execution Date and (ii) at such other time following seventy-five (75) days after the Execution Date but on or prior to the Effective Date, as reasonably requested by the NHL.

3.6 Plaintiffs' Counsel, and all Settling Plaintiffs' Counsel acknowledge, covenant and agree that they have, are and/or will be using best efforts in: (a) communicating the terms of this Agreement to all of their respective clients who are the Plaintiffs, Unfiled Claimants, and Additional Plaintiffs, if any, (b) using their independent professional judgment, in accordance with the individual circumstances of each of the Plaintiffs, Unfiled Claimants, and Additional Plaintiffs, if any, on the attached Exhibits A and C, and Exhibit I to be supplied later, in recommending that each accept and participate in this Agreement, (c) obtaining and timely submitting properly completed and validly executed Releases from each of those listed on Exhibits A, C, and I who wish to accept the substantial benefits of this Agreement, and (d) taking other required steps to effectuate the terms of this Agreement. Without waiving any attorney-client privilege, Plaintiffs' Counsel and Settling Plaintiffs' Counsel will supply NHL's counsel with status reports on the progress of these efforts upon reasonable request.

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3.7 Subject to the provisions of Section 6.8, a Release by a Plaintiff, Unfiled Claimant, or Additional Plaintiff is irrevocable upon its execution and delivery to the Claims Administrator for the benefit of the NHL. However, if the Agreement is terminated, each Release will be null and void *nunc pro tunc* and returned to Plaintiffs' Counsel. No Plaintiff, Unfiled Claimant, or Additional Plaintiff, under any circumstances or for any reason, may request the return of his Release once the Release is executed and delivered to the Claims Administrator for the benefit of the NHL unless the Agreement is terminated. Further, no Plaintiff or Plaintiff's Counsel may request the return of a submitted Stipulation of Dismissal unless the Agreement is terminated.

3.8 Under this Agreement and the Release, to the extent that a Settling Plaintiff, Settling Unfiled Claimant, or Settling Additional Plaintiff has rights to any retirement pension or disability benefits pursuant to a collective bargaining agreement with the National Hockey League or any of its Member Clubs that he is currently receiving or may become entitled to receive in the future, the Release does not impact, change, or release those benefits. In addition, if the National Hockey League and/or Member Clubs negotiate and agree with the NHLPA or other collective bargaining unit to any further pension or disability benefits that are retroactive and would otherwise apply to a Settling Plaintiff, Settling Unfiled Claimant, or Settling Additional Plaintiff, the Release will not release his right to claim such benefits. However, should the National Hockey League and/or Member Clubs negotiate and agree with the NHLPA or other collective bargaining unit to new or additional pension or disability benefits applicable only to current National Hockey League Players and future National Hockey League Player retirees, a Settling Plaintiff, Settling Unfiled Claimant, and Settling Additional Plaintiff will not be entitled to such benefits and shall not make any claims for such benefits.

3.9 Upon the Execution Date, the Parties shall agree to extensions or continuances of any deadlines with the Court, or any state court, pending the Effective Date or termination of this Agreement, and Plaintiffs' Counsel represent and warrant that they have the authority to agree to such continuances on behalf of all Plaintiffs' Counsel. However, if in the judgment of the Parties, a formal stay becomes necessary in the Litigation, the Parties agree to stipulate to a stay of the Litigation to permit the settlement contemplated by this Agreement to become effectuated, and (ii) agree to make a joint motion to the Court or other court to enter this agreed upon stay. Any disputes regarding this provision shall be submitted to Judge Keyes.

3.10 Following the Effective Date, the Parties agree to discuss and negotiate in good faith to agree how to resolve the question of a suggestion of remand to the Judicial Panel on Multidistrict Litigation ("JPML") and that neither side will make any motion to that effect prior to that good faith negotiation. Any disputes regarding this provision shall be submitted to Judge Keyes.

3.11 Following the Execution Date, Co-Lead Plaintiffs' Counsel and the Claims Administrator shall take all steps necessary to designate the Escrow Account used for the Settlement Amount as a Qualified Settlement Fund as approved by the Court. Following the Effective Date, Co-Lead Plaintiffs' Counsel and the Claims Administrator shall ensure that the Escrow Account complies with all tax and accounting requirements and filings. The expenses incurred in connection with the Escrow Account and its status as a QSF shall be charged against and deducted from the Escrow Account as an Administrative Expense under Sections 2.8 and

10.4. Co-Lead Plaintiffs' Counsel will file the necessary application, petition, or other court papers to designate the Escrow Account held by the Escrow Agent as a QSF and to define the powers and responsibilities of the administrator of the QSF. Co-Lead Plaintiffs' Counsel shall provide all necessary identifying information to the NHL regarding the QSF prior to the NHL's deposit of the Settlement Amount into the Escrow Account following the Effective Date.

4. OBLIGATIONS OF PLAINTIFFS, UNFILED CLAIMANTS AND TESTING PARTICIPANTS

4.1 Within seventy-five (75) days of the Execution Date, all of the Plaintiffs, Unfiled Claimants, and any Additional Plaintiffs who wish to settle their Claims shall deliver or cause to be delivered to the Claims Administrator for the benefit of the NHL: (i) a properly completed and validly executed Plaintiff / Unfiled Claimant Release, and (ii) a Stipulation of Dismissal of that Plaintiff's Claims With Prejudice in order that the Litigation and every case identified on Exhibit B will be dismissed with prejudice with each party to bear its own costs.

4.2 In the event a Release is to be executed on behalf of an estate or incompetent person, Co-Lead Plaintiffs' Counsel shall inform counsel for the NHL who shall provide a modified form of the Release at Exhibit D for execution by a Legal Representative. To the extent the Release is executed on behalf of an estate, the estate may apply for a payment from the Additional Payment Fund pursuant to criteria to be established by the Claims Administrator in consultation with Co-Lead Plaintiffs' Counsel.

4.3 Within seventy-five (75) days following the Effective Date of this Agreement, any Settling Plaintiff, Settling Unfiled Claimant, and Settling Additional Plaintiff who wishes to participate in the Testing must submit a completed Testing Election Form.

4.4 Within two (2) Business Days following the deposit of the Settlement Amount into the Escrow Account, the Claims Administrator shall disburse the amount of \$6,950,000.00 from the Escrow Account to Zimmerman Reed LLP as the payment of Settling Plaintiffs' Counsels' Attorneys' Fees and Costs.

4.5 Plaintiffs' Counsel and Settling Plaintiffs' Counsel expressly agree that, in return for the deposit of \$6,950,000.00 into the Escrow Account pursuant to Section 2.6 for the payment of Attorneys' Fees and Costs pursuant to Section 4.4, Plaintiffs' Counsel and Settling Plaintiffs' Counsel waive and shall not seek to enforce any contractual right to recover fees and expenses from a Settling Plaintiff, Settling Unfiled Claimant, or Settling Additional Plaintiff contained in any written retention agreement between Plaintiffs' Counsel or Settling Plaintiffs' Counsel and their respective clients. Settling Plaintiffs' Counsel agree not to seek further attorneys' fees and/or litigation costs and expenses from Settling Plaintiffs, Settling Unfiled Claimants, or Settling Additional Plaintiffs.

4.6 With the exception of the deadline in Section 6.4, the NHL and Co-Lead Plaintiffs' Counsel may agree to extend any deadlines set forth in this Agreement, including extending a deadline, *nunc pro tunc*, to facilitate the just and efficient operation of this Agreement. For clarity, neither the NHL nor Co-Lead Plaintiffs' Counsel is under any obligation to extend any deadline under this Agreement and neither the Claims Administrator nor any other

Person, other than Judge Keyes upon request of a Party, is empowered to order an extension to any deadline under this Agreement.

5. REPRESENTATIONS OF THE NHL

5.1 The National Hockey League represents that it is an unincorporated association governed by its constitution and bylaws.

5.2 The NHL represents that all other required authorizations have been obtained, permitting the undersigned representatives of the National Hockey League, its Board of Governors, and NHL Enterprises, Inc. to execute this Agreement and deliver it to Co-Lead Plaintiffs' Counsel with binding effect upon the NHL.

6. OBLIGATIONS OF THE NHL

6.1 The NHL shall not file with the Court any Stipulation of Dismissal prior to the Effective Date of this Agreement. Once the Effective Date is reached, the NHL shall file the Stipulations of Dismissal. In the event the Effective Date is not reached, the NHL shall return to Co-Lead Plaintiffs' Counsel the settlement documentation provided pursuant to Section 4.1 without prejudice.

6.2 The National Hockey League shall deposit the Settlement Amount into the Escrow Account as set forth in Sections 2.5, 2.6, and Section 10 of this Agreement. Under no circumstances shall the National Hockey League or any other Released Person be required to deposit any further funds into the Escrow Account established by this Agreement or pay any amounts beyond the Settlement Amount. However, provided the Effective Date is reached, the National Hockey League shall pay separately the costs of the Testing available under this Agreement and for the Testing Administrator. The costs paid by the National Hockey League for Testing pursuant to this Section will be in addition to, and not charged against, the Settlement Amount.

6.3 Within thirty (30) days following the deadline for the submission of the Releases and Stipulations of Dismissal, and provided the NHL has received all required Releases and Stipulations of Dismissal applicable to each of the Plaintiffs, Unfiled Claimants, and Additional Plaintiffs, properly completed and validly executed as required by this Agreement, the NHL shall provide notice to Co-Lead Plaintiffs' Counsel and the Claims Administrator that the Effective Date has been reached. The Effective Date shall be the date on which such notice is given to Co-Lead Plaintiffs' Counsel pursuant to Section 16. Co-Lead Plaintiffs' Counsel shall ensure that the PEC, PLC, and all Settling Plaintiffs, Settling Unfiled Claimants, Settling Additional Plaintiffs and Settling Plaintiffs' Counsel are informed that the Effective Date has been reached and the date constituting the Effective Date. To the extent the NHL receives defective or incomplete documentation, the NHL promptly will communicate with the relevant Plaintiffs' Counsel, Co-Lead Plaintiffs' Counsel, and/or the Claims Administrator in an effort to rectify the defective and incomplete documentation so that the Effective Date can be reached in a timely and expeditious manner.

