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Transaction ID 61013820
Case No. 11580-VCL



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE GOOD TECHNOLOGY
CORPORATION STOCKHOLDER
LITIGATION

C.A. No. 11580-VCL

**STIPULATION AND AGREEMENT OF COMPROMISE AND
SETTLEMENT**

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This Stipulation and Agreement of Compromise and Settlement (this “Stipulation”), dated August 21, 2017, is entered into by and among the following Settling Parties (as defined herein) in the above-captioned action (the “Action”): (i) plaintiffs MARBEK Revocable Trust, Harvest Growth Capital LLC, Harvest Growth Capital II LLC, Saturn Partners LP III and SPLP II Opportunity LP (“Named Plaintiffs”), on their own behalf and on behalf of the Class (as defined herein); and (ii) defendant J.P. Morgan Securities LLC (“JP Morgan” or “Defendant”).

This Stipulation states all of the terms of the Settlement (as defined herein) and resolution of the Action and is intended by Named Plaintiffs and Defendant to fully and finally release, resolve, remise, compromise, settle and discharge the Released Plaintiffs’ Claims (as defined herein) and the Released Defendant’s Claims (as defined herein), subject to the approval of the Court of Chancery of the State of Delaware (the “Court”). All terms herein with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings ascribed to them in paragraph 1 below. For the avoidance of doubt, this Stipulation does not release any claims of the Class against the Board Defendants (as defined herein) and the Fund Defendants (as defined herein), and does not release any JP Morgan’s Preserved Claims (as defined herein).

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WHEREAS:

A. On September 4, 2015, Good Technology Corporation (“Good”) and BlackBerry Corporation (“BlackBerry”) executed the Agreement and Plan of Merger (the “Merger Agreement”) pursuant to which BlackBerry would acquire Good for \$425 million (the “Merger”).

B. On September 4, 2015, Good stockholders holding a sufficient number of shares to adopt the Merger Agreement acted by written consent to adopt the Merger Agreement.

C. On or about September 30, 2015, Good disseminated the information statement in connection with the Merger (the “Information Statement”).

D. On October 6, 2015, Named Plaintiffs filed their initial Verified Complaint against Christy Wyatt, Bandel L. Carano, John H.N. Fisher, Barry Schuler, Thomas Unterman, Christopher Varelas (the “Board Defendants”) and other members of Good’s Board of Directors (the “Board”), alleging that they breached their fiduciary duties in connection with the Merger.

E. On October 9, 2015, Named Plaintiffs filed a Motion for Expedited Proceedings. The Court denied the motion on October 9, 2015, and ordered the parties to negotiate a trial schedule.

F. On October 12, 2015, Named Plaintiffs filed their Verified Amended Complaint, which incorporated additional factual allegations based on, among other things, the Information Statement.

G. On October 23, 2015, Named Plaintiffs and the Board Defendants filed a Stipulation and [Proposed] Order Governing the Production and Exchange of

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Confidential and Highly Confidential Information. The Court granted the order on October 26, 2015.

H. On October 26, 2015, Good issued supplemental disclosures to the Information Statement.

I. On October 30, 2015, BlackBerry completed the Merger.

J. From about October 2015 through May 2017, Named Plaintiffs and the Board Defendants engaged in fact and third-party discovery, including preparing and serving requests for production of documents, interrogatories, requests for admission, and responses and objections to same. With respect to documents, Named Plaintiffs received and reviewed more than 1,100,000 pages of documents from Good, the Board Defendants, JP Morgan and other third parties. Named Plaintiffs also produced more than 7,600 pages of their own documents.

K. On August 25, 2016, Named Plaintiffs filed their Verified Second Amended Complaint, which incorporated additional factual allegations and added the following parties as defendants: (i) the Fund Defendants, who were certain venture capital firms associated with Good's directors¹; (ii) Good's Chief Financial Officer, Ronald J. Fior ("Fior"); and (iii) JP Morgan.

¹ The "Fund Defendants" refer to Oak Management Corporation, Oak Investment Partners X, LP, Oak X Affiliates Fund, LP, Draper Associates, L.P., Draper Associates, Inc., Draper Fisher Jurvetson ePlanet Partners, Ltd., Draper Fisher Jurvetson ePlanet Partners Fund, LLC, Draper Fisher Jurvetson ePlanet Ventures GmbH & Co. KG, Draper Fisher Jurvetson ePlanet Ventures L.P., Draper Fisher Jurvetson Management, LLC, Draper Fisher Jurvetson Fund VI, L.P., Draper Fisher Jurvetson Partners VI, LLC, DFJ Growth Fund 2006, Ltd., Draper Fisher Jurvetson Growth Fund 2006, L.P., Draper Fisher Jurvetson Growth Fund 2006 Partners, L.P., Draper Fisher Jurvetson Partners Growth Fund 2006, LLC, Draper Associates Riskmasters Fund III, LLC, Saints Rustic Canyon LLC, Saints Rustic Canyon, LP,

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L. In October 2016, Defendant filed its Answer and Affirmative Defenses to the Verified Second Amended Complaint, denying that Defendant aided and abetted a breach of fiduciary duty or committed any alleged wrongdoing.

