

**SETTLEMENT AGREEMENT AND RELEASE**

The parties to this agreement, Edmundson Foundation, Inc d/b/a the Des Moines Art Center (hereinafter “the Art Center”), and Mary Miss (hereinafter “Miss”) wish to resolve their differences and enter into a binding Settlement Agreement and Release (hereinafter “Agreement”) as described herein.

To settle all differences, Miss agrees that she will release and dismiss all claims against the Art Center and the other released parties, as defined below, with prejudice and agree to other terms and conditions described in this Agreement, in exchange for the Art Center’s total payment of Nine Hundred Thousand Dollars (\$900,000).

In exchange for this Agreement, Miss releases any and all claims and causes of action that she may have or claim to have against the Art Center, any of its parent companies or subsidiaries, and any of their predecessors, successors and assigns, affiliated entities, portion thereof, to any other person or entity.

The parties further understand and agree:

1. This Agreement covers all injuries and damages that may hereafter appear or develop, and is binding on Miss and all others claiming by or through her.
2. The conditions recited in this Agreement constitute the full and final consideration for any potential claims against the Released Parties, and no other consideration has been made by anyone.
3. This Agreement and the above-recited terms constitute the entire agreement on the part of any person or entity.

4. This release is executed solely in reliance upon the parties' own knowledge, belief, and judgment and not upon any representations made by the parties to this agreement or others on their behalf.
5. Upon receiving the Settlement Payment and before cashing the check for the Settlement Amount, the parties will (1) file a joint motion requesting that the temporary injunction issued by District Judge Stephen Locher on May 3, 2024 be lifted, and (2) file a stipulation dismissing the Lawsuit with prejudice.
6. Miss agrees to never file a lawsuit asserting any claims that are released by this Agreement.
7. The Art Center will pay a total of Nine Hundred Thousand Dollars (\$900,000) (the "Settlement Amount"), within fourteen (14) days of execution of this Agreement and delivery of a W-9. The Settlement Amount shall be a check payable to the Wandro, Kanne & Lalor, P.C. Trust Account

such claims would be released pursuant to this Agreement. Miss understands that this representation is a material inducement for this Agreement. Based upon this representation, the Art Center agrees to settle this matter.

11. The parties agree to mutual non-disparagement as part of this Agreement and shall refrain from making disparaging comments regarding one another. This mutual non-disparagement agreement is expressly meant to protect individuals as well as entities.
12. **Public Statement.** Within five (5) business days from the Effective Date, the Art Center shall issue a press release acknowledging the settlement agreement, a copy of which is attached to this Settlement Agreement as Exhibit A. Miss and the Art Center shall adhere to the messaging set forth in such press release. The parties acknowledge the Art Center may have to issue additional press releases regarding the removal of the *Double Site* (e.g., related to timing, access to Greenwood Park, etc.) Any such additional press release that states a reason for the removal of the Double Site shall only state that the Double Site is being removed pursuant to the settlement agreement. The Art Center shall adhere to this messaging if asked any similar questions on the topic of removal by third parties or the media.
13. Miss acknowledges that she was advised to and did consult her attorney prior to signing this Agreement. The Art Center consulted its attorneys.
14. This document constitutes the entire agreement and understanding between the parties and supersedes any prior agreements or understandings.
15. If any portion of this Agreement is found to be unenforceable, then Miss and the Art Center desire that all other portions that can be separated from it or appropriately limited in scope shall remain fully valid and enforceable.
16. Should the need arise to enforce any portion of this Agreement, both parties agree to pay any reasonable attorney fees incurred by the prevailing party.
17. This Agreement shall be governed by and construed in accord with the laws of the State of Iowa.
18. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. Facsimile and electronic signatures shall be recognized as originals.

**THAT WE HAVE READ THE FOREGOING AGREEMENT, AND UNDERSTAND ITS TERMS AND FREELY AND VOLUNTARILY SIGN THE SAME.**

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**CAUTION: THIS IS A RELEASE -- READ BEFORE SIGNING!**

Mary Miss

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Final Audit Report

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