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6.4 If the Effective Date is not reached within one hundred twenty (120) days of the Execution Date, within ten (10) Business Days following the expiration of the 120 day period referenced above, the NHL, at its sole option, may either: (1) terminate the Agreement by providing notice to Co-Lead Plaintiffs' Counsel, the Claims Administrator, and Judge Keyes, (2) commence negotiation to amend the Agreement with the Co-Lead Plaintiffs' Counsel by giving notice to Co-Lead Plaintiffs' Counsel and Judge Keyes and, if the Agreement is amended, continue with the Agreement as amended with the agreed-upon revised terms by giving notice to Co-Lead Plaintiffs' Counsel and the Claims Administrator that the Effective Date of the Revised Agreement has been reached, or (3) continue with the Agreement on the same terms with Releases being submitted by fewer than: (a) all of the 146 Plaintiffs, (b) all of the 172 Unfiled Claimants, and (c) all of the Additional Plaintiffs listed on Exhibit I, if any, by giving notice to Co-Lead Plaintiffs' Counsel and the Claims Administrator that the NHL has declared the Effective Date reached despite fewer than all of the Required Persons submitting Releases. However, if amended settlement terms are not agreed upon pursuant to clause (2) above and notice of the Effective Date of the revised agreement is not provided within sixty (60) Business Days, either Party may then terminate the Agreement by giving notice to the other Party, the Claims Administrator, and Judge Keyes.

6.5 If this Agreement is terminated for any reason: (i) all obligations of the Parties under this Agreement shall cease unless otherwise expressly provided under this Agreement; (ii) the Parties and Plaintiffs shall be returned to their respective positions in the Litigation as existing on the day immediately preceding the Execution Date; (iii) all Releases and Stipulations of Dismissal submitted to the Claims Administrator for the benefit of the NHL pursuant to this Agreement shall be returned to Co-Lead Plaintiffs' Counsel and shall be null and void, *nunc pro tunc*; and (iv) any motions withdrawn following the Execution Date will be reinstated as of the day preceding the Execution Date.

6.6 Any agreement of the Parties or Order of the Court relating to a stay or continuance shall be maintained pending the Effective Date, including during any negotiation period under Section 6.4, unless and until the Agreement is terminated.

6.7 In consideration for the Settlement Agreement, the properly completed and validly executed Releases from all required Plaintiffs, Unfiled Claimants, and Additional Plaintiffs, and the Stipulations of Dismissal from the Plaintiffs, the National Hockey League, following the Effective Date, shall: (i) make the deposit of the Settlement Amount into the Escrow Account pursuant to this Agreement, and (ii) make available the Testing as set forth in this Agreement. However, except for the payment of the Settlement Amount and separately paying the costs of the Testing and Testing Administrator, the NHL or any other Released Person shall be under no obligation to make any other payments.

6.8 The National Hockey League's obligations to Settling Plaintiffs, Settling Unfiled Claimants, Settling Additional Plaintiffs, and Settling Plaintiffs' Counsel to make the payments under Sections 2.5, 2.6 and 10 are completely satisfied upon the wire transfer of the required amounts into the Escrow Account according to the terms of this Agreement.

7. SETTLEMENT PAYMENT PROVISIONS

7.1 Once the Effective Date is reached and the portion of the Settlement Amount set forth in Section 2.5 has been deposited into the Escrow Account within ten (10) Business Days thereof, the Claims Administrator shall: (i) confirm the settlement amounts for each Settling Plaintiff with Co-Lead Plaintiffs' Counsel, and upon confirmation, cause the payment, subject to the provision on Liens, of the Individual Settlement Amounts, the Plaintiff Fact Sheet Supplements, and the Settling Plaintiff Service Awards to be disbursed from the Escrow Account to the respective Settling Plaintiffs, Settling Unfiled Claimants, and Settling Additional Plaintiffs in accordance with the written instructions received from the Co-Lead Plaintiffs' Counsel for the specific Settling Plaintiffs, Settling Unfiled Claimants, and Settling Additional Plaintiffs; and (ii) disburse the Attorneys' Fees and Costs amount as set forth in Section 4.4.

7.2 Reports shall be issued to all Parties by the Claims Administrator and Escrow Agent periodically and/or upon reasonable request of a Party that set forth the recipients, payments, and amounts of: (i) all Individual Settlement Amounts, (ii) all Plaintiff Fact Sheet Supplements, (iii) the Settling Plaintiff Service Awards, (iv) all payments from the Additional Payment Fund to qualifying Testing Participants, including the individual payment amounts to individual Testing Participants, and (v) all other disbursements from the Escrow Account, and provision for the issuance of such reports also shall be included in the Escrow Agreement.

7.3 The making of any Plaintiff Fact Sheet Supplement payment, Settling Plaintiff Service Award, or a payment from the Additional Payment Fund to a qualifying Testing Participant under Section 9 by the Claims Administrator, shall not create any right or expectancy in favor of any other Settling Person to receive any additional payment or in any particular amount.

7.4 For the purpose of any Settlement Payments to a Legal Representative of a decedent or minor, no payment shall be issued unless and until a court of competent jurisdiction approves the settlement, Release, Stipulation of Dismissal, and Settlement Payment as to that Settling Plaintiff, Settling Unfiled Claimant, or Settling Additional Plaintiff, if such approval is required under applicable law.

8. CLAIMS ADMINISTRATOR and/or LIEN ADMINISTRATOR

8.1 The Claims Administrator and/or Lien Administrator shall be selected by the Parties within thirty (30) Business Days following the Execution Date. If following thirty (30) Business Days following the Execution Date the Parties are unable to agree on a Claims Administrator and/or Lien Administrator, Judge Keyes shall make the required appointments.

8.2 The Claims Administrator and/or Lien Administrator shall be compensated for his or her reasonable and necessary time charges incurred in the performance of the position at a reasonable rate for the services to be performed and shall from time to time submit invoices to Co-Lead Plaintiffs' Counsel and counsel for the NHL. Following approval of each invoice by counsel for NHL and Co-Lead Plaintiffs' Counsel on behalf of Plaintiffs'

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Counsel, the Claims Administrator and/or Lien Administrator shall be paid the approved invoice amount as an Administrative Expense of the Settlement as set forth in Sections 2.8 and 10.4.

8.3 The Co-Lead Plaintiffs' Counsel, the NHL, and the Claims Administrator and/or Lien Administrator shall enter into a written Administrative Agreement stating the terms of the Claims Administrator's and/or Lien Administrator's position and services to be performed with terms that are reasonable for the nature of the functions to be performed. The cost of such Administrative Agreement(s) shall be paid as set forth in Sections 2.8 and 10.4.

8.4 The Claims Administrator has authority, among other things, to: (i) review the Releases to ensure they are properly completed and validly executed and submitted, (ii) approve for payment from the Escrow Account, subject to the provision on Liens, the Individual Settlement Amounts, the Plaintiff Fact Sheet Supplements, and the Settling Plaintiff Service Awards following the occurrence of the Effective Date and the deposit of the Settlement Amount into the Escrow Account, (iii) disburse from the Escrow Account the Attorneys' Fees and Costs for Settling Plaintiffs' Counsel as set forth in Sections 2.6 and 4.4, and (iv) make the payments from the Additional Payment Fund as described below to qualifying Testing Participants, if any, in amounts and pursuant to such criteria as established by the Claims Administrator in consultation and cooperation with the Co-Lead Plaintiffs' Counsel.

8.5 The Lien Administrator has authority, among other things, to: (i) review the Liens, (ii) review the Medicare/Medicaid or governmental lien status of each Settling Plaintiff to determine if any Settling Plaintiffs are subject to Liens, (iii) investigate the nature, scope and amount of the Liens, if any; and (iii) resolve any appropriate Liens under procedures agreed to by the Lien Administrator and Co-Lead Plaintiffs' Counsel, including a procedure for appropriate Lien holdbacks.

8.6 If the Claims Administrator and/or Lien Administrator resigns or otherwise cannot perform his or her duties and responsibilities under the Agreement, a replacement will be selected in the same manner as Section 8.1.

8.7 The Claims Administrator and/or Lien Administrator shall have the authority to perform all actions, to the extent not expressly prohibited by, or otherwise inconsistent with, any provision of this Agreement, deemed by the Claims Administrator to be reasonably necessary for the efficient and timely performance of his duties and responsibilities established by this Agreement.

8.8 Neither the Claims Administrator and/or Lien Administrator nor any employee or agent of the Claims Administrator and/or Lien Administrator shall be liable to the NHL, any Settling Plaintiff, Settling Unfiled Claimant, Settling Additional Plaintiff, or Settling Plaintiffs' Counsel for his or her acts or omissions, or those of any agent or employee of the Claims Administrator and/or Lien Administrator, in connection with their responsibilities under the Agreement except, with respect to each such Person, for such Person's negligence or willful misconduct.

8.9 It is expressly agreed that the final decisions of the Claims Administrator and/or Lien Administrator under this Agreement shall be binding and Non-Appealable.

9. TESTING AND THE ADDITIONAL PAYMENT FUND

The Testing being made available will provide a snapshot in time of the Testing Participants. The Testing will consist of cognitive, mood and behavioral testing. The costs of the Testing as defined herein shall be the responsibility of the NHL and will not count against the Settlement Amount. The Testing will operate as set forth below.