M. On December 30, 2016, Named Plaintiffs filed a Motion for Class Certification. Over Defendant's objections, the Court granted the motion and certified the Class on May 12, 2017.

N. From December 2016 through May 2017, Named Plaintiffs deposed 21 individuals, including each member of Good's Board as of the date of the Merger, Good's executives/employees, JP Morgan representatives, BlackBerry representatives, and Merrill Lynch, Pierce, Fenner & Smith Incorporated representatives.

O. In January and February 2017, Defendant deposed each Named Plaintiff.

P. On February 1, 2017, the parties attended a full-day mediation with the assistance of JAMS mediator Robert Meyer, Esq. (the "Mediator"). After the February 1, 2017 mediation, Named Plaintiffs, the Board Defendants, the Fund Defendants and JP Morgan separately continued to engage in extensive settlement discussions, with assistance from the Mediator, through May 31, 2017.

Q. On March 10, 2017, Named Plaintiffs voluntarily dismissed former Good director Russell E. Planitzer, LTP Fund II, LP and Lazard Technology Management LLC (now known as LTP Partners LLC) as defendants, which the Court granted on March 13, 2017.

Riverwood Capital Management, L.P., Riverwood Capital L.P., Riverwood Capital Partners L.P., Riverwood Capital Partners (Parallel-A) L.P. and Riverwood Capital Partners (Parallel-B) L.P.

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R. On April 7, 2017, Defendant sought leave to file a motion for summary judgment. The Court denied Defendant's request for leave on May 12, 2017.

S. On April 21, 2017, Named Plaintiffs voluntarily dismissed former Good directors Jon E. Barfield and Marc D. Gordon as defendants, which the Court granted on April 24, 2017.

T. On April 26, 2017, Named Plaintiffs voluntarily dismissed Fior as a defendant, which the Court granted on April 26, 2017.

U. The parties exchanged opening expert reports on March 17, 2017 and exchanged rebuttal expert reports on April 12, 2017.

V. In April and May 2017, Named Plaintiffs deposed the defendants' three experts.

W. In May 2017, defendants deposed Named Plaintiffs' two experts.

X. On May 31, 2017, the Settling Parties (as defined herein) filed the Stipulated [Proposed] Joint Pre-Trial Order.

Y. On May 31, 2017, around 2:00 p.m. PT (with a deadline to accept by 6:00 p.m. PT), the Mediator made a double blind recommendation to settle the claims against Defendant for \$35 million.

Z. On May 31, 2017, prior to JP Morgan accepting the Mediator's recommendation, BlackBerry, through its counsel, confirmed in writing to JP Morgan, through its counsel, that BlackBerry would pay the full amount of the \$35 million settlement by JP Morgan. In accepting the Mediator's recommendation, JP Morgan explicitly stated that the full amount of the settlement will be paid by BlackBerry and included the written confirmation of this fact from BlackBerry through its counsel.

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AA. Thereafter, that day, the Settling Parties formally agreed to accept the Mediator's recommendation.

BB. JP Morgan represented it and BlackBerry had entered into a written agreement dated August 18, 2017, confirming that BlackBerry will pay the Settlement Amount (as defined herein) on the terms specified in Section B.

CC. This Stipulation is intended fully, finally and forever to resolve, discharge and settle the Released Plaintiffs' Claims (as defined herein) with prejudice and the Released Defendant's Claims (as defined herein) with prejudice.

DD. The entry by the Settling Parties into this Stipulation is not, and shall not be construed as or deemed to be evidence of, an admission as to the merit or lack of merit of any claims or defenses that were asserted or could have been asserted in the Action.

EE. Named Plaintiffs continue to believe that their claims have legal merit, but nevertheless recognize and acknowledge the risk and uncertainty of prosecuting the Action and collecting any damages related to Defendant's actions.

FF. Defendant denies any and all allegations of wrongdoing, fault, liability or damage whatsoever; denies that it engaged in, committed, aided or abetted the commission of any breach of duty, wrongdoing or violation of law; denies that Named Plaintiffs or any of the other Class Members (as defined herein) suffered any damage whatsoever; denies that it acted improperly in any way; believes that it acted properly at all times; maintains that it has complied with federal laws, state laws, and any applicable ethical or professional rules or standards; and maintains that it has neither

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committed nor aided and/or abetted any breach of duty or wrongdoing whatsoever in connection with the Merger or any claims alleged or asserted in the Action.

GG. Defendant enters into this Stipulation solely because it considers it desirable that the Action be settled and dismissed with prejudice as to it in order to, among other things, eliminate the uncertainties, burden and expense of further litigation and finally put to rest and terminate all claims that were or could have been asserted in the Action. Nothing in this Stipulation shall be construed as an admission by Defendant of any wrongdoing, fault, liability or damages whatsoever.

