

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

WILLIAM ROSS AND DAWN ROSS V.  
RESERVE MANAGEMENT COMPANY, INC.  
ET AL.

No. 08-cv-10261-PGG  
(Class Action)

**STIPULATION AND AGREEMENT OF SETTLEMENT**  
**DATED AS OF JUNE 4, 2015**

This stipulation and agreement of settlement (the “Stipulation” or the “Settlement”) is entered into as of June 4, 2015, between and among: the Reserve Yield Plus Fund Investor Group (“Lead Plaintiff”), on behalf of itself and the Class; Reserve Management Company, Inc., Resrv Partners, Inc., Reserve Management Corporation, Bruce Bent Sr., Bruce R. Bent II, and Arthur T. Bent III (“Reserve Defendants”); the Yield Plus Fund—In Liquidation (f/k/a The Reserve Yield Plus Fund) (the “Yield Plus Fund”) and its Independent Trustees; and real party in interest TD Ameritrade, Inc., TD Ameritrade Holding Corporation, Joseph H. Moglia, Fredric J. Tomczyk, William J. Gerber, J. Joe Ricketts, and The Toronto-Dominion Bank (“TD Ameritrade Defendants”), by and through their respective counsel. Lead Plaintiff, the Reserve Defendants, the Yield Plus Fund and the Independent Trustees, and the TD Ameritrade Defendants are collectively referred to herein as “the Settling Parties”.

This Stipulation will be submitted in this action pursuant to Rule 23 of the Federal Rules of Civil Procedure, and is subject to the approval of the Court. This Stipulation embodies a global class settlement among the Settling Parties as to all claims asserted in this action in their entirety, as well as all of the Defendants’ claims and potential claims against the Yield Plus Fund and its Independent Trustees, including any claims for indemnification, expenses and management fees that the Defendants have asserted or could assert against the Yield Plus Fund or other Settling Parties.

WHEREAS:

A. All terms with initial capitalization shall have the meanings ascribed to them in paragraph 1 below.

B. On November 25, 2008, this Action was filed in the United States District Court for the Southern District of New York.

C. On September 28, 2009, the Court appointed the Reserve Yield Plus Fund Investor Group as Lead Plaintiff and Hagens Berman Sobol Shapiro LLP as Lead Counsel (“Lead Counsel”).

D. On November 20, 2009, Lead Plaintiff filed its first amended class action complaint (the “First Amended Complaint”).

E. On March 26, 2010, the parties to the Action filed the following materials with the Court: (i) the TD Ameritrade Defendants (as defined above) filed their motion to dismiss; (ii) the Reserve Defendants (as defined above) separately filed their motion to dismiss; (iii) Lead Plaintiff filed its Opposition to the TD Ameritrade Defendants’ motion to dismiss; (iv) Lead Plaintiff filed its Opposition to the Reserve Defendants’ motion to dismiss; (v) the TD Ameritrade Defendants filed their reply brief in support of their motion to dismiss; and (vi) the Reserve Defendants filed their reply brief in support of their motion to dismiss.

F. All discovery was stayed in the Action (as defined below) pursuant to the mandatory stay of discovery provided for in 15 U.S.C. section 78u-4(b)(3)(B), pending the Court’s decision on the motions to dismiss filed by the Reserve Defendants and the TD Ameritrade Defendants.

G. On February 10, 2014, the Court held a status conference, exploring whether some or all of the parties might seek to resolve claims in this Action before the Court rules on the pending motions to dismiss.

H. On May 29, 2014, the Parties engaged in a full-day mediation session before the Mediator. The Settling Parties engaged in further settlement discussions in the months following the full-day mediation.

I. On January 15, 2015, the Reserve Defendants and Lead Plaintiff executed a Memorandum of Understanding to settle the claims between them, subject to a definitive settlement stipulation to be entered into. This Stipulation supersedes that Memorandum of Understanding.

J. On March 25, 2015, Lead Plaintiff and the TD Ameritrade Defendants reached an agreement in principle to settle this Action, subject to a definitive settlement stipulation to be entered into. This Stipulation supersedes that agreement in principal.

K. Based upon its investigation, Lead Plaintiff and Lead Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable and adequate to Lead Plaintiff and the Class, and in their best interests, and have agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering (i) the substantial benefits that Lead Plaintiff and members of the Class will receive from resolution of the Action, (ii) the attendant risks of litigation, (iii) the Yield Plus Fund's prior distributions to its shareholders of approximately 95% of the \$1.2 billion of its assets as of the close of business on September 15, 2008; (iv) TD Ameritrade, Inc.'s prior approximately \$10 million payment to its retail customers, and (v) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation.

L. The Fund Board, after investigation and in the exercise of its reasonable business judgment, believes that the terms and conditions of this Stipulation are fair and reasonable and in the best interests of the Yield Plus Fund and its shareholders.

NOW THEREFORE, without any admission or concession by any Settling Party as to the

merit or lack of merit, or amount, of the claims in the Action, or as to the merit or lack of merit, or amount, of the Reserve Defendants' claims for indemnification, expenses and/or management fees, it is hereby

STIPULATED AND AGREED, by and among the Settling Parties, through their respective attorneys, subject to approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Private Securities Litigation Reform Act of 1995 and other terms and conditions set forth herein, in consideration of the benefits flowing to the parties hereto, that the Action shall be fully, finally and forever compromised, settled, released, discharged and dismissed with prejudice, upon and subject to the following terms and conditions:

**DEFINITIONS**

1) As used in this Stipulation, the following terms shall have the meanings specified below.