9.1 **Scope.** The Testing is being made available to Settling Plaintiffs, Settling Unfiled Claimants, and Settling Additional Plaintiffs who may elect to participate and receive a specialized battery of standardized neuropsychological, psychological and other assessments that are designed to assess cognitive function, including memory, language, and visuospatial function, as well as mood and behavior. The Testing will provide an efficient screening evaluation. The Testing assesses the following domains of functioning: Verbal and Visual Learning, Verbal and Visual Memory, Sustained Attention, Divided Attention, Concentration, Simple and Complex Sequencing, Processing Speed, Reaction Time, Information Processing Speed, Verbal Fluency, Executive Functioning, Expressive and Receptive Language, and Psychological Functioning. The Testing will be conducted by Testing Neuropsychologists, and the Testing is more fully described in the Testing Protocol, attached as Exhibit E.

9.2 **Testing Neuropsychologists and Locations.** Following the Effective Date, the NHL will ask neuropsychologists in good standing who hold Fellow or Professional status with the Sports Neuropsychological Society (“SNS”) to be available to administer the Testing to Testing Participants, as set forth herein. A description of the requirements for membership in the SNS is attached as an appendix to Exhibit E. The Parties understand that the SNS has qualified members located throughout North America and in various European countries, where Settling Plaintiffs, Settling Unfiled Claimants, and Settling Additional Plaintiffs may reside. The goal is to solicit as many qualified SNS neuropsychologists throughout North America and Europe in order to minimize travel time and maximize access for Testing Participants in locations nearest their primary residence where Testing can be performed, thereby encouraging the participation of Settling Plaintiffs, Settling Unfiled Claimants, and Settling Additional Plaintiffs in the Testing. Qualifying neuropsychologists that participate in administering the Testing shall be referred to as “Testing Neuropsychologists.”

9.3 **Testing Commencement.** The Testing period will commence one hundred and fifty (150) days after the Effective Date is reached.

9.4 **Preconditions.** To be eligible to elect to participate in the Testing, one must be a Settling Plaintiff, Settling Unfiled Claimant, or Settling Additional Plaintiffs under the terms of this Agreement. Settling Plaintiffs, Settling Unfiled Claimants and Settling Additional Plaintiffs who elect to participate in the Testing must deliver to the Testing Administrator their “Testing Election Form,” in the form of the attached Exhibit F within seventy-five (75) days following the Effective Date.

9.5 **Administration.** The Testing will be administered by a Testing Administrator who will be directed by the NHL in its sole discretion. The Testing Administrator will be responsible for logistical administration of the Testing, including helping to disseminate contact information for Testing Neuropsychologists, coordinating appointments and travel, and

approving qualifying travel costs, and will coordinate the payment of the fees and costs of the Testing. The costs and expenses associated with the Testing Administrator's duties will be paid by the NHL. The Testing Administrator will issue semi-annual reports (or more frequently upon reasonable request) summarizing his or her activities and the status of the Testing, to be provided to Co-Lead Plaintiffs' Counsel and counsel to the NHL. The Claims Administrator shall have the authority to resolve any disputes that arise with respect to compliance with the Testing by the Parties to the Agreement or any Testing Participants, with the Claims Administrator's final decision being binding and Non-Appealable.

9.6 **Testing and Additional Payment Fund Deadlines.** Testing Participants will have two (2) years from the date of the Testing commencement as set forth in Section 9.3 to schedule and appear for Testing. To the extent the Additional Payment Fund is not depleted sooner, Testing Participants who apply for and qualify for payments from the Additional Payment Fund may receive payments from the Additional Payment Fund for up to four (4) years after having been qualified to receive payments from the Additional Payment Fund, subject to the provisions of this Section, including the maximum payment limit of Section 9.24 and the criteria established by the Claims Administrator in consultation and cooperation with Co-Lead Plaintiffs' Counsel.

9.7 **Costs of Testing.** The NHL will be responsible to pay for the Testing Neuropsychologists' reasonable time and expenses incurred in connection with the administration, scoring and reporting of the battery of tests set forth in the Testing Protocol. To the extent the Testing Neuropsychologist does not already own the testing materials for any of the Testing, the NHL will reimburse Testing Neuropsychologists for the costs associated with acquiring the testing materials for the Testing. The testing services set forth in the Testing Protocol will be the sole service required to be performed by any Testing Neuropsychologist under this Agreement and shall not include a differential diagnosis. At the request and expense of any Testing Participant, any Testing Neuropsychologist will be permitted to enter into a further professional relationship with the Testing Participant and provide diagnostic tests or procedures or treatment or care to that Testing Participant following and/or in addition to the Testing, but such services, diagnostic tests or procedures, treatment or care are outside of the Testing under this Agreement and the cost of any such services, diagnostic tests or procedures, treatment or care are not the responsibility of the NHL or any other Released Person.

9.8 **Deliverable to Testing Participant.** In accordance with professional standards and applicable laws, the Testing Neuropsychologist will provide results from a Testing Participant's Testing to the Testing Participant in the form of a Standardized Test Report in the form attached hereto as Exhibit G and will explain those results telephonically or in writing to the Testing Participant. The Standardized Test Report will contain an overview of the Testing Participant's results, as well as an appendix listing the tests performed with raw scores, percentile ranks, and classifications, including the definition of impairment. Similarly, the results of any referred neurologist's examination and basic blood work (as defined herein) shall be communicated by the neurologist to that Testing Participant in writing or telephonically in accord with his/her professional practice. No health information, testing results, or testing data will be shared with any Party without the written consent of the Testing Participant.

9.9 **Referrals for Additional Examination.** If, based solely on the results of the Testing of that Testing Participant, the Testing Neuropsychologist finds that a Testing Participant meets the classification of impaired in two (2) or more domains of functioning based on the classification standards set forth in the form of the Standardized Test Report attached as Exhibit G, the Testing Neuropsychologist shall so inform the Testing Participant by telephone or in writing and will provide a written referral (with notice being given to the Testing Administrator of the referral) to a neurologist local to that Testing Participant's primary residence for an examination and basic blood work as set forth in this Agreement. While not required, the Testing Neuropsychologists will attempt to make referrals to neurologists who have experience treating sports-related concussions.

9.10 The Testing Neuropsychologist will inform any such Testing Participant in writing or by telephone that, if he consents, his Testing results will be provided to the referred neurologist. The referred neurologist will perform an examination and obtain basic blood tests to measure basic lipid panels, blood count, thyroid and blood sugar (the "basic blood work"). The basic blood work will be performed by WellnessFX, or if WellnessFX is not available in the location of an examining neurologist, a similar blood laboratory company that operates in the location of the examining neurologist. The basic blood work will not include any other tests, including testing for pituitary gland functioning, growth hormone, cortisol, testosterone, or genetic biomarkers. If the results of the SIMs test identified on Exhibit E indicate that a Testing Participant may be malingering, the Testing Neuropsychologist will provide those results to the neurologist for his or her consideration when examining the Testing Participant.

9.11 The neurological examination provided under the Agreement to qualifying Testing Participants will be limited to an in-office standard or routine neurological examination and basic blood work and shall not include any other diagnostic, clinical, or testing procedures (e.g., MRI, EEG, PET scan, etc.). The NHL will pay for: (i) the basic blood work to a maximum of Eighty Dollars (\$80) and (ii) the examining neurologist's reasonable time and expenses associated with the examination, up to a maximum of One Thousand Dollars (\$1,000) per neurological assessment per Testing Participant. The information gathered or provided through the neurological examination and basic blood work pursuant to the Testing will not be used by the examining neurologist to perform a differential diagnosis. However, in accordance with professional standards and applicable laws, the examining neurologist may recommend or order any additional testing, evaluations, and/or treatment for the Testing Participant, but the NHL or any other Released Person will not have any obligation or responsibility to pay the costs of any such further tests, evaluations, and/or treatment. However, Testing Participants who qualify may obtain an additional payment from the Additional Payment Fund.

9.12 With respect to any Testing Participant and in accordance with professional standards and applicable laws, if a Testing Neuropsychologist finds it appropriate (despite no findings of impairment across two (2) or more domains of functioning) or if requested by the Testing Participant, referrals to other medical professionals for further evaluation, testing, and/or treatment will be provided. Neither the NHL nor any other Released Person will have any obligation or responsibility to pay the costs of such further tests, evaluations, and/or treatment. However, Testing Participants who qualify may obtain an additional payment pursuant from the Additional Payment Fund.

9.13 In accordance with professional standards and applicable laws, if a Testing Neuropsychologist has evidence that a Testing Participant poses imminent danger to himself or others, a crisis intervention will be initiated. In a situation where a Testing Participant is exhibiting suicidal ideation without imminent intent, that Testing Participant will be referred for psychiatric and/or psychological care. The NHL or any other Released Person will not have any financial or other obligation or responsibility related to any additional treatment or care provided in accordance with these provisions. However, Testing Participants who qualify may obtain an additional payment from the Additional Payment Fund.

