

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE DREAMWORKS ANIMATION
SKG, INC.

C.A. No. 12619-CB

**STIPULATION AND AGREEMENT OF SETTLEMENT,
COMPROMISE AND RELEASE**

This Stipulation and Agreement of Settlement, Compromise and Release, dated as of January 9, 2018 (the “Stipulation”) is entered into by and among (a) plaintiffs Ann Arbor City Employees Retirement System, Kenneth Bumba, and Teamsters Local 677 Health Services & Insurance Plan (collectively, “Plaintiffs”), on behalf of themselves and the Settlement Class (defined below); (b) defendant Jeffrey Katzenberg (“Katzenberg” or “Defendant”); and (c) non-party DWA Holdings, LLC (“DWA Holdings”), and embodies the terms and conditions of the settlement of the above-captioned action (the “Action”).¹ Subject to the approval of the Court and the terms and conditions expressly provided herein, this Stipulation is intended to fully, finally, and forever compromise, settle, release, resolve, and dismiss with prejudice the Action and all claims asserted therein against Defendant.

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in ¶ 1 herein.

WHEREAS:

A. Between June 27, 2016 and August 3, 2016, three actions were filed in the Court by stockholders of DreamWorks Animation SKG, Inc. (“DreamWorks” or the “Company”) alleging, among other things, that Katzenberg had breached his fiduciary duties to the Company’s minority stockholders and violated the Company’s certificate of incorporation in connection with the acquisition of DreamWorks by non-party Comcast Corporation (“Comcast”). These actions, and their filing dates, are as follows: *Ann Arbor City Employees Retirement System v. Katzenberg*, C.A. 12507-CB (Del. Ch. filed June 27, 2016); *Bumba v. Katzenberg*, C.A. No. 12605-CB (Del. Ch. filed July 29, 2016); and *Teamsters Local 677 Health Services & Insurance Plan v. Katzenberg*, C.A. No. 12619-CB (Del. Ch. filed Aug. 3, 2016).

B. On August 22, 2016, Comcast completed its acquisition of DreamWorks.

C. On September 23, 2016, the Court entered a Stipulation and Order Regarding Consolidation and Leadership, consolidating the foregoing actions into the Action and appointing Bernstein Litowitz Berger & Grossmann LLP, Grant & Eisenhofer P.A., Kessler Topaz Meltzer & Check, LLP, and Friedman Oster & Tejtel PLLC as Co-Lead Counsel (“Co-Lead Counsel”). The complaint filed in *Teamsters Local 677 Health Services & Insurance Plan v. Katzenberg*, C.A. No.

12619-CB, was deemed the operative complaint in the consolidated action (the “Initial Complaint”).

D. On January 7, 2017, Defendant Katzenberg moved to dismiss the Initial Complaint. On March 7, 2017, Plaintiffs filed a Verified Amended Consolidated Class Action Complaint (the “Amended Complaint”). Defendant Katzenberg moved to dismiss the Amended Complaint on April 24, 2017 (the “Motion to Dismiss”). The Motion to Dismiss is fully briefed and the Court scheduled oral argument on it for September 20, 2017. That argument was taken off calendar pending finalization of this Stipulation.

E. On August 23, 2017, Co-Lead Counsel, Defendant’s Counsel, and Comcast’s Counsel participated in a full-day mediation session (the “Mediation”) before David Geronemus, Esq., of JAMS. In advance of that session, Katzenberg and Comcast provided to Plaintiffs and Co-Lead Counsel various documents relevant to the Action, including (1) the consulting agreement at issue in this Action and an amendment thereto, (2) minutes of the DreamWorks board of directors (the “Board”), (3) materials provided to the Board in connection with the underlying transaction, including analyses of the profits interests provided to Katzenberg that are at issue in this Action, and (4) financial information relevant to valuing the profits interests. Also prior to the Mediation, the Parties exchanged

detailed mediation statements and exhibits, which addressed the issues of both liability and damages.

F. After extensive, arm's-length negotiations at the Mediation, the Parties reached an agreement in principle to settle the Action for \$4,500,000 in cash, subject to Court approval.

G. On August 24, 2017, the Parties informed the Court of the settlement in principle and the Court removed the pending Motion to Dismiss hearing from the calendar.

H. This Stipulation (together with the exhibits hereto) has been duly executed by the undersigned signatories on behalf of their respective clients, and reflects the final and binding agreement between the Parties.

I. Based upon their investigation, prosecution, and mediation of the case, Plaintiffs and Co-Lead Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate to Plaintiffs and the other members of the Settlement Class, and in their best interests. Based on Plaintiffs' direct oversight of the prosecution of this matter and with the advice of their counsel, each of the Plaintiffs has agreed to settle and release the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering, among other things: (a) the financial benefit that Plaintiffs and the

other members of the Settlement Class will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

J. This Stipulation constitutes a compromise of matters that are in dispute between the Parties. Defendant is entering into this Stipulation solely to eliminate the uncertainty, burden, and expense of further protracted litigation. Defendant denies any wrongdoing, and this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Defendant with respect to any claim or allegation of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendant has, or could have, asserted. Defendant expressly denies that Plaintiffs have asserted any valid claims as to him, and expressly denies any and all allegations of fault, liability, wrongdoing or damages whatsoever. Similarly, this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any Plaintiffs of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of Defendant's defenses to liability had any merit. Each of the Parties recognizes and acknowledges, however, that the Action has been initiated, filed and prosecuted by Plaintiffs in good faith and defended by Defendant in good faith, and that the Action is being voluntarily settled with the advice of counsel.

