

**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**

This Stipulation and Agreement of Compromise and Settlement (the “Stipulation”), dated August 15, 2018, is entered into by and among the following Parties in the above-entitled action (“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); (ii) defendants Christy Wyatt, Bandel L. Carano, John H.N. Fisher, Barry Schuler, Thomas Unterman, and Christopher Varelas (the “Board Defendants”); and (iii) defendants 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 Partners Growth Fund 2006, LLC, Draper Associates Riskmasters Fund III, LLC, Saints Rustic Canyon LLC, Saints Rustic Canyon, LP, 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. (the “Fund Defendants,” and, together with the Board Defendants, “Defendants”).

This Stipulation states all of the terms of the Settlement and resolution of this matter and is intended by Named Plaintiffs and Defendants (the “Parties”) to fully and finally release, resolve, remise, compromise, settle and discharge the Released Plaintiffs’ Claims (as defined herein) and the Released Defendants’ 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 ¶ 1 below.

WHEREAS:

A. On September 4, 2015, Good Technology Corporation (“Good” or the “Company”) 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.

D. On October 6, 2015, Named Plaintiffs filed their initial Verified Complaint against members of Good's Board of Directors ("Board"), alleging that they breached their fiduciary duties in connection with the Merger.

E. On October 8, 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 26, 2015, Good issued supplemental disclosures to the Information Statement (the "Supplement").

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

I. From approximately October 2015 through May 2017, the parties engaged in fact, expert, 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 Defendants and third parties. Named Plaintiffs also produced more than 7,600 pages of their own documents to Defendants. All sides took multiple depositions.

J. 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) certain venture capital (“VC”) firms associated with Good directors, including the Fund Defendants; (ii) the Company’s Chief Financial Officer (“CFO”) Ronald J. Fior (“Fior”); and (iii) J.P. Morgan Securities LLC (“JP Morgan”).

K. In September and October 2016, Defendants filed their Answers and Affirmative Defenses to the Verified Second Amended Complaint.

L. On December 30, 2016, Named Plaintiffs filed a Motion for Class Certification. The Court granted the motion and certified the Class on May 12, 2017.

M. 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.

N. 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.

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

P. Between May 2017 and May 2018, trial was deferred based on a proposed settlement in principle between Named Plaintiffs and Defendants and as a result of a dispute relating to the term sheet reflecting their agreement.

Q. On June 13, 2018, the parties advised the Court that Named Plaintiffs and Defendants had reached an agreement-in-principle to settle the Action.

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

S. The entry by the 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 this Action.

T. Named Plaintiffs continue to believe that their claims have legal merit, but nevertheless recognize and acknowledge the risk and uncertainty of prosecuting this Action and collecting any damages from Defendants.

U. Defendants deny any and all allegations of wrongdoing, fault, liability or damage whatsoever; deny that they engaged in, committed or aided or abetted the commission of any breach of duty, wrongdoing or violation of law; deny that Named Plaintiffs or any of the other Class Members suffered any damage whatsoever; deny that they acted improperly in any way; believe that they acted

properly at all times; maintain that the Board Defendants complied with their fiduciary duties; maintain that they have complied with federal laws, state laws, and any applicable ethical or professional rules or standards; and maintain that they have neither committed nor aided and/or abetted any breach of duty or wrongdoing whatsoever in connection with the Merger. Specifically, Defendants deny that they acted contrary to the best interests of Good and its stockholders, and further believe that the sale process leading up to the Merger intended to achieve, and did achieve, the best price reasonably available for Good stockholders.

V. Defendants enter into this Stipulation solely because they consider it desirable that the Action be settled and dismissed with prejudice 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 Defendants of any wrongdoing, fault, liability, or damages whatsoever.

W. Named Plaintiffs, the Class, and Defendants agree that between the present Settlement and the prior approved Settlement between the Class and JP Morgan, Named Plaintiffs and the Class intend to and have resolved all actual or potential claims arising from or related to the Merger on behalf of the Class and

that the two settlements together are meant to achieve a global and complete release of all legal claims arising from or related to the Merger.

