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William E. Sullivan, and Simon M. Turner

DISTRICT COURT
CLARK COUNTY, NEVADA

16 IN RE CLUBCORP HOLDINGS
17 SHAREHOLDER LITIGATION

CASE NO.: A-17-758912-B
DEPT NO.: XI

STIPULATION OF SETTLEMENT

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1 This Stipulation of Settlement (the “Stipulation”), is made and entered into by and among
2 the following parties to the above-captioned consolidated litigation (the “Consolidated Action”):
3 (i) Plaintiffs Haowen Meng, Dan Balschak, and Richard Baum (“Named Plaintiffs”) (on behalf of
4 themselves and each of the Settlement Class Members), by and through their counsel of record,
5 and (ii) Defendants John A. Beckert, Douglas H. Brooks, Eric L. Affeldt, Janet Grove, Arthur J.
6 Lamb, Louis J. Grabowsky, Emanuel R. Pearlman, Margaret M. Spellings, William E. Sullivan,
7 and Simon M. Turner (“Defendants”), by and through their counsel of record. Upon and subject
8 to the terms and conditions hereof, Named Plaintiffs, on behalf of themselves and the Settlement
9 Class Members, on the one hand, and Defendants, on the other hand, intend this Stipulation and
10 its Exhibits to be a final and complete resolution of all disputes between them with respect to the
11 Consolidated Action on the terms set forth herein.

12 **I. THE CONSOLIDATED ACTION**

13 This Consolidated Action arises from the sale of ClubCorp Holdings, Inc. (“ClubCorp” or
14 “MYCC”) to affiliates of funds managed by Apollo Global Management (“Apollo”) for
15 approximately \$1.1 billion, which was completed on September 18, 2017 (the “Merger”). On
16 July 9, 2017, MYCC and Apollo announced that they had entered into an Agreement and Plan of
17 Merger (the “Merger Agreement”) whereby Apollo would acquire MYCC for \$1.1 billion in a
18 cash transaction, subject to various conditions, including the voting approval of MYCC
19 shareholders.

20 Between July 25, 2017 and August 16, 2017, five proposed class actions were filed by
21 alleged shareholders of MYCC against various Defendants in the District Court for the County of
22 Clark, State of Nevada (the “Court”): *Meng v. ClubCorp Holdings, Inc., et al.*, Case No. A-17-
23 758912-B (“*Meng Action*”); *Blaschak v. Beckert, et al.*, Case No. A-17-759270-B (“*Blaschak*
24 *Action*”); *McNally v. Beckert, et al.*, Case No. A-17-759271-B (“*McNally Action*”)¹; and *Baum v.*
25 *Affeldt, et al.*, Case No. A-17-759227 (“*Baum Action*”); and *Solak v. Affeldt*, Case No. A-17-
26 759987-B (“*Solak Action*”). The complaints in these actions generally allege, among other
27 things, that Defendants breached their fiduciary duties and/or aided and abetted the same by

28 ¹ The *McNally Action* was voluntarily dismissed by McNally on October 3, 2017.

1 issuing materially false and/or misleading disclosures and omissions in connection with the
2 Merger and by agreeing to sell MYCC to Apollo through an unfair process and at an unfair price.

3 On August 8, 2017, ClubCorp filed with the United States Securities and Exchange
4 Commission (the “SEC”) a Definitive Proxy Statement Pursuant to Section 14(a) of the Securities
5 Exchange Act of 1934 (the “Definitive Proxy”) which, among other things, summarizes the
6 Merger Agreement and provides an account of the events leading up to the execution of the
7 Merger Agreement and a summary of the financial analyses provided by the financial advisors,
8 Jefferies LLC and Wells Fargo Securities, LLC (the “Financial Advisors”), to ClubCorp’s board
9 of directors, and announced that special meeting of ClubCorp’s stockholders would be held on
10 September 15, 2017 to vote on the Merger as contemplated by the Merger Agreement (the
11 “Stockholder Vote”).

12 On August 16, 2017, the parties to the *Meng, Baum, Balschak* and *McNally* actions,
13 submitted to the Court a Stipulation and Order Consolidating Cases for All Purposes and
14 Appointing Co-Lead Counsel and Co-Liaison Counsel, which was entered by the Court on
15 August 22, 2017 (“Consolidation Order”). The Consolidation Order designated a master caption
16 of *In re ClubCorp Holdings Shareholder Litig.*, Case No. A-17-758912-B for related ClubCorp
17 stockholder litigation, and appointed Wolf Haldenstein Adler Freeman & Herz LLP and
18 Monteverde & Associates PC as co-lead counsel for Plaintiffs (“Co-Lead Counsel”) and Albright,
19 Stoddard, Warnick & Albright and Muckleroy Lunt, LLC as co-liaison counsel (“Co-Liaison
20 Counsel”) on behalf of the proposed class of ClubCorp stockholders.

21 On August 25, 2017, the parties to the Consolidated Action entered into a Stipulation
22 Confidentiality Agreement and Protective Order to govern discovery proceedings in the
23 Consolidated Action.

24 In August and September 2017, Co-Lead Counsel and Co-Liaison Counsel conducted
25 discovery that included a review of internal, non-public documents from ClubCorp such as
26 ClubCorp Board minutes and presentations made to the ClubCorp Board by ClubCorp’s Financial
27 Advisors relevant to the claims asserted in the Consolidated Action.

1 On September 6, 2017, at the urging of Plaintiffs’ Co-Lead Counsel, ClubCorp made
2 certain supplemental disclosures identified in a Current Report on Form 8-K filed with the SEC,
3 which formed a Proxy Supplement.

4 On September 15, 2017, a Special Meeting of MYCC stockholders was held to vote on the
5 Merger. Of 65,546,452 shares outstanding, 52,612,986 shares voted, and of those shares,
6 51,495,795 voted in favor of the Merger.

7 On September 18, 2017, the Merger closed.

8 On September 20, 2017, Co-Lead and Co-Liaison Counsel informed the Court that “the
9 parties have reached an agreement-in-principle . . . that provides for partial settlement of the
10 Action.”

11 On October 9, 2017, Co-Lead and Co-Liaison Counsel informed the Court that Plaintiffs
12 had determined to “withdraw from the MOU” and “intend to prosecute the consolidated action.”