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among Plaintiffs (individually and on behalf of all other members of the Settlement Class), Defendant, and DWA Holdings, by and through their respective undersigned attorneys and subject to the approval of the Court pursuant to Delaware Court of Chancery Rule 23, that, in consideration of the benefits flowing to the Parties from the Settlement, all Released Plaintiffs' Claims as against the Defendant's Releasees and all Released Defendant's Claims as against the Plaintiffs' Releasees shall be settled and released, upon and subject to the terms and conditions set forth below.

DEFINITIONS

1. As used in this Stipulation and any exhibits attached hereto and made a part hereof, the following capitalized terms shall have the following meanings:

(a) "Action" means the consolidated stockholder class action in the matter styled *In re Dreamworks Animation SKG, Inc.*, C.A. No. 12619-CB, and includes all actions consolidated therein.

(b) "Amended Complaint" means the Verified Amended Consolidated Class Action Complaint filed by Plaintiffs in the Action on March 7, 2017.

(c) “Class Distribution Order” means an order entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to Eligible Beneficial Owners.

(d) “Closing Beneficial Ownership Position” means, for each Eligible Beneficial Owner, the number of shares of DreamWorks Common Stock beneficially owned by such Eligible Beneficial Owner as of the closing of the August 22, 2016 Merger, for which the Eligible Beneficial Owner received payment of the Merger Consideration; provided, however, that no Excluded Shares nor any shares of DreamWorks Class B common stock or DreamWorks Class B Equity-Based Awards may comprise any part of any Closing Beneficial Ownership Position.

(e) “Closing Security Position” means, for each DTC Participant, the number of shares of DreamWorks Common Stock reflected on the DTC allocation report used by DTC to distribute the Merger Consideration on August 22, 2016.

(f) “Co-Lead Counsel” means the law firms of Bernstein Litowitz Berger & Grossmann LLP, Grant & Eisenhofer P.A., Kessler Topaz Meltzer & Check, LLP, and Friedman Oster & Tejtel PLLC.

(g) “Comcast” means Comcast Corporation.

(h) “Comcast’s Counsel” means the law firm of Davis Polk & Wardwell LLP.

(i) “Court” means the Court of Chancery of the State of Delaware.

(j) “Defendant” or “Katzenberg” means defendant Jeffrey Katzenberg.

(k) “Defendant’s Counsel” means the law firms of Cravath, Swaine & Moore LLP and Richards, Layton & Finger, P.A.

(l) “Defendant’s Releasees” means Defendant, Comcast, DreamWorks, DWA Holdings, Merger Sub, National Union, and their respective current and former officers, directors, agents, advisors, parents, affiliates, subsidiaries, trusts, trustees, successors, predecessors, assigns, assignees, employees, and attorneys.

(m) “DreamWorks” or the “Company” means DreamWorks Animation SKG, Inc.

(n) “DreamWorks Common Stock” means the Company’s Class A common stock.

(o) “DreamWorks Class B Equity-Based Awards” means equity-based awards in respect of DreamWorks Class B common stock, including without limitation, stock options, stock appreciation rights, restricted shares, or restricted

stock units (whether subject to time-based or performance-based vesting) in respect of shares of DreamWorks Class B common stock.

(p) “DWA Holdings” means DWA Holdings LLC, the successor entity to DreamWorks that is now a subsidiary of Comcast.

(q) “DTC Participants” means the DTC participants to which DTC distributed the \$41.00 per share Merger Consideration on August 22, 2016.

(r) “Effective Date” with respect to the Settlement means the first date by which all of the events and conditions specified in ¶ 37 of this Stipulation have been met and have occurred or have been waived.

(s) “Eligible Beneficial Owner” means the ultimate beneficial owner of any shares of DreamWorks Common Stock as of the closing of the August 22, 2016 Merger, provided, however, that no Excluded Person may be an Eligible Beneficial Owner.

(t) “Eligible Shares” means all shares of DreamWorks Common Stock that were exchanged for the Merger Consideration except the Excluded Shares (for the avoidance of doubt, DreamWorks Class B common stock and DreamWorks Class B Equity-Based Awards are not eligible “Eligible Shares”).

(u) “Escrow Account” means an account maintained at Valley National Bank wherein the Settlement Amount shall be deposited and held in escrow under the control of Co-Lead Counsel.

(v) “Escrow Agent” means Valley National Bank.

(w) “Escrow Agreement” means the agreement between Co-Lead Counsel and the Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow Account.