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO AND AGREED, by Named Plaintiffs, for themselves and on behalf of the Class and Defendant, that subject to the approval of the Court and pursuant to Delaware Court of Chancery Rule 23, for the good and valuable consideration set forth herein, the Action shall be finally and fully settled, compromised and dismissed, with prejudice as to JP Morgan, and that the Released Plaintiffs' Claims and the Released Defendant's Claims shall be and hereby are finally and fully settled, compromised, released and dismissed with prejudice as to each of the Released Plaintiff Parties and the Released Defendant Parties, in the manner set forth herein.

A. Definitions

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms, used in this Stipulation, shall have the meanings specified below:

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A. “Account” means the interest-bearing account that is to be maintained by the Escrow Agent (as defined herein) and into which the Settlement Amount shall be deposited.

B. “Administrative Costs” means all costs and expenses associated with providing notice of the Settlement to the Class or otherwise administering or carrying out the terms of the Settlement.

C. “Administrator” means the firm of Gilardi & Co. LLC.

D. “Class” means the Class certified by the Court on May 12, 2017, of all holders of Good Technology Corporation common stock on October 30, 2015, whether beneficial or of record, including their legal representatives, heirs, successors in interests, transferees and assignees of all such foregoing holders, but excluding the defendants in the Action and their associates, affiliates, legal representatives, heirs, successors in interest, transferees and assignees. For the avoidance of doubt, and notwithstanding the foregoing exclusions, no beneficial or record holder of Good common stock on October 30, 2015 shall be excluded from the Class solely on the basis that JP Morgan or JP Morgan affiliates managed, advised or held a non-proprietary position in such common stock on behalf of such holder whether through an investment company, separately managed account or some pooled investment fund, or some other investment vehicle.

E. “Class Member” or “Class Members” means member(s) of the Class.

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F. “Effective Date” means the first business day following the date the Judgment (as defined herein) becomes Final.

G. “Escrow Agent” means Robbins Geller Rudman & Dowd LLP or its successor(s).

H. “Fee and Expense Award” means an award to Plaintiffs’ Counsel (as defined herein) of fees, costs and expenses to be paid from the Settlement Amount, approved by the Court and in full satisfaction of any and all claims for attorneys’ fees, costs and expenses that have been, could be or could have been asserted by Plaintiffs’ Counsel or any other counsel or any member of the Class.

I. “Final” when referring to the Judgment, means (1) entry of the Judgment or (2) if there is an objection to the Settlement, the expiration of any time for appeal or review of the Judgment, or, if any appeal is filed and not dismissed or withdrawn, issuance of a decision upholding the Judgment on appeal in all material respects, which is no longer subject to review upon appeal or other review, and the expiration of the time for the filing of any petition for reargument, appeal or review of the Judgment or any order affirming the Judgment; provided, however, that any disputes or appeals relating solely to the amount, payment or allocation of attorneys’ fees, costs and expenses shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit or otherwise affect the Judgment, or prevent, limit, delay or hinder entry of the Judgment.

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J. “JP Morgan’s Preserved Claims” means such rights and claims as JP Morgan and any Released Defendant Parties may have against Good, BlackBerry, the Board Defendants and/or the Fund Defendants.

K. “Judgment” means the Order and Final Judgment to be entered in the Action in all material respects in the form attached as Exhibit D hereto.

L. “Net Settlement Amount” means the Settlement Amount less any Fee and Expense Award, Administrative Costs, Taxes and Tax Expenses (as defined herein).

M. “Settling Parties” means all of the parties to this Stipulation, namely, Defendant and Named Plaintiffs, on behalf of themselves and the Class. Each individually is a “Settling Party.”

N. “Plaintiffs’ Counsel” means the law firms of Friedlander & Gorris, P.A. and Robbins Geller Rudman & Dowd LLP.

O. “Released Defendant Parties” means JP Morgan and all of its predecessors, successors and assigns, its direct and indirect parents, subsidiaries, and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents, stockholders, attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing (all within their respective JP Morgan capacities). As used in this provision, “affiliates” means entities controlling, controlled by or under common control with any of the Released Defendant Parties. For the avoidance

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of doubt, “Released Defendant Parties” shall not include any named defendants other than JP Morgan.

P. “Released Defendant’s Claims” means any claims including Unknown Claims (as defined herein) that have been or could have been asserted in the Action, or in any court, tribunal, forum or proceeding, by JP Morgan or any of its respective successors and assigns against any of the Released Plaintiff Parties, which arise out of or relate in any way to the institution, prosecution, settlement or dismissal of the Action; provided, however, that the Released Defendant’s Claims do not include claims (1) to enforce the terms of this Stipulation or the Settlement or (2) in connection with any claims or defenses that JP Morgan might have or raise in connection with litigation involving the Board Defendants or the Fund Defendants relating to defending this Stipulation or the Settlement or any negotiations related thereto, or in connection with any claims or defenses that JP Morgan might have or raise in connection with any other settlement with any other party relating to defending this Stipulation or the Settlement, or negotiations related thereto, but in no event is this subsection (2) intended to prevent the Released Plaintiff Parties from enforcing the release, settlement and discharge of the Released Defendant’s Claims as otherwise provided in this Stipulation. For the avoidance of doubt, the Released Defendant’s Claims do not include the JP Morgan’s Preserved Claims.