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO AND AGREED, by Named Plaintiffs, for themselves and on behalf of the Class, and Defendants 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, on the merits and with prejudice, and that the Released Plaintiffs' Claims and the Released Defendants' 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:

(a) "Account" means the account which is to be maintained by the Escrow Agent and into which the Settlement Amount shall be deposited. The funds deposited into the Account shall be invested 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 the proceeds of these instruments shall be reinvested at their then-current market rates.

(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) “Board Defendants’ Counsel” means the law firms of Cooley LLP and Potter Anderson & Corroon LLP.

(e) “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.

(f) “Class Member” means a member of the Class.

(g) “Effective Date” means the first business day following the date the Judgment becomes Final.

(h) “Existing Merger Escrow Account” shall refer to the Escrow Account held at U.S. Bank and created by the Merger Agreement.

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

(j) “Fee and Expense Award” means an award to Plaintiffs’ Counsel of fees 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 that have

been, could be or could have been asserted by Plaintiffs' Counsel or any other counsel or any member of the Class.

(k) "Final," when referring to the Judgment, means the later of (1) entry of the Judgment and the expiration of any time for appeal or review of the Judgment, or (2) 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 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.

(l) "Fund Defendants' Counsel" means the law firm of Morris, Nichols, Arsht & Tunnell LLP.

(m) "JP Morgan Stipulation" means the Stipulation and Agreement of Compromise and Settlement between Named Plaintiffs and JP Morgan dated August 21, 2017, as amended, as well as the Order and Final Judgment dated April 5, 2018.

(n) "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.

(o) "Merger Agreement" shall refer to the Agreement and Plan of Merger dated September 4, 2015 by and among BlackBerry Corporation, Good

Technology Corporation, Greenbrier Merger Corp., and Shareholder Representative Services LLC.

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

(q) “Party” means any one of, and “Parties” means all of, the parties to this Stipulation, namely, Defendants and Named Plaintiffs, on behalf of themselves and the Class.

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

(s) “Released Defendant Parties” means (i) the Board Defendants and the Fund Defendants and their past or present, direct or indirect, affiliates, associates, members, partners, partnerships, investment funds, insurers, indemnitors, subsidiaries, parents, predecessors, and successors (collectively “Affiliates”) (for the avoidance of doubt, the Affiliates of Defendants include, without limitation, BlackBerry and Good); (ii) all associates, members, partners, officers, directors, employees, agents, advisors, financial or investment advisors and attorneys (including the Board Defendants’ Counsel and the Fund Defendants’ Counsel) of the Defendants and their respective Affiliates; (iii) any and all persons, firms, trusts, corporations, officers, directors or other individuals or entities in which any of the Defendants or their Affiliates have a financial interest; and (iv) the legal representatives, heirs, executors, administrators, predecessors, successors,

predecessors-in-interest, successors-in-interest, assigns and insurers of any of the foregoing.

(t) “Released Defendants’ 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 Defendants or any of their 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 Defendants’ Claims shall not include claims to enforce the Stipulation.

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

(v) “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 (as defined herein), 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 (i) were alleged, asserted, set forth, or claimed in the Action against the Released Defendant Parties; or (ii) 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: (a) the Merger or any element, term, condition or circumstance of the Merger, the sale process leading up to the Merger, or this or any other legal action related to the Merger; (b) any actions, deliberations, negotiations, discussions, offers, inquiries, solicitations of interest, indications of interest, bids, due diligence or any act or omission in connection with the review of strategic alternatives available to Good or the Merger, including the process of deliberation or negotiation by BlackBerry, Good, the Defendants, and any of their respective officers, directors, advisors or agents; (c) the consideration received by Named Plaintiffs and the Class; (d) any fiduciary obligations of the Board Defendants; or (e) the fees, expenses or costs incurred in prosecuting, defending, or settling the Action, except to the extent of any Fees and/or Expense Awards paid from the Settlement Fund pursuant to Section H hereof; provided, however, that the Released Plaintiffs' Claims shall not include the right to enforce the Stipulation or the JP Morgan Stipulation.