(x) “Excluded Persons” means each of Jeffrey Katzenberg, Mellody Hobson, Harry M. Brittenham, Thomas E. Freston, Lucian Grainge, Jason Kilar, Michael J. Montgomery, and Mary Agnes Wilderotter.

(y) “Excluded Shares” means: (i) (a) the 2,120,223 shares of DreamWorks Class A common stock and the 7,838,731 shares of DreamWorks Class B common stock beneficially owned by Katzenberg; (b) the 123,900 shares of DreamWorks Class A common stock beneficially owned by Mellody Hobson, (c) the 66,430 shares of DreamWorks Class A common stock beneficially owned by Harry M. Brittenham, (d) the 71,662 shares of DreamWorks Class A common stock beneficially owned by Thomas E. Freston, (e) the 28,747 shares of DreamWorks Class A common stock beneficially owned by Lucian Grainge, (f) the 28,747 shares of DreamWorks Class A common stock beneficially owned by Jason Kilar, (g) the 88,277 shares of DreamWorks Class A common stock beneficially owned by Michael J. Montgomery, and (h) the 9,880 shares of DreamWorks Class A common stock beneficially owned by Mary Agnes Wilderotter, all as disclosed on page 78 of DreamWorks’ Schedule 14C

Information Statement filed with the SEC on July 11, 2016; (ii) any shares of DreamWorks Class A common stock held by members of the Immediate Family of any of the Excluded Persons; (iii) any shares of DreamWorks Class A common stock held by any entity in which any of the Excluded Persons has, or had at the time of the Merger, a controlling interest; and (iv) any shares of DreamWorks Class A common stock held by any firm, trust, corporation, or other entity related to or affiliated with any of the Excluded Persons.

(z) “Final,” with respect to the Judgment or any other Court order means: (i) if no appeal is filed, the expiration date of the time provided for filing or noticing of any appeal; or (ii) if there is an appeal from the Judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the Judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is granted, the date of final affirmance following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to attorneys’ fees, costs, or expenses shall not in any way delay or preclude the Judgment from becoming Final.

(aa) “Immediate Family” means children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. As used in this paragraph, “spouse” shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

(bb) “Judgment” means the final judgment, substantially in the form attached hereto as Exhibit E, to be entered by the Court approving the Settlement.

(cc) “Litigation Expenses” means costs and expenses incurred in connection with commencing, prosecuting, and settling the Action, for which Co-Lead Counsel intend to apply to the Court for reimbursement from the Settlement Fund.

(dd) “Long-Form Notice” means the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as Exhibit C, which is to be made available to Settlement Class Members via internet distribution.

(ee) “Mailing Notice” means the Court-Ordered Legal Notice, substantially in the form attached hereto as Exhibit B, which is to be mailed to Settlement Class Members on postcards.

(ff) “Merger” means the acquisition of DreamWorks by Comcast for \$41 per share in cash, which was consummated on August 22, 2016.

(gg) “Merger Consideration” means \$41.00 per share in cash paid to holders of DreamWorks Common Stock in connection with the Merger.

(hh) “Merger Sub” means Comcast Paris NewCo, Inc.

(ii) “National Union” means National Union Fire Insurance Company of Pittsburgh, Pa.

(jj) “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; and (iv) any attorneys’ fees awarded by the Court.

(kk) “Notice and Administration Costs” means the costs, fees, and expenses that are incurred by the Settlement Administrator and/or Co-Lead Counsel in connection with: (i) providing notices to the Settlement Class; and (ii) administering the Settlement, including but not limited to the costs, fees, and expenses incurred in connection with the Escrow Account.

(ll) “Officer” means any officer as that term is defined in U.S. Securities and Exchange Act Rule 16a-1(f).

(mm) “Parties” means Plaintiffs, on behalf of themselves and the Settlement Class, Defendant, and DWA Holdings.

(nn) “Plaintiffs” means Ann Arbor City Employees Retirement System, Kenneth Bumba, and Teamsters Local 677 Health Services & Insurance Plan.

(oo) “Plaintiffs’ Counsel” means Co-Lead Counsel and all other legal counsel who, at the direction and under the supervision of Co-Lead Counsel, performed services on behalf of the Settlement Class in the Action.

(pp) “Plaintiffs’ Releasees” means Plaintiffs, all other plaintiffs in the Action, their respective attorneys, and all other Settlement Class Members, and their respective current and former officers, directors, agents, advisors, parents, affiliates, subsidiaries, trusts, trustees, successors, predecessors, assigns, assignees, employees, and attorneys.

(qq) “Publication Notice” means the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as Exhibit D, to be published as set forth in the Scheduling Order.

(rr) “Released Claims” means all Released Defendant’s Claims and all Released Plaintiffs’ Claims.

(ss) “Released Defendant’s Claims” means all actual and potential claims and causes of action of every nature and description, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, whether known claims or Unknown Claims, whether arising under state, federal, common, or foreign law, that arise out of or

relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action. Released Defendant's Claims do not include any claims relating to the enforcement of the Settlement.