13 On October 10, 2017, Named Plaintiffs filed a Consolidated Amended Complaint for
14 Breach of Fiduciary Duty and Aiding and Abetting, which named the Director Defendants,
15 Apollo and ClubCorp as defendants.

16 On January 26, 2018, following additional proceedings related to a petition to intervene
17 and modify lead counsel, which motions were denied, Named Plaintiffs filed a Second
18 Consolidated Amended Complaint for Breach of Fiduciary Duty and Aiding and Abetting.

19 On February 23, 2018, Defendants filed a Motion to Dismiss the Second Consolidated
20 Amended Complaint pursuant to NRCP 12(b)(5). ClubCorp and Apollo also filed Motions to
21 Dismiss.

22 On May 24, 2018, following a hearing, the Court granted the Motions to Dismiss by
23 ClubCorp and Apollo and, following an oral motion for additional discovery by Plaintiffs,
24 continued the Director Defendants’ Motion to Dismiss in order to allow Plaintiffs to conduct
25 focused discovery on several disclosure issues.

26 From June to August 2018, Defendants made rolling document productions consisting of
27 approximately 27,000 pages of documents from central collected sources and ediscovery searches
28 from four custodians.

1 On October 4, 2018, the parties participated in a confidential mediation of the
2 Consolidated Action before Jed Melnick, Esq. in the offices of Simpson Thacher & Bartlett LLP
3 in New York, New York (the “Mediation”). In connection with the Mediation, Co-Lead Counsel
4 and Defendants’ counsel have engaged in arm’s-length negotiations, and on October 5, 2018,
5 reached an agreement in principle to settle the Consolidated Action.

6 **II. DEFENDANTS’ DENIALS OF WRONGDOING AND LIABILITY**

7 Defendants have denied and continue to deny each and all of the claims and contentions
8 alleged by Plaintiffs in the Consolidated Action. Defendants have expressly denied and continue
9 to deny all charges of wrongdoing or liability against them arising out of any of the conduct,
10 statements, acts, or omissions alleged, or that could have been alleged, in the Consolidated
11 Action. Defendants also have denied and continue to deny, *inter alia*, that Plaintiffs or the
12 Settlement Class Members have suffered damages or were otherwise harmed by the conduct
13 alleged in the Consolidated Action.

14 Nonetheless, Defendants have concluded that further litigation could be protracted and
15 expensive, and that it is desirable that the Consolidated Action be fully and finally settled
16 pursuant to the terms and conditions set forth in this Stipulation. Defendants also have taken into
17 account the uncertainty and risks inherent in any litigation, especially in complex cases like the
18 Consolidated Action. Defendants have, therefore, determined that it is desirable and beneficial
19 that the Consolidated Action be settled pursuant to the terms and conditions set forth in this
20 Stipulation.

21 **III. CLAIMS OF PLAINTIFFS AND BENEFITS OF SETTLEMENT**

22 The Named Plaintiffs believe that the claims asserted in the Consolidated Action have
23 merit. However, the Named Plaintiffs and Co-Lead and Co-Liaison Counsel recognize and
24 acknowledge the expense and length of continued proceedings necessary to prosecute the
25 Consolidated Action against Defendants through trial and through appeals. The Named Plaintiffs
26 and Co-Lead and Co-Liaison Counsel also have taken into account the uncertain outcome and the
27 risk of any litigation, especially in complex actions such as the Consolidated Action, as well as
28 the difficulties and delays inherent in such litigation. The Named Plaintiffs and Co-Lead and Co-

1 Liaison Counsel also are mindful of the inherent problems of proof of, and possible defenses to,
2 the claims asserted in the Consolidated Action. The Named Plaintiffs and Co-Lead and Co-
3 Liaison Counsel believe that the Settlement set forth in this Stipulation confers substantial
4 benefits upon the Settlement Class and is in the best interest of the Settlement Class.

5 **IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

6 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among
7 Named Plaintiffs (on behalf of themselves and each of the Settlement Class Members) and
8 Defendants, by and through their respective counsel of record, that, subject to the approval of the
9 Court, the Consolidated Action and the Released Claims shall be finally and fully compromised,
10 settled, and released, and the Consolidated Action shall be dismissed with prejudice, upon and
11 subject to the terms and conditions of the Stipulation, as follows.

12 **1. Definitions**

13 As used in this Stipulation, the following terms have the meanings specified below:

14 1.1 “Apollo Parties” means Apollo Global Management, LLC, Apollo Investment
15 Fund VIII, L.P., Apollo Overseas Partners (Delaware 892) VIII, L.P., Apollo Overseas Partners
16 (Delaware) VIII, L.P. and Apollo Overseas Partners VIII, L.P., (together with their alternative
17 investment vehicles, the “Apollo Funds”), Apollo’s legal advisors Paul, Weiss, Rifkind, Wharton
18 & Garrison LLP and Pisanelli Bice, PLLC, Constellation Club Parent, Inc. and Constellation
19 Merger Sub Inc.

20 1.2 “Authorized Claimant” means any Settlement Class Member whose claim for
21 recovery has been allowed pursuant to the terms of the Stipulation.

22 1.3 “Claimant” means any Settlement Class Member who: (a) was a record holder or
23 beneficial owner of MYCC common stock at the consummation of the Merger on September 18,
24 2017 and (b) files a Proof of Claim and Release in such form and manner, and within such time,
25 as the Court shall prescribe.

26 1.4 “Claims” means any claims, debts, disputes, demands, rights, actions, causes of
27 action, potential actions, liabilities, damages, losses, obligations, duties, costs, expenses,
28 penalties, sanctions, sums of money due, judgments, decrees, matters, agreements, suits, amounts,

1 issues, controversies and charges of any kind, nature or description whatsoever (including, but not
2 limited to, any claims for interest, attorneys’ fees, expert or consulting fees, and any other costs,
3 expenses, amounts or liabilities whatsoever), whether based on United States federal, state or
4 local statutory or common law or any other law, rule or regulation, whether foreign or domestic,
5 fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured
6 or unmatured, foreseen or unforeseen, whether class, individual or derivative in nature, including
7 both known claims and Unknown Claims (as defined below).

8 1.5 “ClubCorp Parties” means ClubCorp Holdings, Inc., ClubCorp’s Financial
9 Advisors Jefferies LLC and Wells Fargo Securities, LLC, and ClubCorp’s legal advisors,
10 Simpson Thacher & Bartlett LLP and Brownstein Hyatt Farber Schreck, LLP.