(w) "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.

(x) “Settlement” means the settlement contemplated by this Stipulation.

(y) “Settlement Amount” means a total of seventeen million dollars in cash (\$17,000,000.00).

(z) “Settlement Fund” means the principal amount of seventeen million dollars (\$17,000,000.00) in cash, plus any interest that may accrue on that sum after it is deposited in the Account.

(aa) “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 and expenses should be paid to Plaintiffs’ Counsel.

(bb) “Settlement Payment Recipients” means all Class Members who receive a portion of the Settlement Fund pursuant to an approved Plan of Allocation.

(cc) “SRS” refers to Shareholder Representative Services, who was appointed as a representative for the former Good stockholders with respect to the Existing Merger Escrow Account in the Merger Agreement.

(dd) “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.

(ee) “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 Defendants’ Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendants’ 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 Defendants’ Claims, upon the Effective Date, Named Plaintiffs and Defendants 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 Defendants 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 Defendants’ Claims, but that it is the intention of Named Plaintiffs and Defendants, and by operation of

law the other Class Members, to completely, fully, finally and forever extinguish any and all Released Plaintiffs' Claims and Released Defendants' Claims, known or 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 Defendants 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. Within ten (10) business days of the entry of a scheduling order setting a hearing date for approval of this Stipulation, Defendants shall pay or cause to be paid the Settlement Amount into the Account, as follows:

(a) The Fund Defendants, through their insurers, shall pay or cause to be paid \$3,000,000 to the Account toward the Settlement Amount; and

(b) BlackBerry and SRS shall jointly cause \$14,000,000 to be paid from the Existing Merger Escrow Account to the Account on behalf of the Board Defendants toward the Settlement Amount.

Neither the Fund Defendants nor the Board Defendants shall be liable to pay any portion of the Settlement beyond using their best efforts to cause the amounts to be paid in the manner described above.

3. The Named Plaintiffs promptly shall provide all necessary wiring/payment instructions, along with any other information reasonably requested to facilitate payment (including an IRS Form W-9, if requested).

**C. Distribution of the Settlement Fund**

4. 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.

5. Using the previously provided list of stockholders provided in connection with the prior settlement with JP Morgan, the Administrator shall provide notice of the proposed Settlement in accordance with the Scheduling Order.

6. Following the Effective Date, the Administrator shall distribute the Net Settlement Amount to the Settlement Payment Recipients according to the Plan of Allocation as approved by the Court.

7. 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 which still remains in the Net Settlement Fund that is not feasible to be re-distributed shall be escheated.

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

9. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, all Defendants, Released Defendant Parties, and any other person or entity who or which 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.

10. Defendants 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**

11. The Escrow Agent may invest the Settlement Fund, deposited pursuant to ¶ 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.

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

13. 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 the Stipulation.

14. 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 the Stipulation and/or further order(s) of the Court.

15. 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 Defendants or their insurers.

**E. Scope of the Settlement**

16. Upon the entry of the Judgment approving the Settlement as between all Parties, the Action shall be dismissed with prejudice as to Defendants, on the merits and without costs.

17. Upon the Effective Date, Named Plaintiffs and all Class Members, on behalf of themselves and anyone acting on their behalf, including 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 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.

18. Upon the Effective Date, Defendants, on behalf of themselves and anyone acting on their behalf, including 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 Plaintiff Parties from and with respect to every one of the Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting or prosecuting any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

19. The obligations incurred pursuant to this Stipulation are in full and final disposition of the Action as to the Parties and all Released Plaintiffs' Claims and Released Defendants' Claims. It is the intention of the Parties that the Settlement eliminate all further risk and liability relating to the Released Plaintiffs' Claims and Released Defendants' 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 Released Defendants' Claims, including without limitation any third party or alleged joint tortfeasors' claims for contribution, in accordance with 10 *Del. C.* § 6304(b) and any related or similar laws, statutes or provisions, whether denominated as contribution, indemnification or otherwise.