- (a) "Action" or "Class Action" means the consolidated action styled *William Ross and Dawn Ross v. Reserve Management Company, Inc. et al.*, Case No. Civil Action No., 1:08-cv-10261 (PGG) (S.D.N.Y.).
- (b) "Bent" means Bruce R. Bent, Sr.
- (c) "Bent II" means Bruce R. Bent II.
- (d) "Bent III" means Arthur T. Bent III.
- (e) "Claims Administrator" means Crederian Fund Services LLC.
- (f) "Class" means all Persons who purchased or held shares of the Yield Plus Fund during the Class Period, and who were damaged thereby and have continued to hold the shares through the date of Court approval of the proposed Settlement. Excluded from the Class are: (a) Defendants; (b) members of the immediate families of Bent,

Bent II, and Bent III; (c) the subsidiaries and affiliates of Defendants (excluding The Toronto-Dominion Bank); (d) any person or entity who is a partner, executive officer, director, trustee or controlling person of the Defendants (excluding The Toronto-Dominion Bank) including any of their subsidiaries or affiliates; (e) any entity in which any Defendant (excluding The Toronto-Dominion Bank) has a controlling interest; (f) Defendants' liability insurance carriers; and (g) the legal representatives, heirs, successors and assigns of any such excluded party. (Counsel for Defendants will use their reasonable best efforts to provide Crederian with a list of which accounts, if any, fall within subsections (b) through (f) of this sub-paragraph. Crederian will act in accordance with that information, without any obligation to perform any further verification.) Also excluded is any Person who files a valid request for exclusion from the Class in accordance with the requirements set forth in the Notice.

- (g) "Class Member" or "Member of the Class" means any person or entity who is a member of the Class and who does not exclude himself, herself or itself by filing a valid request for exclusion in accordance with the requirements set forth in the Notice.
- (h) "Class Period" means the period between January 18, 2007 and September 16, 2008, inclusive.
- (i) "Class Representative" or "Lead Plaintiff" means the Reserve Yield Plus Fund Investor Group.
- (j) "Complaint" or "First Amended Complaint" means the First Amended Class Action Complaint, filed by Lead Plaintiff in the Action on November 20, 2009.

- (k) “Court” means the United States District Court for the Southern District of New York.
- (l) “Crederian” means Crederian Fund Services LLC.
- (m) “Defendants” means Reserve Management Company, Inc. (“RMCI”), Resrv Partners, Inc., Reserve Management Corporation, Bent Sr., Bent II, Bent III, real party in interest TD Ameritrade, Inc., TD Ameritrade Holding Corporation, Joseph H. Moglia, Fredric J. Tomczyk, William J. Gerber, J. Joe Ricketts, and The Toronto-Dominion Bank.
- (n) “Effective Date” means the first day following the day on which the settlement contemplated by this Settlement shall become effective as set forth in paragraph 36 below. Lead Counsel shall advise Crederian of the Effective Date within five business days after the Settling Parties have determined that it has occurred.
- (o) “Final,” when referring to the Order and Final Judgment, means the expiration of any time for appeal or review of the Order and Final Judgment, or, if any appeal is filed and not dismissed, after the Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by certiorari or otherwise, and the time for any petition for reargument, appeal or review, by certiorari or otherwise, has expired; or, in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) and none of the parties hereto elect to terminate this Settlement, the date that such Alternative Judgment is no longer subject to appeal or review by certiorari or otherwise, and the time for any petition for reargument, appeal or review, by certiorari or otherwise, has expired; *provided, however*, that any disputes or appeals

- relating solely to amount, payment or allocation of attorneys' fees and expenses shall have no effect on finality for purposes of determining the date on which the Order and Final Judgment becomes Final.
- (p) "Final Approval Hearing" or "Settlement Hearing" means the hearing set by the Court under Rule 23(e) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.
  - (q) "Final Distribution Order" means an order entered by the Court authorizing and directing that the Remaining Assets of the Yield Plus Fund and the Net Settlement Fund be distributed, as described in paragraph 28 below.
  - (r) "Fund Board" means the current Board of Trustees of the Yield Plus Fund, i.e., Santa Albicocco, Ronald J. Artinian, and William E. Viklund.
  - (s) "Independent Trustees" means, in their capacities as present or former independent trustees of the Yield Plus Fund, Santa Albicocco, Ronald J. Artinian, William E. Viklund, Edwin Ehlert, Jr., William J. Montgoris, Frank J. Stalzer, Stephen P. Zieniewicz, and Joseph D. Donnelly.
  - (t) "Lead Counsel" means the law firm of Hagens Berman Sobol Shapiro LLP.
  - (u) "Lead Plaintiff" means the Reserve Yield Plus Fund Investor Group.
  - (v) "Litigation Expenses" means the reasonable costs and expenses incurred by Plaintiffs' Counsel in connection with commencing and prosecuting the Action, for which Lead Counsel intends to apply to the Court for reimbursement from the Settlement Fund. Litigation Expenses may also include reimbursement of the expenses of Lead Plaintiff in accordance with 15 U.S.C. § 78u-4(a)(4).
  - (w) "Mediator" means David Brodsky of Brodsky ADR LLC.

- (x) “Memorandum of Understanding” or “MOU” refers to the memorandum signed by certain Settling Parties on January 15, 2015, reflecting the basic terms of a settlement in principle between Lead Plaintiff and the Reserve Defendants, and contemplating a more detailed stipulation of settlement between the Settling Parties. This Stipulation supersedes the MOU.
- (y) “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes and Tax Expenses; (ii) any Notice and Administration Costs; and (iii) any attorneys’ fees, Litigation Expenses or other costs and expenses awarded by the Court from the Settlement Fund; the Net Settlement Fund shall be administered by Crederian and Crederian shall keep the Reserve Cash Contribution and the TD Ameritrade Cash Contribution segregated from each other until final distribution of all funds to class members. Specifically, the TD Ameritrade Cash Contribution shall be maintained in a separate escrow account established by Crederian at Citizens Bank.
- (z) “Notice” means the Notice of Pendency of Class Action and Proposed Settlement, Final Approval Hearing, and Motion for Attorneys’ Fees and Reimbursement of Litigation Expenses (substantially in the form attached hereto as **Exhibit A-1**), which is to be provided to members of the Class as directed by the Court.
- (aa) “Notice and Administration Costs” means the costs, fees and expenses that are incurred in connection with (i) providing Notice to the Class; and (ii) administering the Settlement Fund, including any claims administration fees, government reporting requirements, tax reporting, or escheat issues.

