



*Claims by Defendants* (“**First Amended Adversary Complaint**”) [Docket No. 91]; and *Amended Summons and Notice of Pretrial Conference in an Adversary Proceeding* (“**Amended Summons and Notice**”) [Docket No. 92] on, among others defendants, “Reams Bill & Melinda Gates Foundation” and “Reams Bill & Melinda Gates Foundation Trust”;

WHEREAS, The Bill & Melinda Gates Foundation (the “**Foundation**”) has advised and represented to the plaintiff that it was incorrectly named as a defendant in this adversary proceeding as the Foundation never held any term debt and did not receive any transfer pursuant to the “Term Loan Agreement” as such term is defined in the First Amended Adversary Complaint;

WHEREAS, Bill & Melinda Gates Foundation Trust (the “**Trust**”) was the entity affiliated with Bill and Melinda Gates that held term debt pursuant to the Term Loan Agreement in connection with its investment account with Reams Asset Management;

IT IS NOW THEREFORE, HEREBY STIPULATED AND AGREED, by and among counsel for the parties, as follows:

1. Defendant “Reams Bill & Melinda Gates Foundation Trust” is hereby substituted in the place and stead of defendant “Reams Bill & Melinda Gates Foundation” in the First Amended Adversary Complaint and the Exhibits thereto. Plaintiff agrees that, in the event that the Court grants its motion to unseal the Exhibits to the First Amended Adversary Complaint, plaintiff shall file corrected Exhibits listing the “Reams Bill & Melinda Gates Foundation Trust,” and not “Reams Bill & Melinda Gates Foundation,” as the recipient of any alleged avoidable transfers.

2. The named defendant “Reams Bill & Melinda Gates Foundation” and The Bill & Melinda Gates Foundation are hereby dismissed with prejudice from the adversary proceeding.

3. The Trust acknowledges and agrees to accept service of the Amended Summons and Notice as of the date that it was served on the Foundation.

4. Except as expressly provided for herein, nothing contained herein shall prejudice, impair or otherwise affect any party's rights, claims, and/or defenses, all of which are preserved.

5. This Agreement shall not be construed as or be deemed to be, in any manner whatsoever, evidence of an admission or concession by any Party.

6. This Agreement may not be amended or modified except by writing, signed on behalf of each party by its counsel or authorized representative.

7. The undersigned represent that they are fully authorized to enter into the terms and conditions of and to execute this Agreement on their own behalf and/or on behalf of their respective client(s).

8. This Agreement may be executed in counterparts, each of which counterpart shall be original, but together shall constitute one and the same instrument. A scanned electronic copy of a signature shall be treated as an original.

Dated: New York, New York  
November 3, 2015

**HAHN & HESSEN LLP**

**DICKSTEIN SHAPIRO LLP**

/s/ Mark T. Power  
Mark T. Power, Esq.  
Sarah Gryll, Esq.  
488 Madison Avenue  
New York, New York 10022  
Telephone: (212) 478-7200  
Facsimile: (212) 478-7400

/s/ Eric B. Fisher  
Barry N. Seidel, Esq.  
Eric B. Fisher, Esq.  
1633 Broadway  
New York, N.Y. 10019-6708  
Telephone: (212) 277-6500  
Facsimile: (212) 277-6501

*Counsel for the Named-Defendants Reams Bill &  
Melinda Gates Foundation and Reams Bill &  
Melinda Gates Foundation Trust*

*Counsel for Plaintiff*

SO-ORDERED this 4<sup>th</sup> day of November 2015

s/ Robert E. Gerber  
United States Bankruptcy Judge