

## SETTLEMENT AND RELEASE AGREEMENT

This full and final Settlement and Release Agreement (“Agreement”) is made and entered into by and between National Review, Inc. (“National Review”), and Michael E. Mann, Ph.D. (“Dr. Mann”) (collectively the “Parties” and individually as “Party”).

### WITNESSETH:

**WHEREAS**, on October 22, 2012, Dr. Mann filed a suit for defamation against National Review, Competitive Enterprise Institute, Rand Simberg, and Mark Steyn in the District of Columbia Superior Court alleging, as relevant to this Agreement, that articles posted on National Review’s website criticizing Dr. Mann’s climate research—and a response to Dr. Mann’s objections to those articles published by Rich Lowry, National Review’s Editor-in-Chief—constituted false, malicious, and defamatory statements against Dr. Mann;

**WHEREAS**, on July 10, 2013, Dr. Mann filed an amended complaint alleging that National Review committed libel per se (Counts I, III, IV, VII) and intentional infliction of emotional distress (Count VI);

**WHEREAS**, in July 2013, National Review moved to dismiss Dr. Mann’s claims based on the District of Columbia’s Anti-SLAPP Act, D.C. Code § 16-5501, *et seq.*, a motion that the Superior Court denied;

**WHEREAS**, in December 2016, the D.C. Court of Appeals reversed in part the Superior Court’s denial of National Review’s Anti-SLAPP motion, ruling in National Review’s favor on all claims except whether National Review could face a claim based on what Mr. Steyn posted on National Review’s online debate forum;

**WHEREAS**, on March 19, 2021, following extensive discovery, the Superior Court granted summary judgment in favor of National Review on the final remaining claim against it, which Dr. Mann is appealing, and all parties agreed to hold motions for attorneys’ fees and costs under the Anti-SLAPP Act’s fee-shifting provisions in abeyance until final judgment was entered in the case;

**WHEREAS**, on February 8, 2024, the jury awarded a verdict for Dr. Mann finding that Mr. Steyn’s July 15, 2012, article posted on National Review’s website was false, defamatory, and made with actual malice, which verdict is now pending on appeal by Mr. Steyn.

**WHEREAS**, in March 2024, following final judgment and based on its successful Anti-SLAPP motion, National Review moved the Superior Court for attorneys’ fees and costs and, on May 3, 2024, National Review filed a supplemental motion for “fees on fees” to recover the cost of litigating the fee motion, and Dr. Mann timely responded to those motions;

**WHEREAS**, on January 7, 2025, the Superior Court granted in part National Review’s motion for attorneys’ fees and costs as well as its supplemental motion and ordered Dr. Mann to pay National Review a total of \$530,820.21 in fees and costs, and Dr. Mann is now appealing that grant of fees and costs;

**WHEREAS**, Dr. Mann commits not to appeal any of his claims against National Review and not to bring any claim against National Review for any statements or conduct at issue in this lawsuit, or any other related statements or conduct prior to the date when this Agreement is fully executed;

**WHEREAS**, in exchange for Dr. Mann's commitments as set forth above, National Review commits to withdraw its claims for attorneys' fees and costs and will not seek to recover any of its fees or costs as assessed against Dr. Mann under the D.C. Anti-SLAPP Act in this case;

**WHEREAS**, the Parties do not intend for this Agreement to affect, in any way, any of the claims that Dr. Mann has asserted or may assert against Competitive Enterprise Institute, Rand Simberg, or Mark Steyn;

**NOW THEREFORE**, in full consideration of the foregoing and of the mutual agreements of the Parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, and intending to be legally bound, the Parties agree as follows:

**A. Definitions:**

1. "Agreement" shall mean this Settlement and Release Agreement.
2. "Attorneys' fees and costs" shall be defined as the money judgment that Dr. Mann was ordered to pay National Review in the Superior Court's January 7, 2025, order.
3. "Covered Conduct" shall mean: the publication by National Review or any of its employees, officers, directors, or agents, of articles and material criticizing or otherwise discussing Dr. Mann and his climate research; the conduct cited in Dr. Mann's October 2012 complaint and his July 2013 amended complaint; and all other conduct by National Review related to Dr. Mann or his climate research occurring prior to the date when this Agreement is fully executed.
4. "Parties" shall mean Dr. Mann and National Review as defined herein collectively. "Party" shall mean Dr. Mann and National Review as defined herein individually.
5. "Person" shall mean an individual, corporation, limited liability company, partnership, association, trust, any other legal entity or organization, and any State, Federal or local government or any government or quasi-governmental body or political subdivision or any agency, department, board or instrumentality thereof.
6. "Settled Claims" shall mean any and all causes of action, claims, suits, debts, accounts, promises, warranties, damages (consequential, extra-contractual, exemplary or punitive), agreements, costs, pre-judgment interest, post-judgment interest, attorneys' fees, expenses, claims or demands whatsoever in law or in equity, whether presently known or unknown, asserted or unasserted, whether sounding in tort or contract or arising under the statutes or administrative