- (bb) “Opt-Out Threshold” means the level of exclusions by Class Members as defined in a separate agreement, giving Defendants the right to withdraw from and terminate the Settlement pursuant to paragraph 37 of this Stipulation.
- (cc) “Order and Final Judgment” means the order(s) and final judgment(s) to be entered in this Action pursuant to paragraph 35 of this Stipulation substantially in the form attached hereto as **Exhibit B**.
- (dd) “Person” and “Persons” means any individual, corporation, partnership, association, affiliate, joint stock company, estate, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.
- (ee) “Plaintiffs’ Counsel” means Lead Counsel and all other counsel who, at the direction and under the supervision of Lead Counsel, represent Class Members in the Action.
- (ff) “Plan of Allocation” means the plan for distributing the Remaining Assets of the Yield Plus Fund and the Net Settlement Fund, agreed to by the Settling Parties, or such other distribution plan that the Court may order.
- (gg) “Post-Distribution Expense Fund” means the expense fund to be established hereunder for purposes of covering the final expenses of liquidating the Yield Plus Fund as set forth in the Order and Final Judgment.
- (hh) “Preliminary Approval Order” means the order (substantially in the form attached hereto as **Exhibit A**) to be entered by the Court preliminarily approving the Settlement and directing that Notice be provided to the Class and that the Summary Notice be published.

(ii) “Reimbursement Payments” means the reimbursement to the Reserve Defendants of certain amounts as described below in paragraph 9(d).

(jj) “Released Claims” means any and all actions, causes of action, claims, damages, demands, duties, issues, judgments, liabilities, losses, matters, obligations, proceedings, and rights of every nature and description whatsoever, whether based on law or equity, on federal, state, local, statutory or common law or any other law, rule or regulation (whether foreign or domestic), including both known claims and Unknown Claims (as defined below), accrued claims and not accrued claims, foreseen claims and unforeseen claims, matured claims and not matured claims, suspected or unsuspected, fixed or contingent and whether or not concealed or hidden, that relate to, concern or in any way involve the Yield Plus Fund, and that have been or could have been asserted through the Effective Date in the Action in this Court or in any forum of competent jurisdiction (including a state or federal court or FINRA arbitration) by or on behalf of (a) the Lead Plaintiff or any other Member of the Class, (b) the Reserve Defendants, (c) the Yield Plus Fund, (d) the Independent Trustees, or (e) TD Ameritrade Defendants. With respect to the releases being given by the Reserve Defendants, Independent Trustees, and the Yield Plus Fund, “Released Claims” also includes all claims related to any and all actions, omissions or transactions up to the Effective Date involving or between one or more of the Reserve Defendants, on the one hand, and the Yield Plus Fund (including its current officers, in their respective capacities as such), Crederian or the Independent Trustees, on the other hand.

(kk) “Released Parties” means: (a) the Reserve Defendants; (b) the Yield Plus Fund; (c) the Independent Trustees; (d) the TD Ameritrade Defendants; (e) the trustees, directors, officers, employees, agents, representatives, insurers, attorneys, heirs, successors and assigns of each of the foregoing Released Parties, in their respective capacities as such; (f) Crederian, in its capacity as the liquidating services agent of the Yield Plus Fund, as well as in its capacity as Claims Administrator hereunder; (g) Eugene P. Grace, in his capacity as Chief Administrative Officer of Crederian in its capacity as the liquidating services agent of the Yield Plus Fund, and as an officer of the Yield Plus Fund; and (h) State Street Bank in its capacity as custodian for the Yield Plus Fund.

(ll) “Remaining Assets of the Yield Plus Fund” means the assets of the Yield Plus Fund as of the Effective Date plus accrued interest, excluding the amount in the Post-Distribution Expense Fund. Remaining Assets of the Yield Plus Fund does not include the Settlement Fund.

(mm) “Reserve Cash Contribution” means the \$2 million cash contribution(s) paid or caused to be paid by the Reserve Defendants as described below in paragraph 9(a).

(nn) “Reserve Defendants” means Reserve Management Company, Inc., Resrv Partners, Inc., Reserve Management Corporation, Bruce Bent Sr., Bruce R. Bent II, and Arthur T. Bent III

(oo) “Reserve Defendants’ Counsel” means the law firm of Morgan, Lewis & Bockius LLP.

- (pp) “Yield Plus Fund” means the Reserve Short-Term Investment Trust -- Reserve Yield Plus Fund, n/k/a the Short-Term Investment Trust In Liquidation -- Reserve Yield Plus Fund-in Liquidation.
- (qq) “Reserve Yield Plus Fund Investor Group” means the group of investors in the Yield Plus Fund which was collectively appointed as Lead Plaintiff in the Action, and which includes David Clouse, Mark Chipman, E. H. Levering, Wayne Lehman, David Krug and Thomas Johnston.
- (rr) “Settlement” means this Stipulation and Agreement of Settlement and the settlement contained herein.
- (ss) “Settlement Fund” means the Reserve Cash Contribution and the TD Ameritrade Cash Contribution, plus any interest earned thereon; the Reserve Cash Contribution and the TD Ameritrade Cash Contribution shall be segregated from each other.
- (tt) “Settling Parties” means (i) Lead Plaintiff on behalf of itself and the Class; (ii) the Reserve Defendants; (iii) the Yield Plus Fund; (iv) the Independent Trustees; and (v) the TD Ameritrade Defendants.
- (uu) “Shareholder” means a shareholder of the Yield Plus Fund still owning shares of the Yield Plus Fund as of the date of the Final Distribution Order, including any Defendant that became or becomes a transferee or assignee of shares of the Yield Plus Fund before the Final Distribution Order.
- (vv) “Stipulation” means this Stipulation and Agreement of Settlement.
- (ww) “Summary Notice” or “Publication Notice” means the summary notice (substantially in the form attached hereto as **Exhibit A-2**), which is to be published as set forth in the Preliminary Approval Order.