11 1.6 “Effective Date” means the first date by which all of the events specified in ¶ 7.1
12 of the Stipulation have been met and have occurred.

13 1.7 “Escrow Agent” means Co-Lead Counsel or either of them as may be designated
14 as such by both Co-Lead Counsel.

15 1.8 “Final” means the later of: (i) the expiration of the time for the filing of notice of
16 any appeal of the entry of the Judgment or Alternate Judgment by the Court in the Consolidated
17 Action; (ii) the date of the final affirmance of any appeals therefrom, including reargument of any
18 such appeals; or (iii) the expiration of the time for petitions for review or reconsideration, and, if
19 review is granted, the date of final affirmance following review or the final dismissal of any
20 appeals or proceedings or review of the entry of the Judgment or Alternate Judgment by the Court
21 in the Consolidated Action.

22 1.9 “Judgment” means the final judgment to be rendered by the Court, substantially in
23 the form and content attached hereto as Exhibit B.

24 1.10 “Notice Order” means the preliminary order as approved by the Court for mailing
25 of notice of the Settlement to the Settlement Class, substantially in the form and content attached
26 hereto as Exhibit A.

27 1.11 “Person” means an individual, corporation, limited liability company, professional
28 corporation, limited liability partnership, partnership, limited partnership, association, joint stock

1 company, estate, legal representative, trust, unincorporated association, government or any
2 political subdivision or agency thereof, and any business or legal entity and their spouses, heirs,
3 predecessors, successors, representatives, or assignees.

4 1.12 “Plaintiffs” means any plaintiff who filed a complaint in the Consolidated Action.

5 1.13 “Plaintiffs’ Counsel” means counsel who have appeared for any plaintiff who filed
6 a complaint in the Consolidated Action.

7 1.14 “Plan of Allocation” means the allocation of the Settlement Fund whereby the
8 Settlement Fund shall be distributed to Authorized Claimants after payment of Taxes and Tax
9 Expenses, and such attorneys’ fees, costs, expenses, Incentive Awards, and interest as may be
10 awarded by the Court in proportion to the number of MYCC shares they held record holders or
11 beneficial owners of MYCC at the close of business on September 18, 2017. Any Plan of
12 Allocation is not part of the Stipulation and the Defendants shall have no responsibility or liability
13 with respect thereto.

14 1.15 “Released Claims” shall collectively mean any and all Claims, by any Plaintiffs or
15 Settlement Class Member in his, her, or its capacity as an MYCC common stockholder during the
16 Settlement Class Period against the Defendants’ Released Parties that (i) concern, are based on,
17 arise out of or in any way relate to the allegations, transactions, facts, matters, events, disclosures,
18 non-disclosures, statements, occurrences, representations, acts or omissions or failures to act that
19 have been or could have been alleged in the Consolidated Action; (ii) would have been barred by
20 *res judicata* had the Consolidated Action been fully litigated to a final judgment; (iii) concern, are
21 based on, arise out of or in any way relate to the Merger or any actions, deliberations or
22 negotiations in connection with the Merger; (iv) concern, are based on, arise out of or in any way
23 relate any disclosures, SEC filings, public filings, periodic reports, press releases, proxy
24 statements or other statements issued, made available or filed relating, directly or indirectly, to the
25 Merger, including, without limitation, claims under any and all federal securities laws (including
26 those within the exclusive jurisdiction of the federal courts); (v) concern, are based on, arise out
27 of or in any way relate to the fiduciary duties and obligations of the Released Parties in
28 connection with the Merger; (vi) concern, are based on, arise out of or in any way relate to the

1 fees, expenses or costs incurred in prosecuting, defending or settling the Consolidated Action; or
2 (vii) concern, are based on, arise out of or in any way relate to any deliberations, negotiations,
3 representations, omissions or other conduct leading up to the execution of the Stipulation. The
4 Released Claims shall not include claims to enforce the Settlement.

5 1.16 “Released Defendants’ Claims” means any and all Claims by any of the
6 Defendants or their successors or assigns against the Plaintiffs, any of the Settlement Class
7 Members, Plaintiffs’ Counsel, including Co-Lead and Co-Liaison Counsel, and their respective
8 heirs, executors, administrators, successors and assigns, which arise out of or relate to or are
9 based on the institution, prosecution, or settlement of the Consolidated Action. The Released
10 Defendants’ Claims shall not include claims to enforce the Settlement.

11 1.17 “Released Parties” means (i) Defendants, (ii) ClubCorp Parties, (iii) Apollo
12 Parties, (iv) any and all of their past, present and future family members, spouses, parent entities,
13 associates, affiliates, subsidiaries, predecessors, successors and/or assigns, and (v) the past,
14 present and future officers, directors, executives, partners, stockholders, representatives,
15 employees, attorneys, financial or investment advisors, underwriters, consultants, accountants,
16 auditors, investment bankers, commercial bankers, brokers, dealers, lenders, insurers, co-insurers,
17 reinsurers, advisors, agents, fiduciaries, heirs, executors, beneficiaries, distributees, foundations,
18 trusts, trustees, general or limited partners or partnerships, joint ventures, limited liability
19 companies, corporations, member firms, divisions, associated entities, principals, managing
20 directors, members, managers, entities providing any fairness opinion, personal representatives,
21 estates, administrators, predecessors, predecessors in interest, successors, successors in interest,
22 assigns and/or any other representatives of each of the foregoing.

23 1.18 “Settlement” means the settlement of the Consolidated Action set forth in this
24 Stipulation.

25 1.19 “Settlement Administrator” means the firm of EPIQ.

26 1.20 “Settlement Class” means a class pursuant to Nevada Rule of Civil Procedure 23,
27 for settlement purposes only, consisting of all Persons (other than those Persons who timely and
28 validly request exclusion from the Settlement Class) who were record holders or beneficial

1 owners of MYCC common stock during the Settlement Class Period (defined below). Excluded
2 from the Settlement Class are Defendants, their immediate family members, any entity in which
3 Defendants had a majority ownership interest during the Settlement Class Period, the ClubCorp
4 Parties, and the Apollo Parties. For purposes of clarification, any investment company or pooled
5 investment fund, including, but not limited to, mutual fund families, exchange-traded funds, fund
6 of funds and hedge funds, in which any of the Defendants has or may have a direct or indirect
7 interest, or as to which its affiliates may act as an investment advisor but of which any Defendant
8 or any of its respective affiliates is not a majority owner or does not hold a majority beneficial
9 interest shall not be deemed an excluded person or entity.