9.14 **Costs of Travel for Testing and Examinations.** The NHL or any other Released Person will not be responsible for the costs of travel and/or lodging for any Testing Participant who lives within one hundred (100) miles of a Testing Neuropsychologist or referred neurologist, if any. If the closest available Testing Neuropsychologist or referred neurologist is located between one hundred (100) miles and one hundred and twenty-five (125) miles of the primary residence of the Testing Participant, the Testing Participant shall submit estimated transportation expenses to the Testing Administrator for pre-approval, and the NHL will pay any such reasonable transportation expenses actually incurred, not to exceed the amount pre-approved, for a Testing Participant only for travel to the location of the nearest-available Testing Neuropsychologist or referred neurologist, if any, from the primary residence of the Testing Participant and back to his primary residence. For clarity, the NHL or any other Released Person will not be responsible for the cost of lodging or other incidental costs in connection with such Testing or referred neurologist's examination, if any. If a Testing Neuropsychologist or referred neurologist, if any, is only available more than one hundred and twenty-five (125) miles from the primary residence of the Testing Participant, the Testing Participant shall submit estimated transportation expenses to the Testing Administrator for pre-approval, and the NHL will pay any such reasonable expenses actually incurred, not to exceed the amount pre-approved, for a Testing Participant only for travel to, and one night's lodging in, the location of the nearest-available Testing Neuropsychologist or referred neurologist, if any, from the primary residence of the Testing Participant and back to his primary residence. For clarity, the NHL or any other Released Person will not be responsible for other incidental costs in connection with such Testing or referred neurologist examination, if any. For purposes of this Section, all distances will be determined by the Testing Administrator using Google Maps for the shortest driving distance between the Testing Participant's primary residence and the nearest office location of the Testing Neuropsychologist and/or referred neurologist, if any.

9.15 **Use of Testing or Examination Results.** The Testing and Standardized Test Reports, the results of any basic blood work, and any qualifying referral neurologist examination, as well as any results arising from or connected with examinations, tests, procedures or services or for which full or partial reimbursement occurs from any distribution of payments from the Additional Payment Fund, are subject to the confidentiality provisions set forth in this Agreement and are for the Testing Participant's personal use and benefit only. The Standardized Test Report and/or any other results from the Testing, basic blood work, or qualifying referred neurologist examination, as well as any results arising from or connected with examinations, tests, procedures or services, or for which full or partial reimbursement occurs from any distribution of payments from the Additional Payment Fund may not be used in any epidemiological study or otherwise aggregated for publication or public dissemination or used in

litigation for or against the NHL, any other Released Persons, or the Testing Participant or on his behalf.

9.16 **Testing and Examination Confidentiality.** No health information, testing results, or testing data will be shared with any Party without the written consent of the Testing Participant. The Testing Neuropsychologist, and to the extent applicable, the examining neurologist pursuant to a qualifying referral, will maintain the confidentiality of the results of the Testing, basic blood work, and/or neurological examination, in accordance with applicable federal, state, and provincial laws, professional standards, and the confidentiality terms of this Agreement. Upon completion of the Testing, basic blood work, or neurological examination, if any, and at the Testing Participant's request and with his written consent, the Testing Neuropsychologist or examining neurologist, if any, may send the Standardized Test Report and/or any other results from the Testing, basic blood work, or qualifying referred neurologist examination, if any, provided pursuant to this Agreement to any other medical professionals as directed by the Testing Participant, provided any such medical professionals enter into a confidentiality agreement consistent with the confidentiality provisions of this Agreement or to the extent permitted by the Testing Election Form. However, to the extent the Claims Administrator, any third-party administrator of the Additional Payment Fund, Testing Administrator, Settling Plaintiffs' Counsel or any other counsel were to become aware of any results of the Testing, basic blood work, and/or neurological examination of a Testing Participant, such information shall be confidential and only used to the extent necessary to effectuate the terms of this Agreement.

9.17 **Future Medical Care.** The NHL or any other Released Person is not responsible for any costs associated with any medical tests, diagnoses, procedures, evaluations, treatments, medication, or care provided by doctors and/or specialists other than the costs for the Testing, basic blood work up to \$80.00, any qualifying referred neurological examination up to \$1,000.00, and actually incurred travel expenses up to the specifically pre-approved amount by the Testing Administrator, as set forth and limited above, nor is the NHL or any other Released Person responsible for any costs associated with any medical professionals seen pursuant to referrals, except as expressly set forth herein.

9.18 **No Admissions or Liability.** The information generated through the Testing and examinations, including the results of Testing, Standardized Test Reports, basic blood work, qualifying referred neurologist examinations, if any, and/or the fact of any payments made from the Additional Payment Fund, or any testing or examination results paid for, or reimbursed in whole or in part by, payments disbursed from the Additional Payment Fund, do not and shall not constitute an admission by, or be used as evidence for or against, the NHL or any other Released Persons. The NHL and other Released Persons shall have no liability for any events, acts or omissions, arising out of or relating to the Testing, including the Testing, Standardized Test Reports, basic blood work, qualifying referred neurologist examinations, if any, travel costs and expenses, except as expressly set forth above, and/or the distribution or use of funds from the Additional Payment Fund. Further, Testing Participants agree that the NHL, any other Released Persons, and Testing Neuropsychologists may not be held liable, and will not be sued, for the scope of the Testing or for not providing or administering tests to Testing Participants that are not a part of the battery of tests that are identified in the Testing Protocol.

9.19 **Limitations on Participating Professionals.** As a requirement to participate in the Testing: (i) each Testing Neuropsychologist or referred neurologist, if any, shall not have presently appeared, or been identified in any litigation or legal proceeding of any type as an expert witness or treating health professional on behalf of or against the NHL, any of its Member Clubs, or any other Released Person, (ii) each Testing Neuropsychologist or referred neurologist shall agree not to appear in any litigation in the future as an expert witness against the NHL or any other Released Person, and (iii) no Testing Neuropsychologist or referred neurologist, if any, shall be a former or current employee or staff member of the Boston University CTE Center or the Concussion Legacy Foundation, including Drs. Robert Cantu, Robert Stern, Ann McKee, Michael Alosco, and/or Jesse Mez.

9.20 **Additional Payment Fund** Any Testing Participant: (i) whose Testing results meets the classification of impaired in two (2) or more domains of functioning based on the classification standards set forth in the form of the Standardized Test Report, (ii) whose Testing results lack indication of potential malingering under the SIMS test, and (iii) who is referred to a neurologist for examination under the terms of this Agreement, may qualify to obtain payment from the Additional Payment Fund pursuant to the criteria and procedures to be developed by the Claims Administrator in consultation and cooperation with Co-Lead Plaintiffs' Counsel. However, notwithstanding any provision in this Section to the contrary, the criteria developed by the Claims Administrator, in consultation and cooperation with the Co-Lead Plaintiffs' Counsel, may permit payments from the Additional Payment Fund to any estate receiving a Settlement Payment under this Agreement.

9.21 Qualifying Testing Participants and qualifying estates may apply for payments from the Additional Payment Fund according to the criteria and procedures established by the Claims Administrator, in consultation and cooperation with Co-Lead Plaintiffs' Counsel, by submitting an application to the Claims Administrator or third-party administrator of the Additional Payment Fund if one is so designated to receive the applications. A Qualifying Testing Participant's application will include a completed Standardized Test Report of such qualifying Testing Participant. All applications shall include such other documentation as required by the criteria and procedures established by the Claims Administrator. The Claims Administrator, in consultation and cooperation with the Co-Lead Plaintiffs' Counsel, shall establish the criteria and procedures for applications to and payments from the Additional Payment Fund prior to the date on which the Testing period commences under Section 9.3 and shall provide such criteria and procedures to the Co-Lead Plaintiffs' Counsel, any third-party administrator of the Additional Payment Fund, and the Testing Administrator on or before that date.

9.22 Without limitation of the foregoing provisions of this Section 9, in the event that any representation, warranty, certification, document, or covenant in connection with a request for a payment from the Additional Payment Fund is intentionally or willfully inaccurate, fraudulent, or breached in any material respect, such Testing Participant's request shall be denied. The Claims Administrator shall receive a copy of all applications and documents submitted in connection with applications for payments from the Additional Payment Fund and shall conduct reasonable periodic audits or reviews to ensure that the payments from the Additional Payment Fund are being made in accordance with the terms of this Agreement and the criteria and

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procedures that were established by the Claims Administrator in consultation and cooperation with Co-Lead Plaintiffs' Counsel prior to the Testing commencement date set forth in Section 9.3.

9.23 Payments from the Additional Payment Fund will be made to qualifying Testing Participants, and in specific amounts, and qualifying estates, if any, based on this Agreement and the criteria to be established by the Claims Administrator in consultation and cooperation with the Co-Lead Plaintiffs' Counsel. Any payments from the Additional Payment Fund to qualifying Testing Participants or qualifying estates shall be paid on a first-come, first served basis until the Additional Payment Fund is depleted. However, if the Additional Payment Fund is depleted prior to the payment of all approved awards to qualifying Testing Participants, the Claims Administrator shall obtain funding for the payment of those unpaid approved awards from the Common Good Fund under Section 10 below until those unpaid approved awards are paid or the Common Good Fund is exhausted, whichever comes first. The NHL or any Released Person shall have no other or further financial liability or funding requirement in the event the Common Good Fund is exhausted.

9.24 Under no circumstances may a qualifying Testing Participant or qualifying estate receive payments from the Additional Payment Fund, in the aggregate, in excess of Seventy-Five Thousand Dollars (\$75,000.00), the issuance of such payments will be based on the criteria and award amounts to be established by the Claims Administrator in consultation and cooperation with Co-Lead Plaintiffs' Counsel and administered by the Claims Administrator or a third-party administrator of the Additional Payment Fund selected by the Claims Administrator in consultation with Co-Lead Plaintiffs' Counsel. Any disputes will be decided by the Claims Administrator whose decisions are Non-Appealable.

9.25 No payments from the Additional Payment Fund shall be used to pay or reimburse any legal fees or costs of any Plaintiffs' Counsel. If following six (6) years from the commencement of the Testing, sums remain in the Additional Payment Fund in the Escrow Account and no pending claims from qualified Testing Participants or qualified estates remain to be paid, all such remaining funds shall be disbursed to the NHL Alumni Association for the benefit of its Breakaway Program.