- (xx) “Tax Expenses” means any expenses and costs incurred in connection with the payment of Taxes (including, without limitation, expenses of tax attorneys and/or accountants and other advisors and expenses relating to the filing or failure to file all necessary or advisable tax returns) related to the Settlement Fund.
- (yy) “Taxes” means any taxes due and payable with respect to the income earned by the Settlement Fund, including any interest or penalties thereon.
- (zz) “TD Ameritrade Defendants” means real party in interest TD Ameritrade, Inc., TD Ameritrade Holding Corporation, Joseph H. Moglia, Fredric J. Tomczyk, William J. Gerber, J. Joe Ricketts, and The Toronto-Dominion Bank.
- (aaa) “TD Ameritrade Defendants’ Counsel” means the law firm of Jenner & Block.
- (bbb) “TD Ameritrade Cash Contribution” means the \$3.75 million cash contribution caused to be paid by the TD Ameritrade Defendants as described below in paragraph 9(b).
- (ccc) “Unknown Claims” means any and all Released Claims that the releasing party does not know or suspect to exist in his, her or its favor at the time of the release of the Released Claims, which if known by him, her or it might have affected his, her or its settlement with and release of the Released Claims, or might have affected his, her or its decision not to object to this Settlement or not exclude himself, herself or itself from the Class. With respect to any and all Released Claims, the parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by Cal. Civ. Code § 1542,

and any law of any state or territory of the United States, or principle of common law, or the law of any foreign jurisdiction, that is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides: **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.** The Settling Parties or Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but the Settling Parties shall expressly – and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Order and Final Judgment shall have – fully, finally and forever settled and released any and all Released Claims, known or Unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge, and Class Members by law and operation of the Order and Final Judgment shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a material element of the Settlement.

**CLASS CERTIFICATION**

- 2) The Class shall have the meaning set forth above in paragraph 1(f) above. Solely for purposes of the Settlement and for no other purpose, Defendants stipulate and agree to:
- (a) certification of the Class as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of the Class; (b) appointment of Lead Plaintiff as Class Representative; and (c) appointment of Lead Counsel as Class Counsel pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

**RELEASE OF CLAIMS**

- 3) The Settling Parties understand and agree that the obligations incurred pursuant to this Stipulation shall be in full and final disposition of the claims in the Class Action, and upon the Effective Date, certain releases will be effective as set forth below.
- 4) Upon the Effective Date, Lead Plaintiff and Members of the Class shall fully and finally release any and all of Lead Plaintiff's and the Class Members' Released Claims as against the Released Parties.
- 5) Upon the Effective Date, except as set forth herein, Defendants shall fully and finally release any and all current claims and future claims against the assets of the Yield Plus Fund, except that nothing herein shall limit Defendants' rights to participate in Shareholder distributions of the Remaining Assets of the Yield Plus Fund, as Shareholders or assignees of Shareholders of the Yield Plus Fund, in accordance with all subsequent orders of the Court related to the distribution of the Remaining Assets of the Yield Plus Fund.
- 6) Upon the Effective Date, Defendants shall fully and finally release any and all Released Claims against Lead Plaintiff, Lead Counsel, any other Class Member (except any Class

Member who has validly opted out), the Yield Plus Fund (including its current officers, in their capacities as such), Crederian, the Independent Trustees and any other Released Parties.

- 7) Upon the Effective Date, the Independent Trustees and the Yield Plus Fund (including its current officers, in their capacities as such) shall fully and finally release any and all Released Claims against Lead Plaintiff, Lead Counsel, any other Class Member, Defendants and any other Released Parties.
- 8) The Stipulation resolves all claims asserted by Lead Plaintiff, by or on behalf of the Class, against Defendants with respect to this Action.

#### **THE SETTLEMENT CONSIDERATION**

- 9) The Settlement Fund shall be funded, and the Reimbursement Payments made, as follows:
  - a) Within five (5) business days of the Court's preliminary approval of this Stipulation , and simultaneous with the payment of the Reimbursement Payments, the Reserve Defendants shall pay or cause to be paid into the Yield Plus Fund the Reserve Cash Contribution in the amount of two million dollars (\$2,000,000) in cash, which shall be segregated within the Yield Plus Fund;
  - b) Within ten (10) business days of the Court's preliminary approval of this Stipulation, TD Ameritrade, Inc. shall pay the TD Ameritrade Cash Contribution in the amount of three million seven hundred fifty thousand dollars (\$3,750,000); the TD Ameritrade Cash Contribution shall be maintained in a separate escrow account established by Crederian at Citizens Bank;
  - c) The Reserve Cash Contribution and the TD Ameritrade Cash Contribution will comprise the Settlement Fund but will be segregated from each other at all times;

- d) Within five (5) business days of the Court's preliminary approval of the Settlement, and simultaneous with the payment of the Reserve Cash Contribution, the Reserve Defendants shall be reimbursed four million eight thousand one hundred fifty one dollars (\$4,008,151) for their claims against the Yield Plus Fund for any actual or claimed expenses or fees (the "Reimbursement Payments"). Payment shall be made to RMCI for the benefit of the Reserve Defendants. The claimed expenses include, *inter alia*, management fees, broker and Rule 12b-1 fees, litigation and investigation expenses, rights to indemnification from the Yield Plus Fund and other actual and estimated legal fees in conjunction with the Settlement approval process, and pre-judgment interest. No other expenses shall be reimbursed to the Reserve Defendants. Payment under this subparagraph shall be made solely to RMCI for the benefit of the Reserve Defendants, and RMCI shall have the sole responsibility of allocating the Reimbursement Payments among the Reserve Defendants.
- e) Pursuant to wiring instructions that the Reserve Defendants shall cause to be provided to Crederian, the Reimbursement Payments shall be made to RMCI, subject to Court approval, within five (5) business days after the Court grants preliminary approval of the Settlement, notwithstanding that the Effective Date has not occurred and notwithstanding any objections or appeals or collateral attack thereon, subject to the Reserve Defendants' obligation to (i) simultaneously pay or cause to be paid the Reserve Cash Contribution; and (ii) cause the Reimbursement Payments to be promptly returned in the event the Court's approval of the Settlement is effectively reversed as a result of a final order on appeal or other proceedings (at which time the Reserve Cash Contribution would also be returned).