10 1.21 “Settlement Class Member” means a Person who falls within the definition of the
11 Settlement Class.

12 1.22 “Settlement Class Period” means the period between and including July 10, 2017
13 and the date of consummation of the Merger on September 18, 2017, inclusive.

14 1.23 “Settlement Fund” means the principal amount of Five Million Dollars
15 (\$5,000,000.00) in cash, plus any accrued interest.

16 1.24 “Settling Parties” means, collectively, Defendants and the Named Plaintiffs on
17 behalf of Plaintiffs and the Settlement Class Members.

18 1.25 “Unknown Claims” means any Released Claims that Plaintiffs or any Settlement
19 Class Member does not know or suspect to exist in his, her or its favor at the time of the release
20 of the Released Parties, and any Released Defendants’ Claims that a Defendant does not know or
21 suspect to exist in his, her or its favor, which, if known by him, her or it, might have affected his,
22 her or its decision(s) to enter into this Settlement and the releases set forth in this Stipulation or to
23 object or not to object to the Settlement. With respect to any and all Released Claims and
24 Released Defendants’ Claims, the Settling Parties stipulate and agree that, upon the Effective
25 Date, Plaintiffs and Defendants shall expressly waive, and each of the Settlement Class Members
26 and Released Parties shall be deemed to have, and by operation of the Judgment shall have,
27 expressly waived the provisions, rights, and benefits conferred by any law of any state or territory
28

1 of the United States, or principle of common law, which is similar, comparable or equivalent to
2 California Civil Code §1542, which provides:

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

8 Plaintiffs and the Settlement Class Members acknowledge that they may hereafter discover facts
9 in addition to or different from those that any of them now knows or believes to be true related to
10 the subject matter of the Released Claims, but it is their intention to fully, finally, and forever
11 settle and release any and all Released Claims, known or unknown, suspected or unsuspected,
12 contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore
13 have existed upon any theory of law or equity now existing or coming into existence in the future,
14 including, but not limited to, conduct that is negligent, intentional, with or without malice, or a
15 breach of any duty, law or rule, without regard to the subsequent discovery or existence of such
16 different or additional facts. Similarly, Defendants and the Released Parties may hereafter
17 discover facts in addition to or different from those that they now know or believe to be true
18 related to the subject matter of the Released Defendants' Claims, but it is their intention to fully,
19 finally, and forever settle and release any and all Released Defendants' Claims, known or
20 unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or
21 hidden, which now exist, or heretofore have existed upon any theory of law or equity now
22 existing or coming into existence in the future, including, but not limited to, conduct that is
23 negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard
24 to the subsequent discovery or existence of such different or additional facts. The Settling Parties
25 acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment
26 to have acknowledged, that the inclusion of Unknown Claims in the definitions of Released
27 Claims and Released Defendants' Claims was separately bargained for and is a key element of the
28 Settlement of which these releases are a part.

2. **The Settlement**

a. **The Settlement Fund and Other Settlement Consideration**

1 2.1 The principal amount of Five Million Dollars (\$5,000,000.00) (plus any accrued
2 interest) shall constitute the Settlement Fund, which shall be held in an interest bearing account
3 maintained by the Escrow Agent in settlement of the Consolidated Action. Defendants shall
4 cause the \$5,000,000.00 to be deposited into an interest bearing account designated by the Escrow
5 Agent within twenty (20) calendar days after the later of (i) entry of the Notice Order or
6 materially similar order preliminarily approving the Settlement (“Due Date”) or (ii) receipt of
7 payment instructions. Defendants shall cause the amount to be paid by check and/or wire
8 transfer.

9 In addition, on September 6, 2017, at the urging of Plaintiffs’ Co-Lead Counsel, ClubCorp
10 made certain supplemental disclosures identified in a Current Report on Form 8-K filed with the
11 SEC, which formed a Proxy Supplement.

12 **b. The Escrow Agent**

13 2.2 The Escrow Agent shall invest the Settlement Fund deposited pursuant to ¶ 2.1
14 above in short-term instruments backed by the full faith and credit of the United States
15 Government or fully insured by the United States Government or an agency thereof and shall
16 reinvest the proceeds of these instruments as they mature in similar instruments at their then
17 current market rates. In the event that the yield on such instruments is negative, in lieu of
18 purchasing such instruments, all or any portion of the funds held by the Escrow Agent may be
19 deposited in a non-interest bearing account that is fully insured by the FDIC. The Settlement
20 Fund shall bear all risks related to investments made in accordance with the guidelines set forth in
21 this paragraph.

22 2.3 The Escrow Agent shall not disburse the Settlement Fund except as provided in the
23 Stipulation, by an order of the Court, or with the written agreement of counsel for Defendants and
24 Co-Lead Counsel.

25 2.4 Subject to further order and/or directions as may be made by the Court, the Escrow
26 Agent is authorized to execute such transactions on behalf of the Settlement Class Members as
27 are consistent with the terms of the Stipulation.
28

1 2.5 All funds held by the Escrow Agent shall be deemed and considered to be *in*
2 *custodia legis*, and shall remain subject to the jurisdiction of the Court, until such time as such
3 funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

4 **c. Taxes**

5 2.6 The Settling Parties and their counsel agree that the Settlement Fund should be
6 treated as being at all times a “qualified settlement fund” within the meaning of Treas. Reg.
7 §1.468B-1. The Settling Parties shall not take a position in any filing or before any tax authority
8 inconsistent with such treatment. In addition, the Escrow Agent shall timely make such elections
9 as necessary or advisable to carry out the provisions of this ¶ 2.6, including the “relation-back
10 election” (as defined in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such elections
11 shall be made in compliance with the procedures and requirements contained in such regulations.
12 It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the
13 necessary documentation for signature by all necessary parties, and thereafter to cause the
14 appropriate filing to occur. The Escrow Agent shall obtain and provide to Defendants the
15 Settlement Fund’s federal taxpayer identification number before the Due Date.