9.26 The Claims Administrator, in consultation and cooperation with the Co-Lead Plaintiffs' Counsel, will develop criteria for the distribution of funds from the Additional Payment Fund to qualifying Testing Participants. The NHL and other Released Persons do not and will not endorse or have any liability for the criteria or the amounts distributed from the Additional Payment Fund or relating in any way to any examinations, tests, procedures or services resulting from, reimbursed by, or associated with the use of any such amounts distributed from the Additional Payment Fund.

9.27 The NHL or other Released Persons have no role in determining the criteria or amounts of payments from the Additional Payment Fund and any such criteria for payments from the Additional Payment Fund do not and shall not constitute an admission by or be used as evidence for or against the NHL or any other Released Persons for any purpose or fact, including that any additional payments or the criteria used to award additional payments are due to, caused by, or relating to playing hockey in the NHL or for a Member Club.

10. THE COMMON GOOD FUND

10.1 The Common Good Fund shall be held in the Escrow Account and will be part of the QSF. Any interest credited to the amounts in the Escrow Account shall become part of the Common Good Fund.

10.2 The Common Good Fund shall be funded by the NHL in the total aggregate amount of Two Million Five Hundred Fourteen Thousand Dollars (\$2,514,000.00) by five (5) separate deposits of Five Hundred Two Thousand Eight Hundred Dollars (\$502,800.00), the first deposit of which will occur within ten (10) Business Days of the Effective Date or the establishment of the Escrow Account, whichever date is later, and four subsequent deposits, each of which shall occur on or about the annual anniversary of the Effective Date and completed by the fourth annual anniversary date of the Effective Date.

10.3 Except as set forth in Sections 10.4 and 10.5 below, the Common Good Fund shall be used to benefit the health and welfare of retired players of the NHL. The NHL shall retain sole discretion as to how to allocate the Common Good Fund consistent with the intent of this section and after good faith consultation with Co-Lead Plaintiffs' Counsel. It is the intent of the Parties that the Common Good Fund shall be used to create additional benefits for retired professional ice hockey players of the NHL and is not to be used to pay for or satisfy existing benefits. Acceptable uses of the Common Good Fund include additional funding of the Senior Player Pension Benefit, the Emergency Assistance Fund, the Substance Abuse and Behavioral Health Program, or similar endeavor(s) to benefit the health and welfare of retired players of the NHL.

10.4 Notwithstanding any other provision to the contrary, to the extent the Administrative Expenses under this Agreement exceed \$750,000.00, the excess amount shall be paid from the Common Good Fund when payable and without regard to the payment status of approved claims from the Additional Payment Fund. To the extent the Administrative Expenses are less than \$750,000.00, the excess amount shall be utilized as set forth in Section 2.7.

10.5 No amounts in the Common Good Fund will be committed by the NHL or disbursed by the Claims Administrator pursuant to a direction by the NHL under the Agreement until after: (i) all approved claims of Qualifying Testing Participants to the Additional Payment Fund are completed and paid, (ii) no remaining Administrative Expenses require payment from the Common Good Fund, and (iii) all Settling Additional Plaintiffs have been paid. In the event the Additional Payment Fund is exhausted before all approved claims of Qualifying Testing Participants to the Additional Payment Fund are paid, the Common Good Fund will immediately be used to further fund the Additional Payment Fund until all approved claims of Qualifying Testing Participants to the Additional Payment Fund are paid or the Common Good Fund is exhausted, whichever occurs first. In the event the Common Good Fund is exhausted, neither the NHL nor any Released Person shall have any other or further financial liability or funding obligation.

10.6 If following the Execution Date but before the Effective Date, Settling Plaintiffs' Counsel are retained for the first time by new clients not listed on Exhibits A or C, who are former professional ice hockey players, in connection with Alleged Injuries, Conditions,

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and Risks (“Additional Plaintiffs”), the Additional Plaintiffs shall become subject to this Settlement Agreement, have an opportunity to become a Settling Additional Plaintiff and participate in the Testing and possibly qualify for a payment from the Additional Payment Fund, and qualify for an Individual Settlement Award, subject to the following limitations:

- (a) All Additional Plaintiffs of all Settling Plaintiffs’ Counsel must be listed on a new Exhibit I to the Settlement Agreement and Settling Plaintiffs’ Counsel must represent that all Additional Plaintiffs are listed on Exhibit I;
- (b) Settling Plaintiffs’ Counsel must submit Exhibit I to the NHL and the Claims Administrator pursuant to the Notice provisions of this Agreement seventy-five (75) days after the Execution Date and update it in accordance with Section 3.4;
- (c) All Additional Plaintiffs must properly complete, validly execute, and timely submit the required Plaintiff / Unfiled Claimant Releases and Stipulations of Dismissal, if applicable, to the Claims Administrator prior to the Effective Date;
- (d) Each Additional Plaintiff identified on Exhibit I who timely supplies the required Release shall be a Settling Additional Plaintiff and will receive an Individual Settlement Amount, subject to the provision on Liens and the following:
 1. The Individual Settlement Amounts paid to Settling Additional Plaintiffs shall not increase the Settlement Amount, but shall be funded from the Common Good Fund subject only to the priority for the payment of Administrative Expenses, and
 2. In the event the Common Good Fund will be exhausted before paying all Settling Additional Plaintiffs an Individual Settlement Amount, the Individual Settlement Amount for all Settling Additional Plaintiffs shall be reduced on a pro rata basis sufficient for all Settling Additional Plaintiffs to receive the same reduced settlement payment.
- (e) Except as set forth in Section 10.6 (a), (b), (c) and (d), all other provisions of this Agreement, including the provisions of Sections 6.3 and 6.4, shall apply to the Additional Plaintiffs listed on Exhibit I as if they had been included on Exhibit A as of the Execution Date.

10.7 The Claims Administrator shall periodically report to the NHL and Co-Lead Plaintiffs’ Counsel on the status of the Additional Payment Fund, the amount of pending approved claims, whether the Additional Payment Fund will require funding from the Common Good Fund, and the status of the Administrative Expenses Fund. No health information, testing results, or testing data shall be part of these reports.

10.8 The NHL will report on the use of the Common Good Fund to Co-Lead Plaintiffs’ Counsel periodically and if reasonably requested.

11. SETTLING PLAINTIFFS' COUNSELS' FEES AND LITIGATION COSTS AND EXPENSES

11.1 The NHL or any other Released Person shall not have any obligation or responsibility whatsoever for the payment of attorney's fees and litigation costs and expenses relating to Settling Plaintiffs, Settling Unfiled Claimants, or Settling Additional Plaintiffs other than the amount allocated from the Settlement Amount pursuant to Section 2.6, which amount was negotiated separately from and after the negotiation of all other amounts set forth in this Agreement.

11.2 Provided the Effective Date is reached and in accordance with the provisions of Sections 4.4 and 8.4, the payment of the Attorneys' Fees and Costs may be disbursed from the Escrow Account by the Claims Administrator and charged against the Settlement Amount as set forth in Section 2.6.

11.3 The National Hockey League's payment obligation to Settling Plaintiffs' Counsel under this Agreement is fully satisfied and extinguished upon completion of the deposit by the NHL of the Settlement Amount into the Escrow Account pursuant to the terms of this Agreement.

11.4 Any dispute in relation to any allocation or division of Attorneys' Fees and Costs shall in no way affect the validity of this Agreement, any Release executed by a Settling Person, or any Stipulation of Dismissal executed by a Settling Plaintiffs' Counsel.

11.5 The NHL and other Released Persons take no position regarding, and have no responsibility or liability for, the allocation of the Attorneys' Fees and Costs other than as specified in this Agreement.

12. SUBROGATION CLAIMS AND LIENS

12.1 In acknowledgement of the MMSEA, the Parties acknowledge and agree that in reaching this Agreement, the Parties have considered the statutory interest of CMS in recovering conditional payments made for medical treatment that resulted directly from the Alleged Injuries, Conditions, and Risks.

12.2 The Lien Administrator, in conjunction with Co-Lead Plaintiffs' Counsel, shall develop a process to identify and satisfy any Liens. The Lien Administrator shall work in conjunction with the Claims Administrator as necessary.

12.3 Settling Plaintiffs' Counsel and Settling Plaintiffs, Settling Unfiled Claimants, and Settling Additional Plaintiffs agree to cooperate fully with the Lien Administrator and the NHL by executing any and all documents and providing such additional information or authorizations as may be required to comply with any mandatory Medicare reporting requirements of Section 111 of the MMSEA or reporting requirement of any other Governmental Authority. Further, the Parties acknowledge and agree that the confidentiality provisions of this Agreement do not bar the Claims Administrator and/or the Lien Administrator, any Settling Plaintiffs' Counsel, any Settling Plaintiffs, any Settling Unfiled Claimants, any Settling

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Additional Plaintiffs, or the NHL and its counsel from learning the amount of any Settlement Payments issued pursuant to this Agreement and/or reporting the information required to be disclosed to (i) CMS, or (ii) any other Governmental Authority.

12.4 Except as provided in this Agreement, the NHL, any Member Club, or any other Released Person is not responsible for Liens or subrogation claims against settlement payments or the costs and expenses incurred in resolving any such Liens or subrogation claims against settlement payments.

12.5 Each Settling Plaintiff, Settling Unfiled Claimant, and Settling Additional Plaintiff will indemnify, defend, and hold harmless the NHL and any Released Persons from any and all Claims brought by any and all of each of the respective spouses, former spouses, dependents or heirs, known and unknown, of such Settling Person, including claims of any minor heirs who might bring any action upon attaining the age of majority.