- 10) The Net Settlement Fund shall be distributed to Class Members, through the record holders, pursuant to the Plan of Allocation, or other distribution order as may be ordered by the Court and the record holders will be required to distribute the settlement proceeds to Class Members pursuant to the Plan of Allocation. The Net Settlement Fund shall be distributed within ninety (90) days following the Effective Date, or as otherwise ordered by the Court. Defendants shall not share in the distribution of any part of the Net Settlement Fund to Class Members, but shall otherwise share in any distributions of the Remaining Assets of the Yield Plus Fund as appropriate for their respective account holdings as Shareholders or assignees of Shareholders.
- 11) Subject to paragraphs 9 and 10 above and paragraph 12 below, within ninety (90) days following the Effective Date, or as otherwise ordered by the Court, the Remaining Assets of the Yield Plus Fund, except for the Post-Distribution Expense Fund, shall be distributed to Shareholders in accordance with all orders of the Court.
- 12) Within 45 days after entry of the Preliminary Approval Order, the Fund Board shall submit to the Court for approval, with copies to all Settling Parties, a proposed budget of remaining expenditures for the Yield Plus Fund and the Fund Board for which they will be seeking a hold-back from the Remaining Assets of the Yield Plus Fund prior to further distribution to Shareholders (the "Post-Distribution Expense Fund"). The other Settling Parties may submit papers to the Court objecting to, or opposing, the Fund Board's proposed budget, in which case the Court shall resolve the issues and determine the budget for Fund Board and Yield Plus Fund expenses. The amount of the budget approved by the Court shall be held back from the final distribution of the Remaining Assets of the Yield Plus Fund to Shareholders.

Any remaining amounts for which a Shareholder distribution is not economically feasible shall be escheated as per applicable law.

**USE OF SETTLEMENT FUND**

- 13) The Settlement Fund shall be used to pay any: (i) Taxes and Tax Expenses; (ii) Notice and Administration Costs; and (iii) any attorneys' fees and Litigation Expenses awarded by the Court. As the Settlement Fund is composed of two segregated contributions, the payments described in (i) - (iii) above of this paragraph shall be paid proportionately—by size of contribution (i.e., 34.8% from the Reserve Cash Contribution and 65.2% from the TD Ameritrade Cash Contribution)—out of the Reserve Cash Contribution and the TD Ameritrade Cash Contribution. The balance remaining in the Settlement Fund, *i.e.*, the Net Settlement Fund, shall be distributed to Class Members in accordance with the Plan of Allocation, or as otherwise ordered by the Court. All costs and expenses incurred by Lead Plaintiff or on behalf of Lead Plaintiff and the other Members of the Class associated with the Settlement Fund, including but not limited to any attorneys' fees and expenses of Plaintiffs' Counsel, shall be paid from the Settlement Fund as awarded by the Court. In no event shall the Defendants bear any further or additional responsibility for any such costs or expenses beyond payment of the Reserve Cash Contribution by the Reserve Defendants or the TD Ameritrade Cash Contribution by the TD Ameritrade Defendants.
- 14) Except as provided herein or pursuant to orders of the Court, the TD Ameritrade Cash Contribution portion of the Net Settlement Fund shall remain segregated from the Yield Plus Fund. All funds held in the Yield Plus Fund and the Net Settlement Fund, and the amounts referred to in paragraph 12, above, shall continue to be subject to the supervision 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.

15) All Taxes (including any interest or penalties) and Tax Expenses shall be considered to be a cost of administration of the Settlement and shall be paid out of the Settlement Fund. The Settling Parties hereto agree to cooperate with each other, Crederian, and their tax attorneys and accountants, to the extent reasonably necessary to carry out the provisions of this Stipulation.

16) This is not a claims-made settlement in that Class Members will not be required to file proofs of claim to obtain their appropriate shares of the Net Settlement Fund to which they may be entitled. Except as otherwise provided herein, as of the Effective Date, neither Defendants nor any other Person who paid any portion of the Settlement Fund on any of their behalves shall have any right to the return of the Settlement Fund or any portion thereof. If any portion of the Net Settlement Fund remains following distribution to Class Members as authorized by the Court, any remaining amounts for which a subsequent Class Member distribution is not economically feasible shall be escheated as per applicable law. If all conditions of the Stipulation are satisfied and the Settlement receives final Court approval and is not overturned on appeal or overturned as a result of further proceedings on remand, or successfully collaterally attacked, no additional funds in or related to the Yield Plus Fund will be returned to Defendants.

17) The Claims Administrator shall discharge its duties under the supervision of the Fund Board and Lead Counsel and subject to the jurisdiction of the Court. Except as otherwise expressly provided herein, the Released Parties shall have no responsibility whatsoever for the notice and administration of the Settlement, and shall have no liability whatsoever to any person,

including, but not limited to, the Lead Plaintiff and Class Members, in connection with any such notice and administration. Crederian shall cause the Notice to be mailed to all Class Members, through the record holders, pursuant to contact information contained in the books and records of the Yield Plus Fund. The Fund Board shall cause the Notice to be posted on the Yield Plus Fund's website, <http://www.primary-yieldplus-inliquidation.com>.