(tt) "Released Plaintiffs' Claims" means all actual and potential claims and causes of action of every nature and description, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, whether known claims or Unknown Claims, whether arising under state, federal, common, or foreign law, that Plaintiffs or any other member of the Settlement Class: (i) asserted in the Amended Complaint; or (ii) could have asserted in any forum that arise out of or are based upon the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, or referred to in the Amended Complaint and that relate to the ownership of DreamWorks Common Stock. Released Plaintiffs' Claims do not include: (i) any claims relating to the enforcement of the Settlement; (ii) any claims arising out of or based upon actions, events, or conduct occurring after the date of execution of this Stipulation; or (iii) any claims solely for statutory appraisal with respect to the Merger pursuant to 8 *Del. C.* § 262 by DreamWorks stockholders who properly perfected such claims for appraisal and have not otherwise waived their appraisal rights.

(uu) "Releasee(s)" means each and any of the Defendant's Releasees and each and any of the Plaintiffs' Releasees.

(vv) "Releases" means the releases set forth in ¶¶ 6-7 of this Stipulation.

(ww) "Scheduling Order" means the proposed order, substantially in the form attached hereto as Exhibit A, to be entered by the Court scheduling the Settlement Hearing and directing notice be provided to the Settlement Class in the manner set forth therein.

(xx) "Settlement" means the settlement between Plaintiffs and Defendant on the terms and conditions set forth in this Stipulation.

(yy) "Settlement Administrator" means the firm retained by Plaintiffs and Co-Lead Counsel, subject to approval of the Court, to provide all notices approved by the Court to potential Settlement Class Members and to administer the Settlement.

(zz) "Settlement Amount" means \$4,500,000 in cash.

(aaa) "Settlement Class" means all record holders and beneficial holders of DreamWorks Common Stock whose shares of DreamWorks Common Stock were exchanged for the Merger Consideration. Excluded from the Settlement Class are Katzenberg, the other Excluded Persons, Comcast, Merger Sub, DreamWorks, and DWA Holdings; members of the Immediate Family of the

Excluded Persons; any entity in which any of the Excluded Persons has, or had at the time of the Merger, a controlling interest; any firm, trust, corporation, or other entity related to or affiliated with any of the Excluded Persons; and the legal representatives, heirs, successors, and assigns of any of the foregoing excluded persons or entities.

(bbb) "Settlement Class Member" means each person and entity who or which is a member of the Settlement Class.

(ccc) "Settlement Fund" means the Settlement Amount plus any and all interest earned thereon.

(ddd) "Settlement Hearing" means the hearing to be set by the Court under Delaware Court of Chancery Rule 23 to consider, among other things, final approval of the Settlement.

(eee) "Taxes" means: (i) all federal, state and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund; (ii) the expenses and costs incurred by Co-Lead Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants); and (iii) all taxes imposed on payments by the Settlement Fund, including withholding taxes.

(fff) "Unknown Claims" means any Released Plaintiffs' Claims which any Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendant's Claims which Defendant does not know or suspect to exist in his favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Defendant shall expressly waive, and each of the other Settlement Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil 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.

Plaintiffs and Defendant acknowledge, and each of the other Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

CLASS CERTIFICATION

2. Solely for purposes of the Settlement and for no other purpose, the Parties stipulate and agree to: (a) certification of the Action as a non-opt out class action pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2) on behalf of the Settlement Class; (b) appointment of Plaintiffs as Class Representatives; and (c) appointment of Co-Lead Counsel as Class Counsel.

SCHEDULING ORDER

3. Promptly upon execution of this Stipulation, the Parties shall submit this Stipulation, together with its exhibits to the Court, and 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, preliminary certification of the Settlement Class for purposes of the Settlement only, notice of the Settlement to the Settlement Class, and the scheduling of the Settlement Hearing.

RELEASE OF CLAIMS

4. The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and final disposition of the Action as against Defendant; and (ii) the Releases provided for herein.

5. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Plaintiffs and each of the other Settlement Class Members, on behalf of themselves, and their respective heirs, executors,

administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiffs' Claim against Defendant and the other Defendant's Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Defendant's Releasees.

6. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Defendant, on behalf of himself, and his respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Defendant's Claim against Plaintiffs and the other Plaintiffs' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Defendant's Claims against any of the Plaintiffs' Releasees.

7. Notwithstanding ¶¶ 6-7 above, nothing in the Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment.

THE SETTLEMENT CONSIDERATION

8. In consideration of the settlement of the Released Plaintiffs' Claims against Defendant and the other Defendant's Releasees, Defendant shall pay or cause to be paid \$3.5 million of the Settlement Amount and DWA Holdings shall pay or cause to be paid \$1 million of the Settlement Amount into the Escrow Account no later than ten (10) business days after the date of entry of the Scheduling Order. For the avoidance of doubt, the payment of the Settlement Amount will satisfy all claims for attorneys' fees of Co-Lead Counsel and any other counsel representing Plaintiffs or other Settlement Class Members with respect to the Action, and any and all Notice and Administration Costs, Litigation Expenses and Taxes in connection with the Action.

USE OF SETTLEMENT FUND

9. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; and (d) any attorneys' fees awarded by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Settlement Class Members as provided in ¶¶ 15-32 below.

10. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the

Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States.

11. The Escrow Account and Settlement Fund will be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and will be subject to the Court's continuing jurisdiction. The Parties agree that Co-Lead Counsel, as administrators 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. Co-Lead Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. Neither Defendant nor any other Defendant's Releasee shall have any liability or responsibility for any such Taxes. Upon written request, Defendant and DWA Holdings will each provide or cause to be provided to Co-Lead Counsel the statement described in Treasury Regulation § 1.468B-3(e). Co-Lead Counsel, as administrators 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.

12. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid by the Escrow Agent pursuant to the disbursement instructions to be set forth in the Escrow Agreement, and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement

Fund as provided herein. Neither Defendant nor any other Defendant's Releasee shall have responsibility or liability for the acts or omissions of Co-Lead Counsel or its agents with respect to the payment of Taxes, as described herein.

13. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendant, Defendant's Releasee, or any other person or entity who or which paid any portion of the Settlement Amount shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever.

14. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Co-Lead Counsel may pay from the Settlement Fund, without further approval from Defendant or DWA Holdings or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Mailing Notice, distributing the Long-Form Notice, and publishing the Publication Notice; reimbursements to nominee owners for forwarding the Mailing Notice to their beneficial owners; the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice, administering the Settlement; and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs paid or incurred, including any related fees, shall

not be returned or repaid to Defendant, DWA Holdings, any of the other Defendant's Releasees, or any other person or entity who or which paid any portion of the Settlement Amount.

NOTICE AND SETTLEMENT ADMINISTRATION

15. As part of the Scheduling Order, Plaintiffs shall seek appointment of a Settlement Administrator. The Settlement Administrator shall administer the Settlement under Co-Lead Counsel's supervision and subject to the jurisdiction and approval of the Court. Other than Defendant's obligation to cause Comcast to provide the Merger Records as provided in ¶ 17 below, none of Comcast, DWA Holdings, or Defendant shall have any involvement in or any responsibility whatsoever for the selection of the Settlement Administrator, the administration of the Settlement, the allocation of the Net Settlement Fund among Settlement Class Members, or the distribution of the Net Settlement Fund to Settlement Class Members. Defendant's Counsel and Comcast's Counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms.

16. In accordance with the terms of the Scheduling Order to be entered by the Court, Co-Lead Counsel shall cause the Settlement Administrator to mail the Mailing Notice to those members of the Settlement Class as may be identified through reasonable effort. Co-Lead Counsel also shall request that DTC make a

copy of the Long-Form Notice available through DTC's legal notice system (LENS). Co-Lead Counsel also shall cause the Settlement Administrator to have the Publication Notice published in accordance with the terms of the Scheduling Order to be entered by the Court.

17. Within five (5) business days of the date of entry of the Scheduling Order, Defendant shall cause Comcast to provide or cause to be provided to the Settlement Administrator and Co-Lead Counsel, at no cost to the Settlement Fund, Plaintiffs, Plaintiffs' Counsel, or the Settlement Administrator, the following information: (a) the stockholder register from DreamWorks' transfer agent, which listing shall include the names, mailing addresses, and the number of Eligible Shares held by the registered owners who or which received the Merger Consideration; and (b) the identification of where and how each of the Excluded Shares were held, which shall be provided to the Settlement Administrator and Co-Lead Counsel for purposes of ensuring that the Settlement Fund is paid only to Settlement Class Members. The information to be provided to the Settlement Administrator and Co-Lead Counsel pursuant to this ¶ 17 is referred to herein as the "Merger Records".

18. Defendant will cause Comcast to cooperate with Co-Lead Counsel in obtaining information from, and providing information to, the Depository Trust Company ("DTC") and its nominee Cede & Co., Inc. ("Cede") to facilitate DTC's

distribution of the Net Settlement Fund to Eligible Beneficial Owners. Information to be obtained from DTC includes, without limitation, an allocation or “chill” report generated by DTC in anticipation of the Merger to facilitate the allocation of the Merger Consideration to stockholders. Co-Lead Counsel will use any information obtained from DTC solely for the purpose of administering the Settlement, as set forth in ¶¶ 20-32, and not for any other purpose, and will not disclose any information obtained from DTC to any other party except as necessary to administer the Settlement or as required by law. Information to be provided to DTC includes, without limitation, the Notice and “suppression letters” from DTC Participants concerning the Excluded Shares, instructing DTC to withhold payment on those Excluded Shares and containing other terms as DTC may reasonably require.

19. No Settlement Class Member shall have any claim against Plaintiffs, Co-Lead Counsel, Defendant, or any of the other Defendant’s Releasees, the Settlement Administrator, or any other agent designated by Co-Lead Counsel, or any of their respective counsel, based on the distributions made substantially in accordance with this Stipulation and/or orders of the Court.

ALLOCATION OF NET SETTLEMENT FUND

20. Each Eligible Beneficial Owner will receive, through the mechanisms described below, a *pro rata* distribution from the Net Settlement Fund equal to the

product of (a) the Net Settlement Fund and (b) a fraction, the numerator of which is the number of Eligible Shares held by such Settlement Class Member, and the denominator of which is a number representing the total number of Eligible Shares held by all Eligible Beneficial Owners (the “Per-Share Recovery”).