regulations of any jurisdiction or under any allocation agreement with any Person with respect to any and all past, existing, potential, present or future claims of any type whatsoever that Dr. Mann ever had, now has, or hereafter may have against National Review, arising from the Covered Conduct, as well as any and all such claims or causes of action, known or unknown, asserted or unasserted, that National Review may have against Dr. Mann arising from or related to the Covered Conduct.

- a. This Agreement applies to any and all damages of any nature whatsoever, including without limitation, defamation claims, intentional infliction of emotional distress claims, libel claims, attorneys' fees, expert fees, pre-judgment interest, post-judgment interest and/or any other damages against National Review arising out of, or in any way connected with, whether known or unknown, or which could have arisen out of, the Covered Conduct; and
  - b. With respect to the Settled Claims, it is the Parties' intention to reserve no rights or benefits whatsoever under or in connection with Dr. Mann's claims against National Review with respect to any past, present, or future claims in any way related to the Settled Claims, and to assure the Parties their full and complete peace and freedom from such claims related to the Covered Conduct and from all assertions of rights in connection with such claims arising from the Covered Conduct.
  - c. It is the Parties' further intention to reserve no rights or benefits whatsoever under or in connection with National Review's claims against Dr. Mann for attorneys' fees and costs asserted under the D.C. Anti-SLAPP Act in response to Dr. Mann's claims against National Review in this case, and to assure the Parties their full and complete peace and freedom from such claims.
  - d. The Parties have no intention of settling, releasing, or otherwise limiting or impacting any claims that Dr. Mann has asserted or may assert against Competitive Enterprise Institute, Rand Simberg, or Mark Steyn.
9. "Judgment Amount" shall mean the total amount of \$530,820.21, the amount that has been assessed against Dr. Mann in favor of National Review under the Superior Court's January 7, 2025, order granting in part National Review's motion for attorneys' fees, costs, and "fees on fees."

## **B. Settlement Consideration**

1. Pursuant to this Agreement, National Review shall forgive the Judgment Amount currently assessed against Dr. Mann under the D.C. Superior Court's Order of January 7, 2025, as well as any accrued interest thereon, in return for Dr. Mann agreeing to the Releases and Covenants below.

C. **Releases and Covenants.** In consideration of the mutual promises herein and for other good and valuable consideration, the sufficiency and adequacy of which is acknowledged:

1. **Dr. Mann's Release.** Upon execution of this Agreement and Dr. Mann's receipt of the executed Agreement, Dr. Mann will completely release, remise, covenant not to sue, and forever discharge National Review irrevocably, unconditionally, fully, finally and forever of, from and against all claims stated against National Review in Dr. Mann's complaint and his amended complaint, and all Settled Claims. As part of this covenant, Dr. Mann agrees not to file any suit and/or action that names National Review as a party, and agrees to not implead or make National Review a third-party defendant in any suit or action arising from the Covered Conduct. This covenant further binds Dr. Mann's heirs, representative, assignees, and successors. In the event that any Party violates this Paragraph of the Agreement, the Parties hereby consent to entry of a Consent Dismissal with Prejudice as to any claim against a non-violating Party and authorize counsel for any Party to enter the Consent Dismissal, pursuant to this Agreement. For the avoidance of doubt, Dr. Mann's release is not intending in any way to release, limit, or otherwise impact any claim Dr. Mann has asserted or may assert against Competitive Enterprise Institute, Rand Simberg, or Mark Steyn.
2. Upon execution of this Agreement, Dr. Mann agrees not to appeal any ruling in National Review's favor in *Mann v. National Review, Inc.*, No. 2012-CA-008263 (D.C. Super. Ct. Oct. 22, 2012), and to dismiss immediately any pending appeal of any claim relating to National Review, including in *Mann v. National Review*, No. 24-CV-0228 (D.C. Mar. 8, 2024).
3. **National Review's Release.** Upon execution of this Agreement and National Review's receipt of the executed Agreement, National Review will completely release, remise, covenant not to sue, and forever discharge Dr. Mann irrevocably, unconditionally, fully, finally and forever of, from and against all claims (including but not limited to Anti-SLAPP claims) that have been asserted or that could have been asserted by National Review against Dr. Mann arising from or related to the Covered Conduct, and all Settled Claims. As part of this covenant, National Review agrees not to file any suit and/or action that names Dr. Mann as a party, and agrees to not implead or make Dr. Mann a third-party defendant in any suit or action arising from the Covered Conduct. This covenant further binds National Review's officers, representative, assignees, affiliates and successors. In the event that any Party violates this Paragraph of the Agreement, the Parties hereby consent to entry of a Consent Dismissal with Prejudice as to any claim against a non-violating Party and authorize counsel for any Party to enter the Consent Dismissal, pursuant to this Agreement.
4. The Parties further agree to execute any required filings to dismiss any other present or future case arising from the Covered Conduct.