Q. “Released Plaintiff Parties” means Named Plaintiffs, all Class Members, and Plaintiffs’ Counsel.

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R. “Released Plaintiffs’ Claims” means any and all manner of claims, demands, rights, liabilities, losses, obligations, suits, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or unapparent, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, including Unknown Claims, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule (including claims within the exclusive jurisdiction of the federal courts, such as, but not limited to, federal securities claims or other claims based upon the purchase or sale of Good common stock), that (1) were alleged, asserted, set forth, or claimed in the Action against the Released Defendant Parties; or (2) could have been alleged, asserted, set forth or claimed in the Action or in any other action or in any other court, tribunal, or proceeding by Named Plaintiffs or any other members of the Class individually, or derivatively on behalf of Good or as a member of the Class, which are based upon, arise out of, result from, relate in any way to, or involve, directly or indirectly: (i) the Merger (or relate to or arise as a result of any of the events, acts or negotiations related thereto); (ii) any services that any of the Released Defendant Parties provided or services that Named Plaintiffs in the Action allege any of the Released Defendant Parties could have or should have provided to Good; (iii) JP Morgan’s engagement letters with Good; (iv)

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Good's efforts to launch an initial public offering; (v) claims that were or could have been alleged, asserted, set forth, claimed, embraced, involved, or referred to in, or related to any complaints filed in the Action, including the Verified Second Amended Complaint; (vi) disclosures to Good's common stockholders about the Merger and/or JP Morgan; (vii) JP Morgan's services rendered to or on behalf of Good; and (viii) JP Morgan's purported conflicts of interest; provided, however, that the Released Plaintiffs' Claims do not include claims (1) to enforce the terms of this Stipulation or the Settlement or (2) in connection with any claims or defenses that Named Plaintiffs or any Class Members might have or raise in connection with litigation involving the Board Defendants or the Fund Defendants relating to defending this Stipulation or the Settlement or any negotiations related thereto, or in connection with any claims or defenses that Named Plaintiffs or any Class Members might have or raise in connection with any other settlement with any other party relating to defending this Stipulation or the Settlement, or negotiations related thereto, but in no event is this subsection (2) intended to prevent the Released Defendant Parties from enforcing the release, settlement and discharge of the Released Plaintiffs' Claims as otherwise provided in this Stipulation. For the avoidance of doubt, the Released Plaintiffs' Claims do not include any claims against the Board Defendants, the Fund Defendants, Good and/or BlackBerry.

S. "Scheduling Order" means the scheduling order to be entered pursuant to Rule 23 of the Rules of the Court of Chancery, substantially in the form attached hereto as Exhibit A.

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T. “Settlement” means the settlement contemplated by this Stipulation.

U. “Settlement Amount” means a total of thirty-five million dollars in cash (\$35,000,000.00).

V. “Settlement Fund” means the principal amount of thirty-five million dollars (\$35,000,000.00) in cash, plus any interest that may accrue on that after it is deposited in the Account.

W. “Settlement Hearing” means the hearing to be held by the Court to determine whether the proposed Settlement should be approved as fair, reasonable and adequate, whether a Judgment approving the Settlement should be entered in accordance with the terms of this Stipulation; and whether and in what amount any award of attorneys’ fees, costs and expenses should be paid to Plaintiffs’ Counsel.

X. “Settlement Payment Recipients” means all Class Members who receive a portion of the Settlement Fund.

Y. “Taxes” means all federal, state and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund.

Z. “Unknown Claims” means any Released Plaintiffs’ Claims that Named Plaintiffs, or any other Class Member, do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiffs’ Claims, and any Released Defendant’s Claims that JP Morgan or any of the other Defendant Released Parties does not know or suspect to exist in his, her,

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or its favor at the time of the release of the Released Defendant's Claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiffs' Claims and Released Defendant's Claims, upon the Effective Date, Named Plaintiffs and Defendant shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have expressly waived, relinquished and released any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Named Plaintiffs and Defendant acknowledge, and the other Class Members by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiffs' Claims and the Released Defendant's Claims, but that it is the intention of Named Plaintiffs and Defendant, and by operation of law the other Class Members, to completely, fully, finally and forever extinguish any and all Released Plaintiffs' Claims and Released Defendant's Claims, known or

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unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Named Plaintiffs and Defendant also acknowledge, and the other Class Members by operation of law are deemed to acknowledge, that the inclusion of “Unknown Claims” in the definition of the Released Plaintiffs’ Claims and the Released Defendant’s Claims is separately bargained for and is a key element of the Settlement.