13. NO ADMISSION OF LIABILITY

13.1 Neither this Agreement nor any exhibit, document or instrument delivered hereunder nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Agreement is intended to be or shall be construed as or deemed to be evidence of an admission or concession by the NHL or any Released Persons of any fault, liability, wrongdoing, fact or medical issue, or damages or of the truth of any allegations asserted by any Plaintiff or Unfiled Claimant against them, or as an admission by any Plaintiffs, Unfiled Claimants, Additional Plaintiffs, or Plaintiffs' Counsel of any lack of merit to their Claims.

13.2 None of the Plaintiffs, Unfiled Claimants, Additional Plaintiffs, Plaintiffs' Counsel, NHL, or other Released Person shall seek to introduce and/or offer this Agreement nor any exhibit, document or instrument delivered hereunder nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Agreement, or otherwise rely on the terms of this Agreement, in any judicial proceeding, except insofar as it is necessary to enforce the terms of this Agreement (or in connection with the determination or resolution of any income tax Liability of a Party or any governmental Lien). If a Person seeks to introduce and/or offer any of the matters described herein in any proceeding against any of the Parties or any Released Person, in addition to any other available remedies, the restrictions of this Section shall not be applicable to the Parties or Released Person against whom the matters described herein were sought to be introduced or offered with respect to that Person.

13.3 Nothing in this Section 13 applies to: (i) any action taken to submit the Agreement and related Release into evidence in any legal proceeding, or otherwise to file the Agreement and related Release in court in order to enforce them in any manner, or (ii) any other action by any Released Person in relation to any Release or Stipulation of Dismissal that is provided to the NHL in accordance with the terms of this Agreement.

14. OTHER REPRESENTATIONS OF PLAINTIFFS' COUNSEL AND SETTLING PLAINTIFFS' COUNSEL

14.1 Plaintiffs' Counsel, and all Settling Plaintiffs' Counsel, represent and warrant that they are not aware of any other Persons, other than as identified in the information provided pursuant to the Release, who either have acquired the rights or will acquire any or all rights of Settling Plaintiffs, Settling Unfiled Claimants, or Settling Additional Plaintiffs to proceed against any of the Released Persons as defined in the Release, arising out of or relating to the Released Claims and Liabilities.

14.2 Although nothing in this Agreement is intended to operate as a "restriction" on the right of the Plaintiffs' Counsel or Settling Plaintiffs' Counsel to practice law within the meaning of the Rules of Professional Conduct, and consistent with their ethical obligations, Plaintiffs' Counsel and Settling Plaintiffs' Counsel represent and warrant that they have no present intent to: (i) advertise for, solicit, seek to, or represent or have an Interest in new clients either themselves or in combination with any other lawyer or law firm in the United States or Canada for the purpose of bringing any claims against the NHL, or any other Released Person, arising from or relating to any Alleged Injuries, Conditions, and Risks; and (ii) share in any fee in connection with a Claim involving any Alleged Injuries, Conditions, and Risks, except as contemplated in this Agreement; or (iii) except as required by a court, provide support (financial or otherwise) or assistance to any other attorney, plaintiff, claimant, fact witness, or expert witness in connection with a Claim involving Alleged Injuries, Conditions, and Risks. Notwithstanding anything to the contrary above, if the Effective Date is reached, this section will not apply to any Plaintiffs' Counsel's representation of a non-settling Person.

14.3 Plaintiffs' Counsel and Settling Plaintiffs' Counsel agree that within five (5) Business Days of the Execution Date, they will have removed, dismantled, or discontinued all public statements and publicly available information within their control that seeks to solicit new clients to pursue claims related to any Alleged Injuries, Conditions, and Risks, or to disseminate information about any Alleged Injuries, Conditions, and Risks, in any medium, including television, billboards, websites, blogs, internet ads or pop-ups, newspapers, magazines, Facebook, Twitter or other social media outlets, except this Agreement.

14.4 As of the Execution Date, Plaintiffs' Counsel and Settling Plaintiffs' Counsel represent and warrant that all Counsel who appeared for a Plaintiff on a complaint in the Litigation and/or who have an Interest in the claim of any Plaintiff, Unfiled Claimant or Additional Plaintiff listed in Exhibits A, C, and I to the Settlement Agreement have agreed or are expected to agree to be bound by the terms of this Settlement Agreement.

15. CONFIDENTIALITY; LITIGATION MATERIALS

15.1 The Parties and their counsel, understand, acknowledge, and agree that the negotiations, the negotiating positions of the Parties, and the materials and information exchanged as part of the negotiations of this Agreement, including any interim drafts of this Agreement and its exhibits, as contemplated by Federal Rule of Evidence 408 and any equivalent code or common law rule of evidence of any state, are to be kept strictly confidential and are not to be disclosed by the Parties or Plaintiffs, Unfiled Claimants, Additional Plaintiffs and their

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Counsel, except as required by law, ethical obligations or as hereinafter set forth, to any Person, including legal trade journals, reporting services, the press or media, internal newsletters, law firm marketing materials, web sites, blogs, chat rooms, social media, and/or on any posting on the Internet, and they shall not take any action or inaction calculated to lead to such a revelation or disclosure by another.

15.2 The Parties will issue the statement attached as Exhibit J five (5) days after the Execution Date. Once the statement has been issued, any Party may make available to the public a copy of this entire Agreement, by print or electronic means.

15.3 The Settlement Amount and aggregate amounts described in Section 2.6 are not subject to the confidentiality requirements of this Section 15. However, the amount of the Settlement Payments made to each individual Settling Person, the individual allocations of Attorney's Fees and Costs, and the personal information submitted by the Settling Persons and Settling Plaintiffs' Counsel pursuant to this Agreement (e.g., social security number and addresses) are subject to the confidentiality requirements of this Section 15 and shall remain confidential and may not be disclosed by the Parties, their Counsel or the Claims Administrator and/or Lien Administrator beyond the disclosures permitted as set forth in this Agreement and/or which may be: (i) required to give notice to CMS or other Governmental Authority, (ii) required for business or insurance purposes, or (iii) otherwise required by law or ethical obligations.

15.4 Notwithstanding anything in this Section 15 to the contrary, the NHL, the NHL's counsel, Settling Plaintiffs, Settling Unfiled Claimants, Settling Additional Plaintiffs, Settling Plaintiffs' Counsel, the Claims Administrator and Lien Administrator may make disclosures of individual Settlement Payments necessary to resolve any outstanding Liens, for insurance purposes, or as otherwise required by law or ethical obligations, such as in obtaining court approval of a settlement in order for the Release to bind a minor or incompetent or for informed consent purposes or fulfilling MMSEA reporting requirements. If any Settling Person, Settling Plaintiffs' Counsel, or Party receives notice of a legal proceeding in which the court requests and/or orders the disclosure of any confidential matter covered by this Agreement, notice shall be given to the other Parties forthwith and the ones giving notice shall make a motion themselves if necessary given time constraints, and to not oppose any motion by any other Party, seeking a Protective Order to protect the confidentiality of such confidential matters under this Agreement.

15.5 Absent a court order to the contrary, Co-Lead Plaintiffs' Counsel and Settling Plaintiffs' Counsel agree not to disclose to any Person any or all materials (including attorney work product, documents, derivations, notes, summaries, compilations, copies, videotapes, CD-ROMS, DVDs, deposition or other transcripts in any form, exhibits, electronic files or images, databases, or any other record) that contain or reflect information, or the contents of information, produced or disclosed by the NHL or any Released Persons during discovery or otherwise obtained by Settling Plaintiffs' Counsel from other sources, whether or not such material was designated Confidential or trade secret, including any of the foregoing that any Settling Plaintiffs' Counsel has provided to third parties such as experts. Notwithstanding anything to the contrary above, if the Effective Date is reached, this section does not apply to any Plaintiffs' Counsel's representation of a non-settling Person.

Further Permitted Uses of Confidential Information

15.6 Any personal records or other personal information provided in connection with this Agreement shall be kept confidential by the Parties, their Counsel and the Claims Administrator and/or Lien Administrator, and shall not be disclosed except: (i) to appropriate Persons to the extent necessary to process or provide the monetary awards, if any, or satisfy reporting requirements with respect to Liens, and/or resolve Liens under this Agreement, (ii) as otherwise expressly provided in this Agreement, (iii) as may be required by law, listing, or insurance agreements, (iv) as may be necessary to obtain court approval where such approval is necessary, (v) as may be reasonably necessary in order to enforce, or exercise any Released Person's rights under or with respect to any Releases and Stipulations of Dismissal With Prejudice, (vi) as may be necessary to fulfill ethical and/or informed consent requirements, or (vii) to the immediate family members, Counsel, accountants and/or financial advisors of such Settling Person (each of whom shall be instructed by such Settling Person, upon such disclosure, to maintain and honor the confidentiality of such information).