16 a. For the purpose of §468B of the Internal Revenue Code of 1986, as
17 amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow
18 Agent. The Escrow Agent shall timely and properly file all informational and other tax returns
19 necessary or advisable with respect to the Settlement Fund (including, without limitation, the
20 returns described in Treas. Reg. §1.468B-2(k)(1)). Such returns (as well as the election described
21 in this ¶ 2.6) shall be consistent with this ¶ 2.6 and in all events shall reflect that all Taxes
22 (including any estimated Taxes, interest or penalties) on the income earned by the Settlement
23 Fund shall be paid out of the Settlement Fund as provided in ¶ 2.6(b) hereof.

24 b. All Taxes (including any estimated taxes, interest or penalties) arising with
25 respect to the income earned by the Settlement Fund (“Taxes”) shall be paid out of the Settlement
26 Fund. Expenses and costs incurred in connection with the operation and implementation of this
27 ¶ 2.6 (including, without limitation, expenses of tax attorneys and/or accountants, and mailing
28 and distribution costs and expenses relating to filing (or failing to file) the returns described in

1 this ¶ 2.6) (“Tax Expenses”) shall be paid out of the Settlement Fund without approval of the
2 Defendants or the Court. In all events neither Defendants nor their counsel shall have any
3 liability or responsibility for the Taxes or the Tax Expenses. The Escrow Agent shall indemnify
4 and hold Defendants and their counsel harmless for Taxes and Tax Expenses (including, without
5 limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax
6 Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund
7 and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from
8 the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the
9 contrary) to withhold from any distribution to Settlement Class Members any funds necessary to
10 pay such amounts, including the establishment of adequate reserves for any Taxes and Tax
11 Expenses (as well as any amounts that may be required to be withheld under Treas. Reg.
12 §1.468B-2(l)(2)); neither Defendants, their insurance carriers, nor their counsel are responsible,
13 nor shall they have any liability, therefor. The Settling Parties agree to cooperate with the Escrow
14 Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to
15 carry out the provisions of this ¶ 2.6.

16 2.7 The Settlement Administrator with such supervision of Co-Lead Counsel or the
17 Court, as the circumstances may require, shall administer the Settlement, including providing
18 notice to the Settlement Class, locating Settlement Class Members, soliciting claims, assisting
19 with the filing of claims, administering and distributing the Settlement Fund to Authorized
20 Claimants, and processing Proof of Claim and Release forms (“Notice and Administration of the
21 Settlement”). All costs and expenses associated with providing notice to the Settlement Class
22 shall be paid from the Settlement Fund. The Escrow Agent shall pay from the Settlement Fund
23 all costs and expenses, on a monthly basis as they are incurred, associated with the administration
24 of the Settlement, including, but not limited to, assisting with the filing of claims, determining
25 whether a claimant is an Authorized Claimant, administering and distributing the Settlement Fund
26 to Authorized Claimants, and processing Proof of Claim and Release forms.

1 **d. Termination of the Settlement**

2 2.8 In the event that the Stipulation is not approved, or is terminated, canceled, or the
3 Effective Date does not occur, the Settlement Fund (including accrued interest) less any expenses
4 of up to actually incurred or due and owing in connection with providing notice to the Settlement
5 Class, locating Settlement Class Members, or paying escrow fees and costs, if any and any Taxes
6 or Tax Expenses, if any, provided for herein, all duly accounted for, shall be refunded directly to
7 Defendants or the contributing insurers, in proportion to their contributions to the Settlement
8 Fund, pursuant to their payment instructions within ten (10) business days upon written
9 instructions from Defendants’ counsel. No payment of cost or expenses actually paid for the
10 Notice and Administration of the Settlement shall be refunded to Defendants, their insurers or any
11 other Person who paid or incurred such costs. Any expenses or costs related to the Notice and
12 Administration of the Settlement which have been incurred, but not paid, shall be paid from the
13 Escrow Account before the remaining funds are returned to Defendants and/or their contributing
14 insurers.

15 **3. Notice Order and Settlement Hearing**

16 3.1 Promptly after execution of the Stipulation, the Settling Parties shall submit the
17 Stipulation together with its Exhibits to the Court and shall apply for entry of the order,
18 substantially in the form and content of Exhibit A hereto, requesting, *inter alia*, preliminary
19 approval of the Settlement set forth in the Stipulation, provisional certification of the Settlement
20 Class for settlement purposes only, and approval for the mailing of a settlement notice (the
21 “Notice”), substantially in the form and content of Exhibit A-1 hereto, by the Settlement
22 Administrator. The Notice shall include the general terms of the Settlement set forth in the
23 Stipulation, the general terms of the Fee and Expense Application as defined in ¶ 7.1 below, the
24 terms of the Plan of Allocation and the date of the Settlement Hearing as defined below. In
25 addition, a Summary Notice (“Summary Notice”), substantially in the form and content of Exhibit
26 A-2, shall be published by the Settlement Administrator in the *Investor’s Business Daily*, via *PR*
27 *Newswire* or other suitable online newswire, and on a website for the Settlement to be established
28 and maintained by the Settlement Administrator.

1 3.2 At least fourteen (14) days prior to the Settlement Hearing (defined below), Co-
2 Lead and Co-Liaison Counsel shall file with the Court an appropriate affidavit or declaration
3 from the Settlement Administrator with respect to preparing, filing, and disseminating the Notice
4 to potential Settlement Class Members.

5 3.3 Co-Lead Counsel shall request that after notice is given, the Court hold a hearing
6 (the “Settlement Hearing”) and approve the settlement of the Consolidated Action as set forth
7 herein and enter the Judgment. At or after the Settlement Hearing, Co-Lead and Co-Liaison
8 Counsel also will request that the Court approve the Fee and Expense Application and the Plan of
9 Allocation.

10 **4. Releases**

11 4.1 Upon the Effective Date, as defined in ¶ 1.7 hereof, Plaintiffs and each Settlement
12 Class Member shall be deemed to have, and by operation of the Judgment shall have, fully,
13 finally, and forever released, relinquished, and discharged all Released Claims against each of the
14 Released Parties.

15 4.2 Upon the Effective Date, as defined in ¶ 1.7 hereof, Defendants shall be deemed to
16 have, and by operation of the Judgment shall have, fully, finally, and forever released, Plaintiffs’
17 Counsel, Co-Lead and Co-Liaison Counsel and each and all of the Settlement Class Members
18 from all Released Defendants’ Claims.

19 **5. Stay of Consolidated Action**

20 5.1 Pending final determination of whether the Stipulation should be finally approved,
21 the Settling Parties agree that all aspects of the Consolidated Action between them will be stayed
22 except for activities related to the approval or enforcement of this Stipulation.