18) At the request of Lead Counsel, Crederian shall cause to be paid from the Settlement Fund, after notice to but without further approval from Defendants or the Fund Board or further order of the Court, all reasonable Notice and Administration Costs actually incurred in connection with administering the Settlement. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, reimbursements to nominee or legal owners for forwarding the Notice to their beneficial owners, the administrative expenses actually incurred and fees reasonably charged by the Claims Administrator in connection with providing Notice and distributing the Settlement Fund, and the reasonable fees, if any, related to the Settlement Fund. All Notice and Administration Costs and any of Lead Plaintiffs' attorney's fees shall be paid out of the Settlement Fund unless the Settlement does not become final, in which case all Notice and Administration Costs shall be borne by the Yield Plus Fund and all Lead Plaintiffs' attorney's fees shall be returned to the Yield Plus Fund. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs properly paid or incurred, including any related fees, shall not be returned or repaid.

19) Crederian shall be paid the reasonable costs for its administration services out of the Settlement Fund, and Defendants will have no involvement in paying, reviewing or challenging the claims reviewed as part of the administration process.

**THE PLAN OF ALLOCATION**

20) The Plan of Allocation for disbursing the Net Settlement Fund and the Remaining Assets of the Yield Plus Fund to Class Members and Shareholders, respectively, (the “Plan of Allocation”) is as follows: (a) the Remaining Assets of the Yield Plus Fund (other than the amounts in the Post-Distribution Expense Fund) shall be distributed pro rata based on account balance to Shareholders (including to the extent applicable to Defendants), except as otherwise set forth in this agreement, or ordered by the Court; (b) the Reserve Cash Contribution portion of the Net Settlement Fund shall be distributed to the record holders for distribution pro rata based on account balance to all Class Members; and (c) the TD Ameritrade Cash Contribution portion of the Net Settlement Fund shall be distributed solely to TD Ameritrade, Inc. as the record holder for pro rata distribution solely to Class Members who purchased their shares of the Yield Plus Fund from or through TD Ameritrade, Inc. For clarification, the name of the account at Yield Plus Fund for which TD Ameritrade, Inc. is the record holder is “Ameritrade, Inc. for the exclusive benefit of our customers.” If the prorated payment to any Class Member or other Shareholder in any distribution calculates to less than \$0.01, it will not be included in the calculation and no distribution will be made to that Class Member or Shareholder. The monies that would have been made in distributions that calculate to less than \$0.01 will instead be included in the distributions to those Class Members or Shareholders who would receive \$0.01 or more, and the calculations will be re-run excluding those who would receive less than \$0.01. For clarification, payments from the Net Settlement Fund and the remaining assets of the Yield Plus Fund may be made through one or more distributions, and the \$0.01 minimum will apply to each distribution.

21) The Plan of Allocation's separate treatment of the Reserve Cash Contribution and the TD Ameritrade Cash Contribution, as well as the plan to distribute the Fund's assets pro rata to all Shareholders (including to the extent applicable Defendants) are necessary terms of this Settlement, and any Settling Party may cancel or terminate the Stipulation or the Settlement if this Court or any appellate court declines to approve this Plan of Allocation.

**ATTORNEYS' FEES AND LITIGATION EXPENSES**

22) Lead Counsel will apply to the Court, on behalf of itself and all Plaintiffs' Counsel, for a collective award from the Settlement Fund of attorneys' fees. Lead Counsel also will apply to the Court for reimbursement from the Settlement Fund of Plaintiffs' Counsel's Litigation Expenses. Litigation Expenses may include reimbursement of the expenses of Lead Plaintiff in accordance with 15 U.S.C. § 78u-4(a)(4). Attorneys' fees and Litigation Expenses are not the subject of any agreement between the Settling Parties other than what is set forth in this Stipulation.

23) Lead Counsel shall have the sole authority to allocate the Court-awarded attorneys' fees among Plaintiffs' Counsel in a manner which it, in good faith, believes reflects the contributions of such counsel to the prosecution and settlement of the Action. The Released Parties shall have no responsibility for, and no liability with respect to, the attorneys' fees or expenses that the Court may award in the Action, or to the allocation among Plaintiffs' Counsel.

24) The procedure for and amounts of any award of attorneys' fees and Litigation Expenses, and the allowance or disallowance by the Court thereof, shall not be a condition of the Settlement. Lead Counsel shall request that its application for an award of attorneys' fees and Litigation Expenses be considered by the Court separately from the Court's consideration of

the fairness and adequacy of the Settlement. Any order or proceedings relating to such request, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate the Settlement or affect the releases set forth herein. The finality of the Settlement shall not be conditioned on any ruling by the Court concerning Lead Counsel's application for attorneys' fees and Litigation Expenses.

25) Any attorneys' fees and Litigation Expenses that are awarded by the Court shall be paid to Lead Counsel from the Settlement Fund, subject to Court approval, within five business days upon award by the Court notwithstanding that the Effective Date has not occurred and notwithstanding any objections or appeals or collateral attack thereon, subject to Plaintiffs' Counsel's obligation to promptly return the amounts in the event the amounts are modified or eliminated as a result of a final order on appeal or other proceedings.

**CLAIMS ADMINISTRATOR**

26) The Claims Administrator, subject to the supervision, direction and approval of the Fund Board, Lead Counsel and the Court, shall calculate and administer (i) the distribution of the Net Settlement Fund to Class Members; (ii) the distribution of the Remaining Assets of the Yield Plus Fund to Shareholders; and (iii) the performance of all claims administration procedures necessary or appropriate in connection therewith. Except as otherwise provided herein, Defendants and the other Released Parties shall have no liability, obligation or responsibility for the Notice, administration of the Settlement or disbursement of the Net Settlement Fund. Defendants shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms.

27) Each Class Member shall be deemed to have submitted to the jurisdiction of the Court with respect to the Class Member's distribution from the Settlement Fund, including, but not

limited to, the releases provided for in the Order and Final Judgment. Each Class Member will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to the issue of his, her or its status as a Class Member and the validity and amount of the applicable record holder's distribution. No discovery shall be allowed on the merits of this Action or this Settlement in connection with the distribution of the Settlement Fund.