5. To the extent that the statutes, common law, or other legal rules or obligations in any jurisdiction purport to limit or condition in any way the Parties' release of unknown, unforeseen, unasserted or contingent or future claims, the Parties waive any claims under such statutes, common law, and/or other legal rules or obligations and warrant and covenant not to enforce any such provision against or as a defense to the mutual releases contained herein in connection with, or in any manner arising from the Covered Conduct.
6. Because the purpose of this Agreement is to permanently preclude any further claim or action by Dr. Mann against National Review or by National Review against Dr. Mann concerning the matters addressed herein, the Parties agree, covenant and warrant that, should it develop that there are any errors or mistakes, whether legal or factual, and whether mutual or unilateral, causing this Agreement to be defective, or that cause the releases of National Review or of Dr. Mann to be defective or less than full and complete as to such matters, then the Parties specifically agree to execute any and all instruments and do any and all things necessary to effectuate a valid Agreement as set forth above.
7. The parties agree that this settlement between them will not affect in any way the claims, defenses, or appellate rights of any other party in the litigation.

**D. Representations and Warranties.**

1. In consideration of the agreements contained herein, each Party represents, warrants, and acknowledges that:
  - a. The person executing this Agreement on its behalf had full authority to do so, and no other consents are required.
  - b. This Agreement has been fully explained to each Party, and that each Party's entities and their representatives understand all of the implications thereof, these terms having been reviewed and expressly approved by their attorneys of record, and that this Agreement constitutes the sole agreement among the Parties. It is further expressly understood and agreed that this instrument contains the entire agreement between the Parties, the terms of which are contractual and not a mere recital.

**E. Compromise/No Admission.**

1. This Agreement is a compromise between the Parties and shall not be construed as an admission by any Party or any Person, including, but not limited to, any admission concerning the cause of, or liability resulting from, the Covered Conduct.

2. The agreement to forgive the Judgment Amount is for the compromise of the Settled Claims and it is agreed that by entering into this Agreement, the Parties intend to avoid further expenses related to the claims and to buy complete peace.
  3. This Agreement is a product of informed negotiations and involves compromises by the Parties. Accordingly, this Agreement does not reflect the Parties' views as to their rights and obligations with respect to matters or persons outside the scope of this Agreement.
  4. This Agreement is a jointly drafted product of arms-length negotiations between the Parties with the benefit of advice from counsel, and the Parties agree that it shall be so construed. As such, neither Party will claim that any ambiguity in this Agreement shall be construed against the other Party.
- F. **Severability.** If any portion of this Agreement is declared to be invalid or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts shall remain in full force and effect as if the invalid or unenforceable portion had not been part of this Agreement.
- G. **Choice of Law.** This agreement shall be interpreted, construed and enforced under the laws of the District of Columbia.
- H. **Forum Selection Clause.** Any and all disputes regarding this agreement shall be filed in the U.S. District Court for the District of Columbia.
- I. **Change or Modification.** No change or modification of this Agreement shall be valid unless it is made in writing and signed by the Parties.
- J. **Execution in Counterparts.** This Agreement may be executed in counterparts and the signature pages may be exchanged electronically or by facsimile. The text of the Agreement, together with accurate copies of the Parties' signatures, shall have the same force and effect of an original as between the Parties.
- K. **Recitals Incorporated.** The recitals set forth above are true and correct and are hereby incorporated into this Agreement as if set forth at length herein.

IN WITNESS WHEREOF the Parties have executed this Agreement this 30th day of October, 2025.

Signed:   
**Dr. Michael E. Mann, Ph.D.**

Signed:

A handwritten signature in blue ink, appearing to read "C. DeFeo", is written over a horizontal line.

**Chuck DeFeo**  
**Chief Executive Officer**  
**National Review, Inc.**