B. Settlement Consideration

2. \$100,000 of the Settlement Amount will be deposited into the Account within ten (10) business days of the Scheduling Order being approved and entered by the Court and shall be used solely to administer the Settlement. The remainder of the Settlement Amount (\$34,900,000) will be deposited into the Account within thirty (30) business days of the Scheduling Order being approved and entered by the Court.

3. In no event will JP Morgan be liable for the Settlement Amount.

4. The Settling Parties promptly shall provide all necessary wiring/payment instructions. For avoidance of doubt, if Named Plaintiffs and/or JP Morgan do not provide the wiring/payment instructions in sufficient time for the deposits described in paragraph 2 to be made (*i.e.*, at least five (5) business days before any payment would be due), neither JP Morgan nor Named Plaintiffs shall have the right to withdraw from the Settlement as provided in subsection (f) of paragraph 36 and paragraph 39,

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provided that payment is made within five (5) business days upon receipt of the wiring/payment instructions.

C. Distribution of the Settlement Fund

5. Subject to the approval of the Court, Named Plaintiffs shall retain the Administrator to oversee the administration of the Settlement and distribution of the Settlement Fund.

6. The Settling Parties will work with Good to provide or cause to be provided to the Administrator, within five (5) business days of the date of entry of the Scheduling Order, the last known postal address and email address of all stockholders of record of Good common stock as of October 30, 2015. The Administrator shall provide notice of the proposed Settlement in accordance with the Scheduling Order.

7. Following the Effective Date, the Administrator shall distribute the Net Settlement Amount to the Settlement Payment Recipients as approved by the Court.

8. If there is any balance remaining in the Settlement Fund after six (6) months from the date of distribution of the Net Settlement Amount (whether by reason of tax refunds, uncashed checks or otherwise), the Administrator shall, if feasible, reallocate such balance among Settlement Payment Recipients who deposited the checks sent in the initial distribution in an equitable and economic fashion. Thereafter, any balance that still remains in the Net Settlement Fund that is not feasible to be re-distributed shall be escheated.

9. All Administrative Costs, including the costs of any re-distribution of the Net Settlement Amount, shall be paid from the Account.

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10. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendant, Released Defendant Parties, and any other person or entity who or that paid any portion of the Settlement Amount shall have no right to the return of the Settlement Amount or any portion thereof for any reason whatsoever, including without limitation the inability to locate Class Members or the failure of Settlement Payment Recipients to deposit settlement funds distributed by the Administrator.

11. Defendant shall have no input, responsibility or liability for any claims, payments or determinations by the Administrator concerning the distribution of the Settlement Fund.

D. The Escrow Agent

12. The Escrow Agent may invest the Settlement Fund, deposited pursuant to paragraph 2 above, in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, and shall reinvest the proceeds of these instruments at their then-current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement Fund.

13. The Escrow Agent shall not disburse the Settlement Fund except as provided in this Stipulation, by an order of the Court, or with the written agreement of counsel for Named Plaintiffs.

14. Subject to further order and/or direction as may be made by the Court, the Escrow Agent is authorized to execute such transactions on behalf of the Class as are consistent with the terms of this Stipulation.

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15. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Stipulation and/or further order(s) of the Court.

16. Notwithstanding the fact that the Effective Date has not yet occurred, the Escrow Agent may pay Administrative Costs, Taxes, and Tax Expenses from the Settlement Fund. In the event that the Settlement does not become Final, any money paid or incurred for the above purposes, including any related fees, shall not be returned or repaid to BlackBerry.

E. Scope of the Settlement

17. Upon the entry of the Judgment approving the Settlement as between the Settling Parties, the Action shall be dismissed with prejudice as to JP Morgan, on the merits and without costs.

18. Upon the Effective Date, Named Plaintiffs and all Class Members, on behalf of themselves and any other person or entity who could assert any of the Released Plaintiffs' Claims on their behalf, including but not limited to their respective heirs, executors, administrators, estates, predecessors in interest, predecessors, successors in interest, successors, and assigns in their capacities as such, shall fully, finally and forever release, settle and discharge the Released Defendant Parties from and with respect to every one of the Released Plaintiffs' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiffs' Claims against the Released Defendant Parties.

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19. Upon the Effective Date, Defendant on behalf of itself and anyone acting on its behalf who could assert any of the Released Defendant's Claims, including its respective heirs, executors, administrators, estates, predecessors in interest, predecessors, successors in interest, successors, and assigns in their capacities as such, shall fully, finally and forever release, settle and discharge the Released Plaintiff Parties from and with respect to every one of the Released Defendant's Claims, and shall thereupon be forever barred and enjoined from commencing, instituting or prosecuting any of the Released Defendant's Claims against any of the Released Plaintiff Parties.