- 28) Lead Counsel and the Fund Board will apply to the Court, with reasonable notice to Defendants, for a Final Distribution Order, *inter alia*: (i) approving the Claims Administrator's administrative determinations concerning the calculation and distribution of the Remaining Assets of the Yield Plus Fund to Shareholders; (ii) approving the Claims Administrator's administrative determinations concerning the calculation and distribution of the Net Settlement Fund to Class Members; (iii) approving payment from the Settlement Fund of any outstanding administration fees and expenses associated with the administration of the Settlement Fund in the manner stated herein; and (iv) once the Effective Date has occurred, directing payment of the Remaining Assets of the Yield Plus Fund to Shareholders and directing payment of the Net Settlement Fund to Class Members in accordance with the Plan of Allocation within 90 days.
- 29) Payment pursuant to the Final Distribution Order shall be final and conclusive against any and all Class Members and Shareholders.
- 30) All proceedings with respect to the administration, processing and distribution of the Settlement Fund, and the determination of all controversies relating thereto, including disputed questions of law and fact, shall be subject to the jurisdiction of the Court.

## **REQUESTS FOR EXCLUSION**

- 31) A Class Member requesting exclusion from the Class must provide in writing the following information to the Claims Administrator: (i) name, (ii) address, (iii) telephone number, (iv) number of Yield Plus Fund shares owned during the Class Period and, if purchased through a broker or nominee, the name of the broker or nominee, (v) number of Yield Plus Fund shares held as of September 16, 2008, and (viii) a statement that the person or entity wishes to be excluded from the Class. Unless otherwise ordered by the Court, any Class Member who does not submit a timely written request for exclusion as provided by this section shall be bound by the Settlement. Unless otherwise ordered by the Court, Persons who would otherwise be Class Members but who submit valid exclusion requests will not be eligible to participate in distribution of the Net Settlement Fund, but will otherwise be eligible to participate in the distribution of the Remaining Assets of the Yield Plus Fund, as set forth herein. If exclusions are requested by Class Members representing more than a fixed amount of the estimated total amount of the Remaining Assets to be distributed pursuant to the Settlement, (with the amount as specified by the Settling Parties in a separate agreement (the “Opt-Out Threshold”)), then the Defendants shall have the right to withdraw from and terminate the Settlement pursuant to paragraph 37 of this Stipulation.
- 32) All Settling Parties reserve their rights to communicate with and attempt to persuade any Class Member who requests to be excluded from the Class, to withdraw its request for exclusion. In the event the exclusion request is withdrawn prior to the Final Approval Hearing, the exclusion request shall be deemed null and void.
- 33) The Claims Administrator shall scan and send electronically copies of all requests for exclusion in PDF format (or such other format as shall be agreed) to counsel to the Fund

Board, the Reserve Defendants' Counsel, TD Ameritrade's Counsel, and to Lead Counsel expeditiously (and not more than three (3) business days) after the Claims Administrator receives such a request.

**TERMS OF PRELIMINARY APPROVAL ORDER  
IN CONNECTION WITH SETTLEMENT PROCEEDINGS**

34) Following execution of this Stipulation, Lead Plaintiff, by and through Lead Counsel, shall submit the Stipulation together with its exhibits to the Court and shall move for entry of the Preliminary Approval Order substantially in the form annexed hereto as **Exhibit A**.

**TERMS OF ORDER AND FINAL JUDGMENT**

35) Lead Plaintiff, by and through Lead Counsel, shall request that the Court enter an Order and Final Judgment substantially in the form attached hereto as **Exhibit B**. The Settlement is conditioned upon receiving final judicial approval of the Stipulation of Settlement, including all material settlement terms, entry of an Order and Final Judgment substantially in the form attached hereto as **Exhibit B**, and expiration of the time for appeal from such approval.

**EFFECTIVE DATE OF SETTLEMENT, WAIVER OR TERMINATION**

36) The Effective Date of Settlement shall be the latest date when all of the following shall have occurred:

- (a) entry of the Preliminary Approval Order;
- (b) approval by the Court of the Settlement, following notice to the Class and a hearing in accordance with Rule 23 of the Federal Rules of Civil Procedure; and
- (c) entry by the Court of an Order and Final Judgment approving the Settlement, and the expiration of any time for appeal or review of the Order and Final Judgment, or, if any appeal is filed and not dismissed, after the Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or

review by certiorari or otherwise, and the time for any petition for reargument, appeal or review, by certiorari or otherwise, has expired, or, in the event that the Court enters an Alternative Judgment and none of the parties hereto elects to terminate this Settlement, the date that such Alternative Judgment becomes final and no longer subject to appeal or review by certiorari or otherwise, and the time for any petition for re-argument, appeal or review, by certiorari or otherwise, has expired.

37) Defendants, Lead Plaintiff, the Yield Plus Fund, and the Independent Trustees each shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (“Termination Notice”) to the others within thirty (30) days of the date on which: (a) the Court declines to enter the Preliminary Approval Order; (b) the Court declines to approve this Settlement or any material part of it; (c) the Court declines to enter the Order and Final Judgment in any material respect; (d) the Order and Final Judgment is vacated, modified or reversed in any material respect; (e) an Alternative Judgment is vacated, modified or reversed in any material respect; or (f) the Effective Date of Settlement otherwise does not occur. Pursuant to paragraph 31 hereof, Defendants shall also have the right to terminate the Settlement if the Opt-Out Threshold is reached or exceeded. The foregoing list is not intended to limit or impair the parties’ rights under the law of contracts of the State of New York with respect to any breach of this Stipulation. In the event the Settlement and this Stipulation are terminated, the provisions of ¶¶ 1, 18, 37, 38, and 39 shall survive termination.