Litigation Materials

15.7 Absent a court order to the contrary or as required by ethical requirements, malpractice insurance, or other applicable law, within thirty (30) Business Days following the Effective Date, Co-Lead Plaintiffs' Counsel and Settling Plaintiffs' Counsel will: (i) destroy or return to counsel for the NHL all materials of any kind whatsoever and in whatever format provided in response to Federal Rules of Civil Procedure ("FRCP") Rule 34 or Rule 45 document production requests in the Litigation and, except for attorney work product, any compilations or databases, in whatever form, containing the materials or summaries or analyses of the materials, including, but not limited to, any of the foregoing that any Co-Lead Plaintiffs' Counsel, or any Settling Plaintiffs' Counsel, has provided to third parties, such as, without limitation, experts, with no copies of said materials being retained by any Settling Plaintiff or Settling Plaintiffs' Counsel, or such third parties, and (ii) provide to counsel for the NHL a written representation from each of the Settling Plaintiffs' Counsel confirming that they have complied with the terms of the preceding clause. With respect to any materials provided to experts or other third parties, the Co-Lead Plaintiffs' Counsel and Settling Plaintiffs' Counsel shall make best efforts to obtain the return of all materials of any kind whatsoever and in whatever format provided in response to Federal Rules of Civil Procedure Rule 34 or 45 document production requests and, except for attorney work product, any summaries or analyses of such materials created by or at the direction of such experts or other third parties in whatever format they may have been created or maintained. In the event of an expert's or other third party's failure despite such best efforts to return such materials, the Co-Lead Plaintiffs' Counsel and Settling Plaintiffs' Counsel shall notify the NHL in writing of the identity and address of the expert or other third party, as well as all efforts undertaken to obtain return of the materials, and a complete list of the materials in the possession of the expert. If any Settling Plaintiff, Settling Unfiled Claimant, Settling Additional Plaintiff, Co-Lead Plaintiffs' Counsel, or Settling Plaintiffs' Counsel learns of any additional materials subject to this Section after the representation is provided, they shall promptly destroy or return them to counsel for the NHL and shall so advise the NHL in writing. Notwithstanding anything to the contrary above, if the Effective Date is reached, this section will not apply to any Settling Plaintiffs' Counsel's

representation of a non-settling Person in connection with Alleged Injuries, Conditions, and Risks until thirty (30) Business Days following the termination of that representation.

16. NOTICE

16.1 Any notice, request, instruction or other document to be given by the NHL to Plaintiffs, Plaintiffs' Counsel, Settling Plaintiffs, Settling Plaintiffs' Counsel, Co-Lead Plaintiffs' Counsel, the PLC, the PEC, or the Claims Administrator, or to be given by any Person to the NHL under this Agreement, shall be in writing and delivered by U.S. mail, overnight delivery, facsimile or electronic mail, as follows, or as otherwise instructed by a notice delivered to the other Party pursuant to this subsection.

(a) If to the NHL:

John Beisner, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue
Washington, DC 20005
Fax: 202-661-8301
email: John.Beisner@skadden.com

With a Copy To:

Shepard Goldfein, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
4 Times Square
New York, NY 10036
Fax: 212-735-2000
email: Shepard.Goldfein@skadden.com

And a Copy To:

Matthew M. Martino, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
4 Times Square
New York, NY 10036
Fax: 212-735-2000
email: Matthew.Martino@skadden.com

(b) If to the Plaintiffs, Plaintiffs' Counsel, PLC, PEC, Settling Plaintiffs, Settling Plaintiffs' Counsel, and Co-Lead Plaintiffs' Counsel, notice is to be sent to Co-Lead Plaintiffs' Counsel for their knowledge and for further distribution and forwarding to Plaintiffs' Counsel by them:

NHL/NHL RETIRED PLAYER SETTLEMENT AGREEMENT

Stuart A. Davidson
Robbins Geller Rudman & Dowd, LLP
120 East Palmetto Park Road, Suite 500
Boca Raton, FL 33432
Fax: 561-750-3364
email: sdavidson@rgrdlaw.com

With a Copy To:

Stephen G. Grygiel
Silverman Thompson Slutkin & White, LLC
201 North Charles Street, Suite 2600
Baltimore, MD 21201
Fax: 410-547-2432
email: sgrygiel@mdattorney.com

And a Copy To:

Charles S. Zimmerman
Zimmerman Reed LLP
1100 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Fax: 612-341-0844
email: charles.zimmerman@zimmreed.com

- (c) The contact information for the Claims Administrator, Lien Administrator, and Judge Keyes for any notices under this Agreement shall be provided when available by means of this Notice provision.

16.2 Any such notice, request, instruction or other document shall be deemed to have been given as of: (i) the date so transmitted by facsimile or electronic mail, (ii) on the next Business Day when sent by Federal Express, or (iii) five (5) Business Days after the date so mailed, provided that if any such date on which any such notice or other communication shall be deemed to have been given is not a Business Day, then such notice or other communication shall be deemed to have been given as of the next following Business Day.

Receipt of Documentation

16.3 Any form or other documentation required to be served or submitted under this Agreement shall be deemed timely: (i) if delivered by mail (and not required to be delivered in some other fashion), if postmarked (or, in the absence of a postmark or if such postmark is illegible, if received) on or before the date by which it is required to be submitted under this Agreement, (ii) if delivered (and expressly permitted or required to be delivered) by electronic mail, when it is capable of being accessed from such electronic mail address, or (iii) by other means expressly permitted by the Testing Administrator or Claims Administrator and/or

Lien Administrator upon receipt by the Testing Administrator or Claims Administrator and/or Lien Administrator.

17. DISPUTE RESOLUTION

Any dispute or disagreement that arises under or otherwise in connection with this Agreement shall be submitted to Judge Keyes whose decision shall be final, binding and Non-Appealable. If any such dispute is brought to Judge Keyes, each Party and Settling Plaintiffs' Counsel who has a stake shall have fifteen (15) Business Days (or as Judge Keyes shall otherwise order) to submit papers and supporting evidence and to be heard on oral argument if Judge Keyes desires oral argument. Each Party will bear its own costs in connection with the dispute resolution. The fees and costs of Judge Keyes shall constitute an Administrative Expense under the Agreement.

18. MISCELLANEOUS

Tax Matters

18.1 Settling Plaintiffs, Settling Unfiled Claimants, Settling Additional Plaintiffs and Settling Plaintiffs' Counsel are responsible for the tax treatment of, or any taxes that may be due on, or tax filings related to, the Escrow Account, any payments or benefits received by Settling Plaintiffs, Settling Unfiled Claimants, Settling Additional Plaintiffs or Settling Plaintiffs' Counsel or others pursuant to this Agreement, the amounts for such taxes and expenses are an Administrative Expense under the Agreement and will be paid from the Administrative Expenses Funds identified in Sections 2.6, 2.7, and 10.4.

Governing Law

18.2 This Agreement shall be governed by and construed in accordance with the law of the State of New York without regard to any choice-of-law rules that would require the application of the law of another jurisdiction.

Waiver of Inconsistent Provisions of Law; Severability

18.3 To the extent permitted by applicable law and ethical requirements, each Party and each Settling Plaintiff, Settling Unfiled Claimant and Settling Additional Plaintiff waives any provision of law (including the common law), which renders any provision of this Agreement or Release invalid, illegal, or unenforceable in any respect.

18.4 In any event, upon any such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible to the extent permitted by applicable law and ethical requirements.

Facsimile Signatures

18.5 This Agreement and any amendments thereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe

Acrobat PDF file format), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

Construction

18.6 With regard to each and every term and condition of this Agreement, the Parties hereto understand and agree that the same have or has been mutually negotiated, prepared and drafted, and if at any time the parties thereto desire or are required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration shall be given to the issue of which party thereto actually prepared, drafted or requested any term or condition thereof.

Headings; References

18.7 The headings of the Table of Contents, Sections, and/or sub-sections contained herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Any reference to an Exhibit shall be deemed to refer to the applicable Exhibit attached hereto. The words “include” and “including” and words of similar import when used in this Agreement or any Exhibit hereto are not limiting and shall be construed to be followed by the words “but not limited to,” whether or not they are in fact followed by such words. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms. Words of any gender (masculine, feminine, neuter) mean and include correlative words of the other genders. As used herein or in any Exhibit hereto, the term “dollars” or “Dollars” and the symbol “\$”, shall mean United States dollars. References herein to instruments or documents being delivered or submitted “by” any Person include (whether or not so specified) delivery or submission of the same on behalf of such Person by his Counsel whether or not so specified, provided that if any particular instrument or document is required herein to be executed by a particular Person, it must (unless otherwise expressly specified herein) be so executed by such Person. References herein to any particular Section shall be deemed to refer to any and all sub-Sections of such Section and any and all sub-sub-Sections of such sub-Sections, and so on. For example, a reference to Section 7 is a reference to all provisions and subsections beginning with a 7, such as 7.1, 7.2, 7.3 and so on.

No Third Party Beneficiaries; Assignment

18.8 No provision of this Agreement is intended to create any third-party beneficiary to this Agreement except for Settling Plaintiffs, Settling Unfiled Claimants, Settling Additional Plaintiffs, and the Released Persons and their respective successors and assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and the Released Persons and their respective successors and permitted assigns; provided, however, that neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by the Settling Plaintiffs, Settling Unfiled Claimants, Settling Additional Plaintiffs, Plaintiffs’ Counsel or Settling Plaintiffs’ Counsel without the prior written consent of the NHL. No right in the Claims or right to release the Claims may be assigned by any Plaintiff, Unfiled Claimant, or Additional Plaintiff without the prior written consent of the

NHL/NHL RETIRED PLAYER SETTLEMENT AGREEMENT

NHL. Any assignment in violation of this Section shall be null and void *ab initio*. Either Party shall have the right to seek to avoid the effect of any such assignment made in violation of this section in proceedings before the Court or other appropriate court.

Amendments; No Implied Waiver

18.9 This Agreement may be amended by (and only by) an instrument signed by the NHL, on the one hand, and Plaintiffs' Counsel, on the other hand. Except where a specific period for action or inaction is provided herein, no failure on the part of a Party to exercise, and no delay on the part of either Party in exercising, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of either Party of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other right, power or privilege; nor shall any waiver on the part of a Party, on any particular occasion or in any particular instance, of any particular right, power or privilege operate as a waiver of such right, power or privilege on any other occasion or in any other instance.

Counterparts

18.10 This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties hereto. Counsel for any Party shall be authorized to assemble a composite counterpart which shall consist of one copy of each page, except the signature pages, together with multiple counterpart signature pages executed on behalf of every party to this Settlement Agreement. The composite counterpart may then be used by any Party for all purposes as the complete signed and executed Settlement Agreement among the Parties.