21. With respect to DreamWorks Common Stock held of record by Cede, Co-Lead Counsel will cause that portion of the Net Settlement Fund to be allocated to Eligible Beneficial Owners who held their shares through DTC Participants to be paid to DTC. DTC shall then distribute that portion of the Net Settlement Fund among the DTC Participants by paying each the Per-Share Recovery times its respective Closing Security Position, using the same mechanism that DTC used to distribute the Merger Consideration and subject to payment suppression instructions with respect to Excluded Shares. The DTC Participants and their respective customers, including any intermediaries, shall then ensure *pro rata* payment to each Eligible Beneficial Owner in accordance with each Eligible Beneficial Owner’s Closing Beneficial Ownership Position.

22. With respect to DreamWorks Common Stock held of record on August 22, 2016 other than by Cede, as nominee for DTC (a “Closing Non-Cede Record Position”), the payment with respect to each such Closing Non-Cede Record Position shall be made by the Settlement Administrator from the Net Settlement Fund directly to the record owner of each Closing Non-Cede Record

Position in an amount equal to the Per-Share Recovery times the number of shares of DreamWorks Common Stock comprising such Closing Non-Cede Record Position.

23. For the avoidance of doubt, to the extent that any record owner, any DTC Participants, or their respective customers, including any intermediaries, took or permitted actions that had the effect of increasing the number of shares of DreamWorks Common Stock entitled to payment of the Merger Consideration, whether through permitting naked short-selling or the cash settlement of short positions or through any other means (“Increased Merger Consideration Entitlements”), such record owner, DTC Participants, or their respective customer (including intermediaries) shall be responsible for paying to the ultimate beneficial owners of such Increased Merger Consideration Entitlements an amount equal to the Per-Share Recovery times the number of the Increased Merger Consideration Entitlements.

24. For the avoidance of doubt, a person who purchased shares of DreamWorks Common Stock on or before August 22, 2016 but had not settled those shares at the Merger’s closing (“Non-Settled Shares”) shall be treated as an Eligible Beneficial Owner with respect to those Non-Settled Shares (except for the Excluded Shares), and a person who sold those Non-Settled Shares on or before

August 22, 2016 shall not be treated as an Eligible Beneficial Owner with respect to those Non-Settled Shares.

25. For the avoidance of doubt, no payment described in ¶¶ 21 or 22 shall be made (i) in respect to any Excluded Shares, (ii) in respect of any DreamWorks Class B Equity-Based Awards; (iii) to any Excluded Person, or (iv) to any former stockholder of DreamWorks for any shares of DreamWorks Common Stock that such stockholder sold into the market at any time before the closing of the August 22, 2016 Merger.

26. Payment from the Net Settlement Fund made pursuant to and in the manner set forth above shall be deemed conclusive of compliance with this Stipulation.

27. Neither Defendant nor any other Excluded Person or any other person or entity who or which held Excluded Shares shall have any right to receive any part of the Settlement Fund for his, her, or its own account(s) (*i.e.*, accounts in which he, she or it holds a proprietary interest), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including but not limited to contract, application of statutory or judicial law, or equity.

28. In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (*i.e.*, more than

six months from the check's issue date), the DTC Participants or the holder of a Closing Non-Cede Record Position shall follow their respective policies with respect to further attempted distribution or escheatment.

29. Co-Lead Counsel shall be responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund subject to Court approval.

30. The Net Settlement Fund shall be distributed to Eligible Beneficial Owners only after the Effective Date of the Settlement and after: (i) all Notice and Administration Costs and Taxes have been paid from the Settlement Fund or reserved; and (ii) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the "Class Distribution Order"). Co-Lead Counsel will apply to the Court, on notice to Defendant's Counsel, for the Class Distribution Order.

31. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Eligible Beneficial Owners. Plaintiffs and Defendant, and their respective counsel, and all other Defendant's Releasees, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the determination, administration, or calculation of any payment from the Net Settlement Fund, the nonperformance of the Settlement Administrator or a nominee holding shares on behalf of an Eligible Beneficial Owners, the

payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

32. All proceedings with respect to the administration of the Settlement and distribution pursuant to the Class Distribution Order shall be subject to the jurisdiction of the Court.

ATTORNEYS' FEES AND LITIGATION EXPENSES

33. Co-Lead Counsel will apply to the Court for a collective award of attorneys' fees to Plaintiffs' Counsel to be paid from (and out of) the Settlement Fund. Co-Lead Counsel also will apply to the Court for reimbursement of Litigation Expenses, which may include a request for reimbursement of Plaintiffs' costs and expenses directly related to their representation of the Settlement Class, to be paid from (and out of) the Settlement Fund. Co-Lead Counsel's application for an award of attorneys' fees and/or Litigation Expenses is not the subject of any agreement between Defendant, DWA Holdings, and Plaintiffs other than what is set forth in this Stipulation.