38) Except as otherwise provided herein, in the event the Settlement is terminated or if the Effective Date fails to occur for any reason, the Settling Parties shall be deemed to have

reverted *nunc pro tunc* to their respective status in the Action as of January 15, 2015. In that event:

- a) Except as otherwise expressly provided herein, the Settling Parties shall proceed in all respects as if this Stipulation and any related orders had not been entered, and as if the releases herein had not been made, without any prejudice in any way from the negotiation, fact or terms of this Stipulation.
- b) Any paid or incurred Tax and Tax Expenses and Notice and Administration Costs shall be paid out of the Yield Plus Fund and shall not be subject to repayment.
- c) The Reimbursement Payments plus accrued interest (if any) shall be returned to the Yield Plus Fund by Reserve Defendants within ten (10) days after written notification of an event terminating the Settlement.
- d) The Reserve Cash Contribution plus accrued interest (if any) shall be returned to the Reserve Defendants within ten (10) days after written notification of an event terminating the Settlement.
- e) The TD Ameritrade Cash Contribution plus accrued interest (if any) shall be returned to the payor within ten (10) days after written notification of an event terminating the Settlement.

**NO ADMISSION OF WRONGDOING**

39) Whether or not the Settlement is approved by the Court, and whether or not the Settlement is consummated, the fact and terms of this Stipulation, including exhibits, all negotiations, discussions, drafts and proceedings in connection with the Settlement, and any act performed or document signed in connection with the Settlement:

- a) shall not be offered or received as evidence of, or be deemed to be evidence of, any presumption, concession or admission with respect to the truth of any fact alleged by any Settling Party or the validity, or lack thereof, of any claim that has been or could have been asserted in the Action (including the Complaint) or in any other litigation, or the validity or deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or of any liability, negligence, fault or wrongdoing;
- b) shall not be offered or received as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document, or as evidence of any infirmity in any claims asserted in the Complaint;
- c) shall not be offered or received as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the Settling Parties, in any arbitration proceeding or other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that if this Settlement is approved by the Court, any Person may refer to it to effectuate the liability protection granted them hereunder;

- d) shall not be construed as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and
- e) shall not be construed as or received in evidence as an admission, concession or presumption that any of the claims in the Complaint are without merit or that damages recoverable under the Complaint would not have exceeded the amounts set forth herein.

**MISCELLANEOUS PROVISIONS**

- 40) All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that a conflict or inconsistency exists between the terms of this Stipulation and the terms of any exhibit hereto, the terms of this Stipulation shall prevail.
- 41) If a case is commenced in respect of Defendants (or any Person contributing funds to the Settlement Fund on behalf of Defendants) under Title 11 of the United States Code (Bankruptcy), or a trustee, receiver, conservator, or other fiduciary is appointed under any similar law, and 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 Defendants 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 to the Settlement Fund by others, then, at the election of Lead Counsel, the parties shall jointly move the Court to vacate and set aside the releases given and the Order and Final Judgment entered, which releases and judgment shall be null and void, and the parties shall be restored to their respective positions in the litigation immediately prior to

January 15, 2015, and the Reserve Cash Contribution, TD Ameritrade Cash Contribution, and Reimbursement Payments shall be returned.

- 42) This Stipulation may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Settling Parties or their successors-in-interest.
- 43) The headings herein are used for the purpose of convenience only and are not meant to have legal effect.
- 44) The Settling Parties intend the Settlement to be a final and complete resolution of all claims in the Complaint as set forth herein. Accordingly, the Settling Parties agree not to assert any claim under Rule 11 of the Federal Rules of Civil Procedure or any similar law, rule or regulation, that the Action was brought or defended in bad faith or without a reasonable basis. The Settling Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length in good faith by the Settling Parties, and reflect a settlement that was reached voluntarily based upon adequate information and after consultation with experienced legal counsel. While retaining their right to deny that the claims advanced in the Litigation were meritorious, Defendants in any statement made to any media representative (whether or not for attribution) will not deny that, based upon the publicly available information at the time, the Litigation was filed in good faith and with an adequate basis in fact to comply with Rule 11 and is being settled voluntarily after consultation with competent counsel.
- 45) The waiver by one Settling Party of any breach of this Stipulation by any other Settling Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.
- 46) This Stipulation and its exhibits constitute the entire agreement among the Settling Parties as to the Yield Plus Fund, and no representations, warranties or inducements have been made to

any Settling Party concerning this Stipulation or its exhibits, other than the representations, warranties and covenants contained and memorialized in such documents.

47) 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 e-mail. All executed counterparts and each of them shall be deemed to be one and the same instrument.

48) The Settling Parties and their respective counsel of record agree that they will use their best efforts to obtain all necessary approvals of the Court required by this Stipulation.

49) Each counsel signing this Stipulation represents that such counsel has authority to sign this Stipulation on behalf of the respective Settling Party, and that they have the authority to take appropriate action required or permitted to be taken pursuant to this Stipulation to effectuate its terms.

50) This Stipulation shall be binding upon and shall inure to the benefit of the successors and assigns of the Settling Parties.

51) Notices to counsel for the Settling Parties required by this Stipulation shall be submitted either by any form of overnight mail, e-mail, facsimile, or in person to each of the signatories below.

52) Subject to paragraph 30 herein, the administration, consummation and enforcement of the Settlement as embodied in this Stipulation shall be under the authority of the Court and the Settling Parties intend that the Court retain jurisdiction for the purpose of, *inter alia*, entering orders, providing for awards of attorneys' fees and Litigation Expenses, and enforcing the terms of this Stipulation.

53) 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

New York without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

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

IN WITNESS WHEREOF, the parties hereto have caused this Stipulation to be executed, by their duly authorized attorneys as of June 4, 2015.

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By: 

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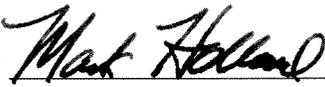
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*Signing for All of Agreement Except  
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