20. 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 alleged tortfeasors for contribution, whether denominated as contribution, indemnification, or otherwise.

**F. Submission of the Settlement to the Court for Approval**

21. As soon as practicable after this Stipulation has been executed, Named Plaintiffs and Defendants 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”), which includes a Plan of Allocation, 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 Parties that the Judgment be entered in all material respects in the form attached hereto as Exhibit D, and (iii) Plaintiffs’ Counsel’s application for an award of attorneys’ fees and expenses, and (iv) any objections to any of the foregoing. The Parties agree to take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order. The Parties shall jointly request at the Settlement Hearing that the Judgment be entered, and the Parties shall take all reasonable and appropriate steps to obtain Final entry of the Judgment in all material respects in the form attached hereto as Exhibit D.

**G. Conditions of Settlement**

22. This Settlement shall be subject to the following conditions, which the Parties shall use their best efforts to achieve:

(a) the Court enters the Scheduling Order in all material respects in the form attached hereto as Exhibit A;

(b) the Parties have complied with their other obligations set forth herein;

(c) the Settlement Amount shall have been deposited in the Account according to Paragraph 2 above; and

(d) the Effective Date shall have occurred.

**H. Attorneys' Fees and Expenses**

23. Plaintiffs' Counsel will apply for an award of attorneys' fees in an aggregate amount not to exceed 25% of the Settlement Amount plus reimbursement of expenses incurred in connection with the Action (the "Fee Application"), which application will be wholly inclusive of any request for attorneys' fees and expenses on behalf of any Class Member or his, her, or its counsel in connection with the Settlement. Defendants shall not oppose the Fee Application.

24. Any award pursuant to the Fee Application shall be paid out of, and not be in addition to, the Settlement Fund.

25. Prior to disbursement of the Net Settlement Amount, and in any event within five (5) business days of the entry of an Order by the Court awarding attorneys' fees and expenses to Plaintiffs' Counsel, the Escrow Agent shall

disburse from the Settlement Fund to Plaintiffs' Counsel an amount equal to the Fee and Expense Award. In the event that (i) the Effective Date does not occur, (ii) this Stipulation is disapproved, canceled or terminated pursuant to its terms, (iii) the Settlement otherwise does not become Final for any reason, or (iv) the Fee and Expense Award is disapproved, reduced, reversed or otherwise modified, as a result of any further proceedings including any successful collateral attack, then Plaintiffs' Counsel shall, within five (5) business days after Plaintiffs' Counsel receives notice of any such failure of the Effective Date to occur, termination of the Stipulation, failure of the Settlement to become Final, or disapproval, reduction, reversal or other modification of the Fee and Expense Award, return to the Account, as applicable, either the entirety of the Fee and Expense Award or the difference between the attorneys' fees and expenses awarded by the Court in the Fee and Expense Award on the one hand, and any attorneys' fees and expenses ultimately and finally awarded on appeal, further proceedings on remand or otherwise on the other hand.

26. 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.

27. 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.

28. Defendants 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.

**I. Taxes**

29. The 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 its successor-in-interest) 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, 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.

30. All Taxes and expenses and costs incurred in connection with the operation and implementation of this Section I (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 I (“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.

31. 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 the Defendants, 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 Treas. Reg. §1.468B-2(1)(2)); neither Defendants nor the Released Defendant Parties are responsible therefor nor shall they have any liability with respect thereto. The 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 I.

**J. Termination of Settlement; Effect of Termination**

32. Any Party shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so to all other Parties within ten (10) business days of (a) the Court’s declining to enter the Scheduling Order in any material respect; (b) the Court’s declining to enter the Judgment approving the settlement, in any material respect, (c) modification or reversal of the Judgment approving the Settlement, in any material respect on or following

appellate review, remand, collateral attack or other proceedings, or (d) failure to satisfy any of the other conditions of Section G.