23 **6. Administration, Supervision and Distribution of the Settlement Fund**

24 6.1 The Escrow Agent shall oversee distribution of the Settlement Fund. The
25 Settlement Fund shall be applied as follows:

26 a. to pay the Taxes and Tax Expenses described in ¶ 2.6 above and any
27 escrow fees and costs, if any;

1 b. to pay Plaintiffs' Counsel's attorneys' fees, expenses, and costs set by the
2 Fee and Expense Award, if and to the extent allowed by the Court;

3 c. to pay the Incentive Awards to the Named Plaintiffs; and

4 d. to distribute the balance of the Settlement Fund ("Net Settlement Fund") to
5 Authorized Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court.

6 6.2 Within ninety (90) days after the mailing of the Notice or such other time as may
7 be set by the Court, each Person claiming to be an Authorized Claimant shall be required to
8 submit to the Settlement Administrator a completed Proof of Claim and Release form,
9 substantially in the form and content of Exhibit A-3 hereto, signed under penalty of perjury.

10 6.3 Except as otherwise ordered by the Court, all Settlement Class Members who fail
11 to timely submit a Proof of Claim and Release form within such period, or such other period as
12 may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any
13 payments pursuant to this Stipulation and the Settlement set forth herein, but will in all other
14 respects be subject to and bound by the provisions of this Stipulation, the releases contained
15 herein and the Judgment. Notwithstanding the foregoing, Co-Lead Counsel may, in its discretion,
16 accept for processing late filed claims so long as the distribution of the Net Settlement Fund to
17 Authorized Claimants is not materially delayed. No Person shall have any claim against
18 Defendants, Plaintiffs, their counsel or the Settlement Administrator by reason of the decision to
19 exercise discretion whether to accept the late-submitted claims.

20 6.4 No Person shall have any claim against Defendants, Plaintiffs, their counsel or the
21 Settlement Administrator based on the distributions made substantially in accordance with this
22 Stipulation and the Settlement contained herein, the Plan of Allocation or further order(s) of the
23 Court.

24 6.5 The Net Settlement Fund shall be distributed to the Authorized Claimants
25 substantially in accordance with a Plan of Allocation to be described in the Notice and approved
26 by the Court. However, if there is any balance remaining in the Net Settlement Fund after six (6)
27 months from the date of distribution of the Net Settlement Fund (whether by reason of tax
28 refunds, uncashed checks or otherwise), Co-Lead Counsel shall reallocate such balance among

1 Authorized Claimants in an equitable and economic fashion. Thereafter, any balance which still
2 remains in the Net Settlement Fund shall be donated to the [Legal Aid Center of Southern
3 Nevada].

4 6.6 The Released Parties shall have no responsibility for, interest in, or liability
5 whatsoever with respect to the investment or distribution of the Settlement Fund or the payment
6 or withholding of Taxes, or any losses incurred in connection therewith.

7 **7. Payment of Plaintiffs' Counsel's Attorneys' Fees and Litigation**
8 **Expenses and Incentive Payments to Named Plaintiffs**

9 7.1 Co-Lead and Co-Liaison Counsel may submit an application or applications (the
10 "Fee and Expense Application") for distributions to it from the Settlement Fund for attorneys'
11 fees and for payment of expenses and costs incurred in connection with prosecuting the
12 Consolidated Action plus any interest on such expenses and costs at the same rate and for the
13 same periods as earned by the Settlement Fund (until paid). Defendants will take no position on
14 such application.

15 7.2 The fees and expenses, as awarded by the Court, shall be paid to Co-Lead Counsel,
16 as ordered, immediately after the Court executes an order awarding such fees and expenses,
17 subject to Co-Lead Counsel's obligation to pay any refunds as required by ¶ 7.3 below. Co-Lead
18 Counsel may thereafter allocate the attorneys' fees among other Plaintiffs' Counsel in a manner
19 in which it in good faith believes reflects the contributions of such counsel to the initiation,
20 prosecution, and resolution of the Consolidated Action.

21 7.3 In the event attorneys' fees or expenses are awarded by the Court pursuant to ¶ 6.1
22 hereof and paid to Plaintiffs' Counsel from the Settlement Fund, all Plaintiffs' Counsel who
23 receive any payment of attorneys' fees or expenses agree that they accept payment subject to the
24 obligation of each Plaintiffs' Counsel (including their respective partners, shareholders and/or
25 firms) receiving payments to make repayment to the Settlement Fund within five (5) business
26 days from receiving notice from Defendants' counsel or from a court of appropriate jurisdiction
27 of the total amount required to be refunded, with accrued interest, in the event, for any reason
28 including, without limitation, appeal, further proceeding on remand or successful collateral attack,

1 the attorneys' fee or expense award is reduced or reversed. Furthermore, all Plaintiffs' Counsel
2 (including their respective partners, shareholders, and firms) agree that they remain subject to the
3 continuing jurisdiction of the Court for the purpose of enforcing their obligation to repay required
4 attorneys' fees and expenses to the Settlement Fund as provided in this paragraph.

5 7.4 The procedure for and the allowance or disallowance by the Court of any
6 applications by Co-Lead Counsel for costs, expenses or attorneys' fees to be paid out of the
7 Settlement Fund, are not part of the Settlement set forth in the Stipulation, and are to be
8 considered by the Court separately from the Court's consideration of the fairness, reasonableness,
9 and adequacy of the Settlement set forth in the Stipulation. Any order or proceeding relating to
10 any expense or fee application, or any appeal from any order relating thereto or reversal or
11 modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay the
12 finality of the Judgment approving the Stipulation and the settlement of the Consolidated Action
13 set forth therein.

14 7.5 The Named Plaintiffs may submit an application or applications (the "Incentive
15 Award Application") for incentive awards of up to \$3,000 each (the "Incentive Awards") to be
16 paid out of the Settlement Fund in recognition of their time and service to the Settlement Class in
17 prosecuting the Consolidated Action. Defendants take no position on the propriety of such
18 awards.

19 7.6 The Released Parties shall have no responsibility for, and no liability whatsoever
20 with respect to, any payment to Plaintiffs' Counsel or to the Named Plaintiffs from the Settlement
21 Fund.