34. Any attorneys' fees and Litigation Expenses that are awarded by the Court shall be paid to Co-Lead Counsel immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Co-Lead Counsel's obligation to make appropriate refunds or repayments to the

Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the award of attorneys' fees and/or Litigation Expenses is reduced or reversed and such order reducing or reversing the award has become Final. Co-Lead Counsel shall make the appropriate refund or repayment in full no later than thirty (30) days after: (a) receiving from Defendant's Counsel notice of the termination of the Settlement; or (b) any order reducing or reversing the award of attorneys' fees and/or Litigation Expenses has become Final. An award of attorneys' fees and/or Litigation Expenses is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. Neither Plaintiffs nor Co-Lead Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to attorneys' fees and/or Litigation Expenses.

35. Co-Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiffs' Counsel in a manner which they, in good faith, believe reflects the contributions of such counsel to the institution, prosecution and settlement of the Action. Neither Defendant nor any other Defendant's Releasee shall have responsibility for or liability whatsoever with respect to the allocation or award of attorneys' fees or Litigation Expenses. The attorneys' fees and Litigation

Expenses that are awarded to Plaintiffs' Counsel shall be payable solely from the Escrow Account.

TERMS OF THE JUDGMENT

36. If the Settlement contemplated by this Stipulation is approved by the Court, Co-Lead Counsel and Defendant's Counsel shall request that the Court enter a Judgment, substantially in the form attached hereto as Exhibit E.

CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

37. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver of all of the following events:

(a) the Court has entered the Scheduling Order, substantially in the form set forth in Exhibit A attached hereto, as required by ¶ 3 above;

(b) the Settlement Amount has been deposited into the Escrow Account in accordance with the provisions of ¶ 8 above;

(c) Defendant has not exercised his option to terminate the Settlement pursuant to the provisions of this Stipulation;

(d) Plaintiffs have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation; and

(e) the Court has approved the Settlement as described herein, following notice to the Settlement Class and a hearing, and entered the Judgment and the Judgment has become Final.

38. Upon the occurrence of all of the events referenced in ¶ 37 above, any and all remaining interest or right of Defendant and/or DWA Holdings in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

39. If (i) Defendant exercises his right to terminate the Settlement as provided in this Stipulation; (ii) Plaintiffs exercise their right to terminate the Settlement as provided in this Stipulation; (iii) the Court disapproves the Settlement; or (iv) the Effective Date as to the Settlement otherwise fails to occur, then:

(a) The Settlement and the relevant portions of this Stipulation shall be canceled and terminated.

(b) Plaintiffs and Defendant shall revert to their respective positions in the Action as of August 24, 2017.

(c) The terms and provisions of this Stipulation, with the exception of this ¶ 39 and ¶¶ 14, 34, 41 and 61, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*.

(d) Within five (5) business days after joint written notification of termination is sent by Defendant's Counsel and Co-Lead Counsel to the Escrow

Agent, the Settlement Fund (including accrued interest thereon and any funds received by Co-Lead Counsel consistent with ¶ 17 above), less any Notice and Administration Costs actually incurred, paid or payable and less any Taxes paid, due or owing shall be refunded by the Escrow Agent to Defendant (or such other persons or entities as Defendant may direct). In the event that the funds received by Co-Lead Counsel consistent with ¶ 34 above have not been refunded to the Settlement Fund within the five (5) business days specified in this paragraph, those funds shall be refunded by the Escrow Agent to Defendant (or such other persons or entities as Defendant may direct) immediately upon their deposit into the Escrow Account consistent with ¶ 34 above.

40. It is further stipulated and agreed that Plaintiffs and Defendant shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so (“Termination Notice”) to the other Parties to this Stipulation within thirty (30) days of: (a) the Court’s final refusal to enter the Scheduling Order in any material respect; (b) the Court’s final refusal to approve the Settlement or any material part thereof; (c) the Court’s final refusal to enter the Judgment in any material respect as to the Settlement; or (d) the date upon which the Judgment is reversed, vacated, or modified in any material respect by the Court or any appellate court. In the event a Termination Notice is validly delivered pursuant to the preceding sentence, the provisions of ¶ 39 above shall

apply. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an application for attorneys' fees or reimbursement of Litigation Expenses, shall not be considered material to the Settlement, shall not affect the finality of any Judgment and shall not be grounds for termination of the Settlement.

NO ADMISSION OF WRONGDOING

41. Neither this Stipulation (whether or not consummated), including the exhibits hereto, the negotiations leading to the execution of this Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against Defendant or any other Defendant's Releasee as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by Defendant or any other Defendant's Releasee with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of Defendant or any other Defendant's Releasee or in any way referred to for any other reason as against Defendant or any of the Defendant's Releasees, in any civil, criminal or

administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered against any of the Plaintiffs' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession or admission by any of the Plaintiffs' Releasees that any of their claims are without merit, that Defendant or any other Defendant's Releasee had meritorious defenses, or that damages recoverable under the Amended Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Plaintiffs' Releasees, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; *provided, however,* that if this Stipulation is approved by the Court, the Parties and the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

MISCELLANEOUS PROVISIONS

42. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

43. Each of Defendant and DWA Holdings warrants that, as to the payments made or to be made by or on behalf of him or it, at the time of entering into this Stipulation and at the time of such payment he or it, or to his or its knowledge any persons or entities contributing to the payment of the Settlement Amount, was not insolvent, nor will the payment required to be made by or on behalf of him or it render him or it insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by Defendant and DWA Holdings and not by his or its counsel.

44. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of Defendant or DWA Holdings to be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the

Settlement Fund by others, then, at Plaintiffs' election, Plaintiffs and Defendant shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of Defendant, DWA Holdings and the other Releasees pursuant to this Stipulation, in which event the releases and Judgment shall be null and void, and the Parties shall be restored to their respective positions in the litigation as provided in ¶ 39 above and any cash amounts in the Settlement Fund (less any Taxes paid, due or owing with respect to the Settlement Fund and less any Notice and Administration Costs actually incurred, paid or payable) shall be returned as provided in ¶ 39.

45. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiffs and any other Settlement Class Members against Defendant or any other Defendant's Releasee with respect to the Released Plaintiffs' Claims. Accordingly, Plaintiffs and their counsel and Defendant and his counsel agree not to assert in any forum that this Action was brought by Plaintiffs or defended by Defendant in bad faith or without a reasonable basis. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, including through a mediation process supervised and conducted by David Geronemus, Esq., of JAMS, and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with

experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

46. While retaining their right to deny that the claims asserted in the Action were meritorious, Defendant and his counsel, in any statement made to any media representative (whether or not for attribution) will not assert that the Action was commenced or prosecuted in bad faith, nor will they deny that the Action was commenced and prosecuted in good faith and is being settled voluntarily after consultation with competent legal counsel. In all events, Plaintiffs and their counsel and Defendant and his counsel shall not make any accusations of wrongful or actionable conduct by any Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

47. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of both Plaintiffs and Defendant (or their successors-in-interest).

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

49. The administration and 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 awards of attorneys' fees and Litigation Expenses to Plaintiffs' Counsel and enforcing the terms of this Stipulation, including the distribution of the Net Settlement Fund to Settlement Class Members.

50. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

51. This Stipulation and its exhibits constitute the entire agreement among the Parties concerning the Settlement and this Stipulation and its exhibits. All Parties acknowledge that no other agreements, representations, warranties, or inducements have been made by any Party hereto concerning this Stipulation or its exhibits other than those contained and memorialized in such documents.

52. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

53. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Parties, including any and all Releasees and any corporation, partnership, or other entity into or with which any Party hereto may merge, consolidate or reorganize.

54. The construction, interpretation, operation, effect and validity of this Stipulation and all documents necessary to effectuate it shall be governed by the internal laws of the State of Delaware without regard to conflicts of laws.

55. Any action arising under or to enforce this Stipulation or any portion thereof shall be commenced and maintained only in the Court.

56. 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 that all Parties have contributed substantially and materially to the preparation of this Stipulation.

57. All counsel and all other persons executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

58. Co-Lead Counsel and Defendant's Counsel agree to cooperate fully with one another in seeking Court approval of the Scheduling Order and the Settlement, as embodied in this Stipulation, and to use best efforts 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.

59. If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or facsimile or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Plaintiffs or Co-Lead
Counsel:

Bernstein Litowitz Berger
& Grossmann LLP
Attn: Jeroen van Kwawegen, Esq.
1251 Avenue of the Americas
New York, New York 10020
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Grant & Eisenhofer P.A.
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123 Justison Street
Wilmington, DE 19801
Telephone: (302) 622-7000
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Kessler Topaz Meltzer
& Check, LLP
Attn: Michael C. Wagner, Esq.
280 King of Prussia Road
Radnor, PA 19087
Telephone: (610) 667-7706
Email: mwagner@ktmc.com

Friedman Oster & Tejtell PLLC
Attn: Jeremy Friedman, Esq.
240 East 79th Street, Suite A
New York, New York 10075
Telephone: (888) 529-1108
Email: jfriedman@fotpllc.com

If to Defendant:

Cravath, Swaine & Moore LLP
Attn: Gary A. Bornstein, Esq.

825 8th Ave
New York, NY 10019
Telephone: (212) 474-1000
Email: GBornstein@cravath.com

If to DWA Holdings: Davis Polk & Wardwell LLP
 Attn: Lawrence Portnoy, Esq.
 450 Lexington Avenue
 New York, NY 10017
 Telephone: (212) 450-4000
 Email: lawrence.portnoy@davispolk.com

60. Except as otherwise provided herein, each Party shall bear its own costs.

61. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed and proceedings in connection with the Stipulation confidential.

62. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement.

63. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Settlement Class Members is being given or will be given by the Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the

Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by their duly authorized attorneys, as of January 9, 2018.

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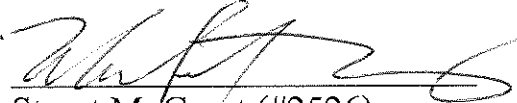
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