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

34. 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 Settlement Amount deposited into the Account shall be refunded (less any Administrative Costs, Taxes, and Tax Expenses that have been incurred) by the Escrow Agent to the Fund Defendants' insurers and to the Existing Merger Escrow Account in proportion to their respective contributions (as described in Paragraph 2) within ten (10) business days after such cancellation or termination, pursuant to written instructions by Defendants' counsel.

35. 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 Defendants otherwise does not become Final for any reason, Named Plaintiffs and Defendants shall be deemed to have reverted to their respective litigation status immediately prior to June 5, 2018.

36. 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 become Final for any reason, then the Parties shall proceed as if the 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.

**K. Miscellaneous Provisions**

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

38. 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 Defendants or their successors-in-interest.

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

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

41. This Stipulation shall not be construed more strictly against one 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 Parties, it being recognized that it is the result of arm's-length negotiations between the Parties, and all Parties have contributed substantially and materially to the preparation of this Stipulation.

42. Named Plaintiffs, on behalf of themselves and the other Released Plaintiff Parties, agree not to assert, whether or not for attribution, that the Action was brought or prosecuted by Named Plaintiffs or defended by the Defendants in

bad faith or without a reasonable basis. Defendants, on behalf of themselves and other Released Defendant Parties, agree not to assert against Named Plaintiffs or the Released Plaintiff Parties, whether or not for attribution, that the Action was brought or prosecuted by Named Plaintiffs or defended by the Defendants in bad faith or without a reasonable basis.

43. Defendants deny any and all allegations of wrongdoing, fault, liability or damage in the Action. The 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 Defendants 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, Defendants, any Class Member or any of the Released Defendant Parties or Released Plaintiff Parties, or any damages or injury to Named Plaintiffs, Defendants, 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, (a) shall (i) 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 of merit of any claim, or lack of damages to Named Plaintiffs or any other Class Member, or (ii) 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 (b) shall otherwise be admissible, referred to or used in any proceeding of any nature, for any purpose whatsoever; provided, however, that the Stipulation and 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 the Stipulation and Judgment has res judicata, collateral estoppel or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and 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.

44. 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 and expenses to Plaintiffs' Counsel and enforcing the terms of this Stipulation.

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

46. 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.

47. The waiver by Named Plaintiffs or Defendants 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.

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

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

50. The 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.

51. Named Plaintiffs and Counsel for Plaintiffs represent and warrant that Named Plaintiffs are members of the Class and that none of Plaintiffs' claims or causes of action referred to in this Stipulation have been assigned, encumbered, or otherwise transferred in whole or in part.

52. 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.

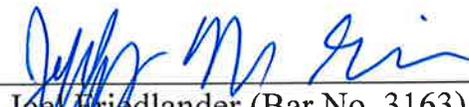
53. This Stipulation is and shall be binding upon and shall inure to the benefit of the Released Defendant Parties and the Released Plaintiff Parties (including the Class Members) and the respective legal representatives, heirs, executors, administrators, transferees, successors and assigns of all such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

54. This Stipulation, the Settlement, and any and all disputes arising out of or relating in any way to this Stipulation or 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.

55. Any action or proceeding to enforce any of the terms of the Stipulation or Settlement, or any other action or proceeding among the 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 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 the Court, then in any forum or venue other than any other state or federal court sitting in Wilmington, Delaware). Each Party hereto (1) consents to personal jurisdiction in any such action (but in no other action) brought in this Court; (2) consents to service of process by registered mail upon such party and/or such party's agent; (3) waives any objection to venue in this Court and any claim that Delaware or this Court is an inconvenient forum; and (4) EXPRESSLY WAIVES ANY RIGHT TO DEMAND A JURY TRIAL AS TO ANY DISPUTE DESCRIBED IN THIS PARAGRAPH.

FRIEDLANDER & GORRIS, P.A.



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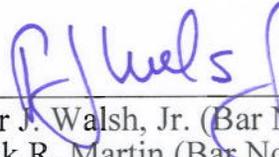
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Dated: August 15, 2018