20. The obligations incurred pursuant to this Stipulation are in full and final disposition of the Action as to the Settling Parties and all Released Plaintiffs' Claims and Released Defendant's Claims. It is the intention of the Settling Parties that the Settlement eliminate all further risk and liability relating to the Released Plaintiffs' Claims and the Released Defendant's Claims, and that the Settlement is a final and complete resolution of all disputes asserted or which could be or could have been asserted with respect to the Released Plaintiffs' Claims and the Released Defendant's Claims.

21. In accordance with 10 Del. C. § 6304(b), the Settlement reduces, to the extent of the pro rata share of the Released Defendant Parties, the damages recoverable by the Released Plaintiff Parties against all tortfeasors other than the Released Defendant Parties. This language is intended to comply with 10 Del. C. § 6304(b) so as to preclude liability of the Released Defendant Parties to any other

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alleged tortfeasors, including the Board Defendants and the Fund Defendants, for contribution.

F. Submission of the Settlement to the Court for Approval

22. Immediately after this Stipulation has been executed, Named Plaintiffs and Defendant shall jointly apply to the Court for entry of the Scheduling Order substantially in the form attached hereto as Exhibit A, providing for, among other things: (a) the dissemination of the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), substantially in the form attached hereto as Exhibit B; (b) the publication of the Summary Notice of Pendency and Proposed Settlement of Class Action (the "Summary Notice"), substantially in the form attached hereto as Exhibit C; and (c) the scheduling of the Settlement Hearing to consider: (i) the proposed Settlement, (ii) the joint request of the Settling Parties that the Judgment be entered in all material respects substantially in the form attached hereto as Exhibit D, and (iii) Plaintiffs' Counsel's application for an award of attorneys' fees, costs and expenses, and (iv) any objections to any of the foregoing. The Settling Parties agree to take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order. The Settling Parties shall jointly request at the Settlement Hearing that the Judgment be entered, and the Settling Parties shall take all reasonable and appropriate steps to obtain Final entry of the Judgment in all material respects substantially in the form attached hereto as Exhibit D.

G. Conditions of Settlement

23. The Settlement shall be subject to the following conditions, which the Settling Parties shall use their best efforts to achieve:

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A. the Court enters the Scheduling Order in all material respects substantially in the form attached hereto as Exhibit A;

B. the contributions to the Settlement Fund as required by Section B of this Stipulation have been made;

C. the Court enters the Judgment in all material respects substantially in the form attached hereto as Exhibit D and the Judgment becomes Final;

D. the Effective Date shall have occurred; and

E. the Settling Parties have complied with their obligations set forth herein.

H. Attorneys' Fees, Costs and Expenses

24. Plaintiffs' Counsel will apply for an award of attorneys' fees, costs and expenses from the Settlement Amount (the "Fee Application"). Defendant shall not oppose the Fee Application.

25. Any Fee and Expense Award pursuant to the Fee Application shall be paid exclusively out of, and not be in addition to, the Settlement Amount.

26. Prior to disbursement of the Net Settlement Amount, and in any event within ten (10) business days of the Effective Date, the Escrow Agent shall disburse from the Settlement Fund to Plaintiffs' Counsel an amount equal to the Fee and Expense Award.

27. The disposition of the Fee Application is not a material term of this Stipulation, and it is not a condition of this Stipulation that such application be granted. The Fee Application may be considered separately from the proposed Stipulation.

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28. Plaintiffs' Counsel warrant that no portion of any Fee and Expense Award shall be paid to Named Plaintiffs or any Class Member, except as approved by the Court.

29. The Fee and Expense Award shall be the sole aggregate compensation for Plaintiffs' Counsel in connection with the Settlement. Defendant and the Released Defendant Parties shall have no input into or responsibility or liability for the allocation by Plaintiffs' Counsel of the Fee and Expense Award.

30. Other than as provided in paragraph 2, neither Defendant nor any Released Defendant Party shall be liable for or obligated to pay any fees, costs, expenses, or disbursements, or to incur any expense on behalf of, any person or entity (including, without limitation, Named Plaintiffs or Plaintiffs' Counsel), directly or indirectly, in connection with the Action or the Settlement.

I. Stay Pending Court Approval

31. Pending Court approval of this Stipulation, the Settling Parties agree to stay any and all proceedings in the Action against Defendant other than those incident to the Settlement.

32. Except as necessary to pursue the Settlement and determine a Fee and Expense Award, pending final determination of whether this Stipulation should be approved, all Named Plaintiffs and Defendant agree not to institute, commence, prosecute, continue or in any way participate whether directly or indirectly, representatively, individually, derivatively on behalf of Good, or in any other capacity, any action or other proceeding asserting any Released Plaintiffs' Claims and Released Defendant's Claims, respectively.

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J. Taxes

33. The Settling Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that the Escrow Agent, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Good or BlackBerry shall provide the statement described in Treasury Regulation § 1.468B-3(e) to the Escrow Agent within the time period required thereunder. The Escrow Agent, as the administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph 33, including, as necessary, making a “relation-back election,” as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

34. All Taxes and expenses and costs incurred in connection with the operation and implementation of this Section J (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Section J) (“Tax Expenses”), shall be paid out of the Settlement Fund, and shall be timely paid by the Escrow Agent without further order of the Court.