22 7.7 The Released Parties shall have no responsibility for, and no liability whatsoever
23 with respect to, the allocation among Plaintiffs' Counsel, and/or any other Person who may assert
24 some claim thereto, of any fee or expense award that the Court may make in the Consolidated
25 Action.

26 **8. Conditions of Settlement, Effect of Disapproval, Cancellation or Termination**

27 8.1 The Effective Date of the Stipulation shall be conditioned on the occurrence of all
28 of the following events:

1 a. the contributions to the Settlement Fund as required by ¶ 2.1 hereof have
2 been made;

3 b. the Court has entered the Judgment, in all material respects in the form and
4 content of Exhibit B attached hereto, or a judgment in a form other than that provided above
5 (“Alternate Judgment”) acceptable to all of the Settling Parties; and

6 c. the Judgment or Alternate Judgment has become Final, as defined in ¶ 1.7
7 hereof.

8 8.2 Upon the occurrence of all of the events referenced in ¶ 8.1 hereof, any and all
9 remaining interest or right of Defendants or any Released Party in or to the Settlement Fund, if
10 any, shall be absolutely and forever extinguished.

11 8.3 If and only if all of the Defendants jointly elect to do so, the Defendants may
12 withdraw from the Settlement if any other action is commenced by Plaintiffs or Settlement Class
13 Members who have not opted out of the Settlement asserting any of the Released Claims, and
14 such action is not dismissed, or stayed in anticipation of dismissal, prior to the approval of the
15 Settlement.

16 8.4 If and only if all of the Defendants jointly elect to do so, the Defendants may
17 withdraw from the Settlement, in their sole discretion, in the event that persons or entities eligible
18 to participate in the Settlement and who held in the aggregate a number of shares equal to or
19 greater than the amount set forth in a separate, confidential Supplemental Agreement between
20 Plaintiffs and Defendants deliver timely and valid requests for exclusion from the Settlement
21 Class.

22 8.5 If all of the conditions specified in ¶ 8.1 hereof are not met, or if all of the
23 Defendants exercise their right to withdraw from the Settlement pursuant to ¶¶ 8.3 or 8.4 hereof,
24 then the Stipulation shall be canceled and terminated subject to ¶ 8.7 hereof unless Co-Lead
25 Counsel and counsel for the Defendants mutually agree in writing to proceed with the Stipulation.

26 8.6 Unless otherwise ordered by the Court, in the event the Stipulation shall terminate,
27 or be canceled, or shall not become effective for any reason, within ten (10) business days after
28 written notification of such event is sent by counsel for Defendants or Co-Lead Counsel, the

1 Settlement Fund (including accrued interest), less any notice and administration expenses and
2 costs paid or payable from the Settlement Fund, including Taxes and Tax Expenses, shall be
3 refunded pursuant to written instructions from counsel for Defendants. At the request of counsel
4 for Defendants, the Escrow Agent or its designee shall apply for any tax refund owed to the
5 Settlement Fund and pay the proceeds, after deduction of any fees or expenses incurred in
6 connection with such application(s) for refund, in accordance with written instructions from
7 counsel for Defendants.

8 8.7 In the event that the Stipulation is not approved by the Court or the Settlement set
9 forth in the Stipulation is terminated or fails to become effective in accordance with its terms, the
10 Settling Parties shall be restored to their respective positions in the Consolidated Action as of the
11 date of this Stipulation. In such event, the terms and provisions of the Stipulation shall have no
12 further force and effect with respect to the Settling Parties and shall not be used in the
13 Consolidated Action or in any other proceeding for any purpose, and any judgment or order
14 entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated,
15 *nunc pro tunc*. No order of the Court or modification or reversal on appeal of any order of the
16 Court concerning the allocation of any Settlement proceeds to the Settlement Class or the amount
17 of any attorneys' fees, costs, expenses, and interest awarded by the Court to Lead Plaintiff or any
18 of his counsel shall constitute grounds for cancellation or termination of the Stipulation. If the
19 Stipulation is terminated pursuant to its terms, neither Lead Plaintiff nor any of his counsel shall
20 have any obligation to repay any amounts actually paid or payable from the Settlement Fund for
21 Taxes, Tax Expenses and/or escrow fees.

22 8.8 Nothing in this Stipulation or the Notice Order or the Judgment or any of the
23 proceedings had in connection with the Settlement shall be taken as an admission or concession
24 that the Settlement Class or any other class could properly be certified if this Settlement were not
25 entered into. The Settling Parties agree that, in the event the Settlement is terminated or the
26 Effective Date does not occur for any reason, neither this Stipulation nor the Notice Order nor the
27 Judgment nor any of the proceedings had in connection with the Settlement shall be referred to or
28

1 offered into evidence to support any argument or contention that a class could or should be
2 certified in the Consolidated Action.

3 **9. Miscellaneous Provisions**

4 9.1 The Settling Parties: (a) acknowledge that it is their intent to consummate this
5 agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and
6 implement all terms and conditions of this Stipulation and to exercise their best efforts to
7 accomplish the foregoing terms and conditions of this Stipulation.

8 9.2 The Settling Parties represent and agree that the terms of the Settlement were
9 negotiated at arm's length and in good faith by the Settling Parties, and reflect a settlement that
10 was reached voluntarily based upon adequate information and sufficient discovery and after
11 consultation with experienced legal counsel.

12 9.3 Co-Lead Counsel represent that none of Named Plaintiff's claims or causes of
13 actions referred to in this Stipulation have been assigned, encumbered or otherwise transferred.
14 Named Plaintiffs represent that they were shareholders of MYCC at the consummation of the
15 Merger on September 18, 2017, and that they have not assigned, encumbered or in any manner
16 transferred in whole or in part the claims in the Consolidated Action.