Further Assurances

18.11 The Parties shall take such reasonable actions consistent with the terms of this Agreement as may reasonably be requested by the other Party, and otherwise reasonably cooperate with the other Party in a manner consistent with the terms of this Agreement as reasonably requested by such other Party, and each Settling Plaintiffs' Counsel shall take such reasonable actions consistent with the terms of this Agreement as may reasonably be requested and otherwise reasonably cooperate in a manner consistent with the terms of this Agreement as reasonably requested and as may be reasonably necessary in order to further and effectuate the intent, terms, and purposes of this Agreement.

Entire Agreement

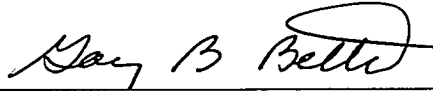
18.12 This Agreement contains the entire agreement between the Plaintiffs' Counsel (and Settling Plaintiffs' Counsel) and the NHL with respect to the subject matter hereof and supersedes and cancels all previous agreements, negotiations, and commitments in writing between the Parties hereto with respect to the subject matter hereof.

NHL/NHL RETIRED PLAYER SETTLEMENT AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below.

Dated: NOVEMBER 6, 2018

The National Hockey League and its Board of
Governors, by authorized representative:

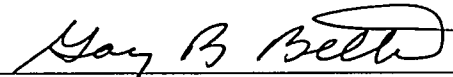


Name: GARY B. BETTMAN

Title: COMMISSIONER

Dated: NOVEMBER 6, 2018

NHL Enterprises, Inc., by authorized representative:



Name: GARY B. BETTMAN

Title: Chairman + CEO

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NHL/NHL RETIRED PLAYER SETTLEMENT AGREEMENT

PLAINTIFFS' COUNSEL

Dated: 11/5, 2018



Charles S. Zimmerman
Brian Gudmundson
David M. Cialkowski
Hart L. Robinovitch
Bradley C. Buhrow
Zimmerman Reed LLP
On behalf of the Firm and its attorneys listed
*Counsel for Certain Plaintiffs
and/or Unfiled Claimants*

Dated: _____, 2018

Stephen G. Grygiel
William Sinclair
Andrew G. Slutkin
Andrew C. White
Steven D. Silverman
Joseph F. Murphy Jr.
Silverman Thompson Slutkin & White, LLC
On behalf of the Firm and its attorneys listed
*Counsel for Certain Plaintiffs
and/or Unfiled Claimants*

Dated: _____, 2018

Shawn M. Raiter
Larson King LLP
On behalf of the Firm and its attorneys listed
*Counsel for Certain Plaintiffs
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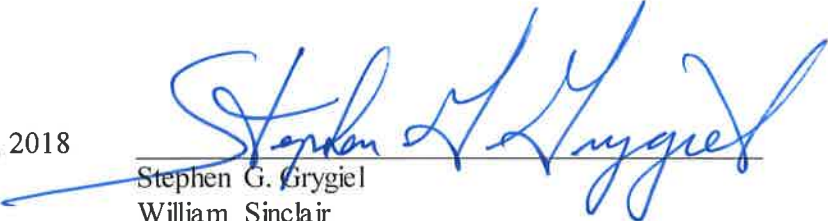
NHL/NHL RETIRED PLAYER SETTLEMENT AGREEMENT

PLAINTIFFS' COUNSEL

Dated: _____, 2018

Charles S. Zimmerman
Brian Gudmundson
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On behalf of the Firm and its attorneys listed
*Counsel for Certain Plaintiffs
and/or Unfiled Claimants*

Dated: NOVEMBER 5, 2018



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*Counsel for Certain Plaintiffs
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Dated: _____, 2018

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NHL/NHL RETIRED PLAYER SETTLEMENT AGREEMENT

PLAINTIFFS' COUNSEL

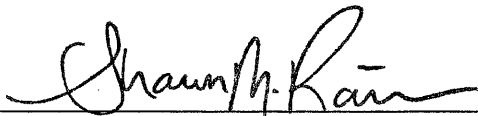
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NHL/NHL RETIRED PLAYER SETTLEMENT AGREEMENT

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Stuart A. Davidson
Mark J. Dearman
Kathleen B. Douglas
Robbins Geller Rudman & Dowd LLP
On behalf of the Firm and its attorneys listed
*Counsel for Certain Plaintiffs
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Dated: _____, 2018

Lewis A. Remele
Jeffrey D. Klobucar
J. Scott Andresen
Bassord Remele
On behalf of the Firm and its attorneys listed
*Counsel for Certain Plaintiffs
and/or Unfiled Claimants*

Dated: _____, 2018

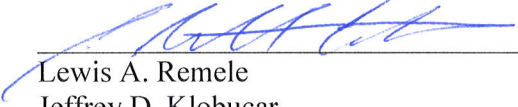
Daniel E. Gustafson
David A. Goodwin
Joshua J. Rissman
Gustafson Gluek, PLLC
On behalf of the Firm and its attorneys listed
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NHL/NHL RETIRED PLAYER SETTLEMENT AGREEMENT

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Robbins Geller Rudman & Dowd LLP
On behalf of the Firm and its attorneys listed
*Counsel for Certain Plaintiffs
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Dated: Nov. 6, 2018



Lewis A. Remele
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On behalf of the Firm and its attorneys listed
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On behalf of the Firm and its attorneys listed
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Lewis A. Remele
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Bassord Remele
On behalf of the Firm and its attorneys listed
*Counsel for Certain Plaintiffs
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Dated: 11/6, 2018



Daniel E. Gustafson
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Joshua J. Rissman
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On behalf of the Firm and its attorneys listed
*Counsel for Certain Plaintiffs
and/or Unfiled Claimants*

NHL/NHL RETIRED PLAYER SETTLEMENT AGREEMENT

Dated: Nov. 5, 2018



Robert K. Shelquist
Joseph W. Bruckner
Rebecca A. Peterson
Lockridge, Grindal, Nauen PLLP
On behalf of the Firm and its attorneys listed
*Counsel for Certain Plaintiffs
and/or Unfiled Claimants*

Dated: _____, 2018

Vincent J. Esades
James W. Anderson
Heins, Mills & Olsen PLC
On behalf of the Firm and its attorneys listed
*Counsel for Certain Plaintiffs
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NHL/NHL RETIRED PLAYER SETTLEMENT AGREEMENT

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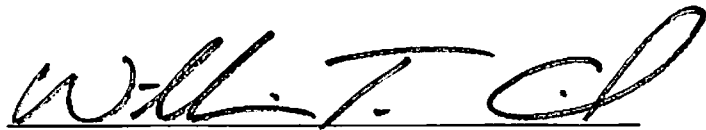


Vincent J. Esades
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NHL/NHL RETIRED PLAYER SETTLEMENT AGREEMENT

Dated: Nov. 6, 2018



Thomas Demetrio
William T. Gibbs
~~Katelyn D. Geoffron~~
Corboy & Demetrio
On behalf of the Firm and its attorneys listed
*Counsel for Certain Plaintiffs
and/or Unfiled Claimants*

(WTG)

Dated: _____, 2018

Michael R. Cashman
Richard M. Hagstrom
Hellmuth & Johnson PLLC
On behalf of the Firm and its attorneys listed
*Counsel for Certain Plaintiffs
and/or Unfiled Claimants*

Dated: _____, 2018


Thomas J. Byrne
Mel Owens
Namanny, Byrne & Owens, APC
On behalf of the Firm and its attorneys listed
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NHL/NHL RETIRED PLAYER SETTLEMENT AGREEMENT

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William T. Gibbs
Katelyn D. Geoffrion
Corboy & Demetrio
On behalf of the Firm and its attorneys listed
*Counsel for Certain Plaintiffs
and/or Unfiled Claimants*

Dated: 11/16, 2018



Michael R. Cashman
Richard M. Hagstrom
Hellmuth & Johnson PLLC
On behalf of the Firm and its attorneys listed
*Counsel for Certain Plaintiffs
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Dated: _____, 2018

Thomas J. Byrne
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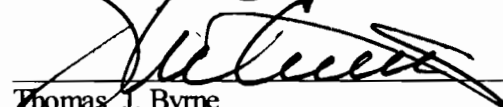
Dated: _____, 2018

Thomas Demetrio
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Dated: _____, 2018

Michael R. Cashman
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Dated: Nov, 5, 2018

Thomas J. Byrne
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NHL/NHL RETIRED PLAYER SETTLEMENT AGREEMENT

Dated: November 5, 2018



Brian D. Penny
Mark S. Goldman
Goldman, Scarlato & Penny PC
On behalf of the Firm and its attorneys listed
*Counsel for Certain Plaintiffs
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Dated: _____, 2018

Charles J. LaDuca
Michael J. Flannery
Cuneo Gilbert & LaDuca LLP
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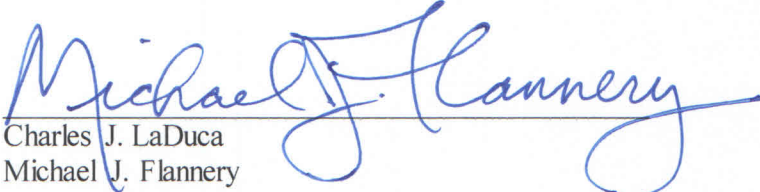
Jeffrey D. Bores
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Dated: November 5, 2018



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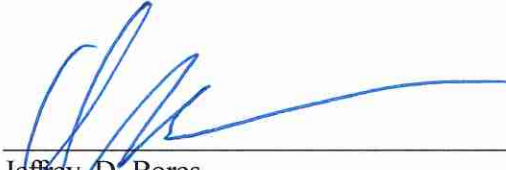
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