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35. Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without further consent of counsel for the Settling Parties, or prior order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Settlement Payment Recipients any funds necessary to pay such amount, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation §1.468B-2(1) and (2)); neither Defendant nor the Released Defendant Parties shall have any liability or responsibility for the Taxes and Tax Expenses. The Settling Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section J.

K. Termination of Settlement; Effect of Termination

36. Any Settling Party shall have the right to terminate the Settlement and this Stipulation by providing written notice of its election to do so to all other Parties within thirty (30) calendar days of (a) the Court's declining to enter the Scheduling Order in any material respect, (b) the Court's refusal to approve this Stipulation or any part of it that materially affects any Settling Party's rights or obligations hereunder, (c) the Court's declining to enter the Judgment approving the Settlement in any material respect, (d) modification or reversal of the Judgment approving the Settlement, in any material respect on or following appellate review, remand, collateral attack or other proceedings, (e) failure to satisfy any of the other conditions of Section G, or (f) any

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failure or refusal to timely fund all or any portion of the Settlement Amount pursuant to Section B.

37. Neither a modification nor a reversal on appeal of the amount of attorneys' fees, costs and expenses awarded by the Court to Plaintiffs' Counsel shall be deemed a material modification of the Judgment or this Stipulation.

38. If either: (a) the Effective Date does not occur, (b) this Stipulation is disapproved, canceled or terminated pursuant to its terms, or (c) the Settlement otherwise does not become Final for any reason, then the Settling Parties shall request that the Settlement Amount that has been deposited into the Account plus any interest that has accrued on the Settlement Amount (less any Administrative Costs, Taxes, and Tax Expenses that have been incurred) shall be refunded by the Escrow Agent within ten (10) business days after such cancellation or termination to BlackBerry.

39. For the avoidance of doubt, the failure to timely fund any or all of the Settlement Amount pursuant to Section B is a material term and requirement that gives Defendant or Named Plaintiffs the right to withdraw from the Settlement.

40. If the Effective Date does not occur, or if this Stipulation is disapproved, canceled or terminated pursuant to its terms, or the Settlement as between Named Plaintiffs and Defendant otherwise does not become Final for any reason, Named Plaintiffs' and Defendant's sole and exclusive remedy will be to revert to their respective litigation status immediately prior to the acceptance of the Mediator's recommendation on May 31, 2017.

41. If the Effective Date does not occur, or if this Stipulation is disapproved, canceled or terminated pursuant to its terms, or the Settlement otherwise does not

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become Final for any reason, then Named Plaintiffs and Defendant shall negotiate a new trial schedule in good faith and they shall proceed as if this Stipulation had not been executed and the related orders had not been entered, and in that event all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice.

L. Miscellaneous Provisions

42. All of the Exhibits attached hereto are material and integral parts hereof and shall be incorporated by reference as though fully set forth herein.

43. This Stipulation may not be amended or modified, nor may any of its provisions be waived, except by a written instrument signed by counsel for Named Plaintiffs and Defendant or their successors in interest.

44. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

45. The Settling Parties represent and agree that the terms of the Settlement were negotiated at arm's-length and in good faith by the Settling Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

46. This Stipulation shall not be construed more strictly against one Settling Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that it is the result of arm's-length negotiations between the Settling Parties, and all Settling Parties have contributed substantially and materially to the preparation of this Stipulation.

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47. Defendant denies any and all allegations of wrongdoing, fault, liability or damage in the Action. The Settling Parties covenant and agree that neither this Stipulation, nor the fact or any terms of the Settlement, or any communications relating thereto, is evidence, or an admission or concession by Named Plaintiffs or Defendant or their counsel, any Class Member, or any of the Released Defendant Parties or Released Plaintiff Parties, of any fault, liability or wrongdoing whatsoever, as to any facts or claims alleged or asserted in the Action, or any other actions or proceedings, or as to the validity or merit of any of the claims or defenses alleged or asserted in any such action or proceeding. This Stipulation is not a finding or evidence of the validity or invalidity of any claims or defenses in the Action, any wrongdoing by Named Plaintiffs, Defendant, any Class Member or any of the Released Defendant Parties or Released Plaintiff Parties, or any damages or injury to Named Plaintiffs, Defendant, any Class Member or any of the Released Defendant Parties or Released Plaintiff Parties. Neither this Stipulation, nor any of the terms and provisions of this Stipulation, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statements in connection therewith, shall be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts or omissions on the part of any of the Released Defendant Parties or Released Plaintiff Parties, or of any infirmity of any defense, or of any damage to Named Plaintiffs or any other Class Member, or any lack