17 9.4 If a case is commenced in respect to any Defendant (or any insurer contributing
18 funds to the Settlement Fund on behalf of any Defendant) under Title 11 of the United States
19 Code (Bankruptcy), or a trustee, receiver or conservator is appointed under any similar law, and
20 in the event of the entry of a final order of a court of competent jurisdiction determining the
21 transfer of money to the Settlement Fund or any portion thereof by or on behalf of a Defendant to
22 be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion
23 thereof is required to be returned, and such amount is not promptly deposited to the Settlement
24 Fund by or on behalf of Defendants, then, at the election of Co-Lead Counsel, the parties shall
25 jointly move the Court to vacate and set aside the releases given and Judgment entered in favor of
26 Defendants, which releases and Judgment shall be null and void, and the parties shall be restored
27 to their respective positions in the Consolidated Action immediately prior to the execution of this
28

1 Stipulation and any cash amounts in the Settlement Fund shall be returned as provided in ¶ 7.6
2 above.

3 9.5 Upon and subject to the terms and conditions hereof, the Named Plaintiffs, on
4 behalf of themselves and members of the Settlement Class, and Defendants intend this Settlement
5 to be a final and complete resolution of all disputes among them with respect to the Consolidated
6 Action. The Settlement compromises claims that are contested and shall not be deemed an
7 admission by any Settling Party or Released Party as to the merits of any claim or defense. The
8 Judgment will contain a statement that during the course of the Consolidated Action, the Settling
9 Parties and their respective counsel at all times complied with the requirements of NRCPC 11(b).
10 The Settling Parties agree that the amount paid to the Settlement Fund and the other terms of the
11 Settlement were negotiated in good faith by the Settling Parties, and reflect a settlement that was
12 reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve
13 their right to rebut, in a manner that such party determines to be appropriate, any contention made
14 in any public forum that the Consolidated Action was brought or defended in bad faith or without
15 a reasonable basis.

16 9.6 Neither the Stipulation nor the Settlement, nor any act performed or document
17 executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be
18 deemed to be or may be used as an admission of, or evidence of, the validity of any Released
19 Claim or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be
20 or may be used as an admission of, or evidence of, any fault or omission of the Released Parties
21 in any civil, criminal or administrative proceeding in any court, administrative agency or other
22 tribunal. The Released Parties may file the Stipulation and/or the Judgment in any action that
23 may be brought against them in order to support a defense or counterclaim based on principles of
24 *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any
25 other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

26 9.7 All of the Exhibits to this Stipulation are material and integral parts hereof and are
27 fully incorporated herein by this reference.
28

1 9.8 This Stipulation may be amended or modified only by a written instrument signed
2 by or on behalf of all Settling Parties or their respective successors-in-interest.

3 9.9 This Stipulation and the Exhibits attached hereto and the Supplemental Agreement
4 constitute the entire agreement between Defendants, on the one hand, and the Named Plaintiffs,
5 on behalf of themselves and the Settlement Class Members, on the other, and no representations,
6 warranties, or inducements have been made to any party concerning the Stipulation or its Exhibits
7 other than the representations, warranties, and covenants contained and memorialized in such
8 documents. Except as otherwise provided herein, each party shall bear his, her or its own costs.

9 9.10 Co-Lead and Co-Liaison Counsel, on behalf of the Settlement Class, is expressly
10 authorized by the Named Plaintiffs to take all appropriate action required or permitted to be taken
11 by the Settlement Class pursuant to the Stipulation to effectuate its terms and also is expressly
12 authorized to enter into any modifications or amendments to the Stipulation on behalf of the
13 Settlement Class which it deems appropriate.

14 9.11 Each counsel or other Person executing the Stipulation or any of its Exhibits on
15 behalf of any party hereto hereby warrants that such Person has the full authority to do so.

16 9.12 This Stipulation may be executed in one or more counterparts, including by
17 signature transmitted by facsimile or email. All executed counterparts and each of them shall be
18 deemed to be one and the same instrument. A complete set of executed counterparts shall be filed
19 with the Court.

20 9.13 This Stipulation shall be binding upon, and inure to the benefit of, the successors
21 and assigns of the parties hereto.

22 9.14 The Court shall retain jurisdiction with respect to implementation and enforcement
23 of the terms of this Stipulation, and all parties hereto submit to the jurisdiction of the Court for
24 purposes of implementing and enforcing the Settlement embodied in this Stipulation.

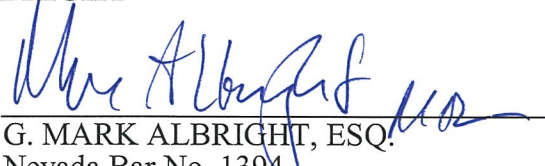
25 9.15 This Stipulation and the Exhibits hereto shall be considered to have been
26 negotiated, executed and delivered, and to be wholly performed, in the State of Nevada, and the
27 rights and obligations of the parties to this Stipulation shall be construed and enforced in
28

1 accordance with, and governed by, the internal, substantive laws of the State of Nevada without
2 giving effect to that State's choice-of-law principles.

3 9.16 Each of the Settling Parties (a) irrevocably submits to the personal jurisdiction of
4 any state court sitting in Clark County, Nevada, as well as to the jurisdiction of all courts to which
5 an appeal may be taken from such courts, in any suit, action or proceeding arising out of or
6 relating to this Stipulation and/or the Settlement, (b) agrees that all claims in respect of such suit,
7 action or proceeding shall be brought, heard and determined exclusively in any state court sitting
8 in Clark County, Nevada, (c) agrees that it shall not attempt to deny or defeat such personal
9 jurisdiction by motion or other request for leave from such court, and (d) agrees not to bring any
10 action or proceeding arising out of or relating to this Stipulation and/or the Settlement in any
11 other court. Each of the Settling Parties waives any defense of inconvenient forum to the
12 maintenance of any action or proceeding brought in accordance with this Paragraph. Each of the
13 Settling Parties further agrees to waive any bond, surety or other security that might be required
14 of any Settling Party with respect to any action or proceeding, including an appeal thereof. Each
15 of the Settling Parties further consents and agrees that process in any proceeding to enforce the
16 terms of the Stipulation may be made by motion and served on the Settling Parties' counsel.

17 IN WITNESS WHEREOF, the Settling Parties have caused this Stipulation to be executed
18 by their duly authorized attorneys, dated as of October 12, 2018.

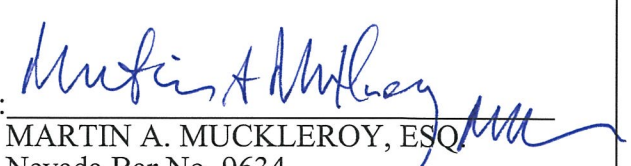
19 **ALBRIGHT, STODDARD, WARNICK &**
20 **ALBRIGHT**

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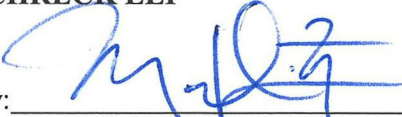
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