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of merit of any claim, or lack of damages to Named Plaintiffs or any other Class Member, or otherwise be used to create or give rise to any inference or presumption against any of the Released Defendant Parties or Released Plaintiff Parties concerning any fact or any purported liability, fault, or wrongdoing of the Released Defendant Parties or Released Plaintiff Parties or any injury or damages to any person or entity, or shall otherwise be admissible, referred to or used in any proceeding of any nature, for any purpose whatsoever; provided, however, that this Stipulation and the Judgment may be introduced in any proceeding subject to Rule 408 of the Federal Rules of Evidence and any and all other state law corollaries thereto, whether in the Court or otherwise, as may be necessary to argue and establish that this Stipulation and the Judgment have *res judicata*, collateral estoppel or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and the Judgment or to secure any insurance rights or proceeds of any of the Released Defendant Parties or Released Plaintiff Parties or as otherwise required by law.

48. The consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for an award of attorneys' fees, costs and expenses to Plaintiffs' Counsel and enforcing the terms of this Stipulation.

49. Without further Order of the Court, Named Plaintiffs and Defendant may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

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50. To the extent permitted by law, all agreements made and orders entered during the course of the Action relating to the confidentiality of documents or information shall survive this Stipulation.

51. The waiver by Named Plaintiffs or Defendant of any breach of this Stipulation shall not be deemed a waiver of any other prior or subsequent breach of any provision of this Stipulation.

52. This Stipulation and the Exhibits constitute the entire agreement between Named Plaintiffs, on the one hand, and Defendant, on the other hand, and supersede any prior agreements among Named Plaintiffs, on the one hand, and Defendant, on the other hand, with respect to the Settlement. No representations, warranties or inducements have been made to or relied upon by any Settling Party concerning this Stipulation or its Exhibits, other than the representations, warranties and covenants expressly set forth in such documents.

53. This Stipulation may be executed in one or more counterparts, including by facsimile and electronic mail.

54. The Settling Parties and their respective counsel of record agree that they will use their reasonable best efforts to obtain all necessary approvals of the Court required by this Stipulation (including, but not limited to, using their reasonable best efforts to resolve any objections raised to the Settlement), and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

55. Named Plaintiffs and Plaintiffs' Counsel represent and warrant that Named Plaintiffs are members of the Class and that none of Named Plaintiffs' claims

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or causes of action referred to in this Stipulation have been assigned, encumbered, or otherwise transferred in whole or in part.

56. Each counsel signing this Stipulation warrants that such counsel has been duly empowered and authorized to sign this Stipulation on behalf of his or her clients.

57. This Stipulation is and shall be binding upon and shall inure to the benefit of the Released Defendant Parties and the Released Plaintiff Parties (including the Class Members) and the respective legal representatives, heirs, executors, administrators, transferees, successors and assigns of all such foregoing persons and entities and upon any corporation, partnership, or other entity into or with which any part may merge, consolidate or reorganize.

58. This Stipulation, the Settlement, and any and all disputes arising out of or relating in any way to this Stipulation or the Settlement, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

59. Any action or proceeding to enforce any of the terms of this Stipulation or the Settlement, or any other action or proceeding among the Settling Parties arising out of or relating in any way to this Stipulation or the Settlement, shall (i) be brought, heard and determined exclusively in the Court, which shall retain jurisdiction over the Settling Parties and all such disputes (provided that, in the event that subject matter jurisdiction is unavailable in the Court, then any such action or proceeding shall be brought, heard and determined exclusively in any other state or federal court sitting in Wilmington, Delaware) and (ii) shall not be litigated or otherwise pursued in any forum or venue other than the Court (or, if subject matter jurisdiction is unavailable in

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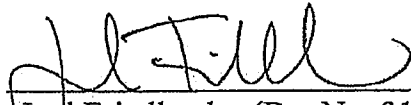
the Court, then in any forum or venue other than any other state or federal court sitting in Wilmington, Delaware). Each Settling Party hereto (1) consents to personal jurisdiction in any such action (but in no other action) brought in the Court; (2) consents to service of process by registered mail upon such Settling Party and/or such Settling Party's agent; (3) waives any objection to venue in the Court and any claim that Delaware or the Court is an inconvenient forum; and (4) expressly waives any right to demand a jury trial as to any dispute described in this paragraph 59. Notwithstanding the foregoing, and for purposes of clarification, Named Plaintiffs do not stipulate to the Court of Chancery's subject matter jurisdiction over disputes arising out of the May 23, 2017 term sheet by and among the Named Plaintiffs, the Board Defendants, and the Fund Defendants.

Dated: August 21, 2017

[Signature Page To Follow]

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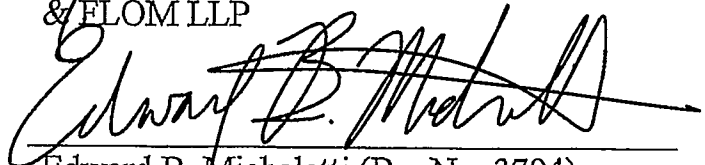
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