

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS**

BUDICAK, INC., BLUE MARLIN
ARBITRAGE, LLC, and PRIME TRADING,
LLC, individually and on behalf of others
similarly situated,

Plaintiffs,

v.

LANSING TRADE GROUP, LLC,
CASCADE COMMODITY CONSULTING,
LLC, and JOHN DOES NOS. 6-10

Defendants.

Case No. 2:19-cv-02449

Judge Julie A. Robinson

**STIPULATION AND AGREEMENT OF SETTLEMENT WITH
CASCADE COMMODITY CONSULTING, LLC**

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THIS STIPULATION AND AGREEMENT OF SETTLEMENT (the “**Stipulation**”) is made and entered into on July 1, 2020 (“**Execution Date**”). This Stipulation is entered into between Plaintiffs Budicak, Inc., Blue Marlin Arbitrage, LLC, and Prime Trading, LLC (collectively, “**Plaintiffs**”) on behalf of themselves and the other members of the Settlement Class by and through Plaintiffs’ Counsel, and Defendant Cascade Commodity Consulting, LLC (“**Cascade**”) by and through its undersigned Counsel of record in this Action.

WHEREAS, on July 20, 2018, Budicak, Inc. filed a putative class action in the Northern District of Illinois against Lansing Trade Group, LLC (“**Lansing**”) and John Doe Defendants alleging the manipulation of Chicago Board of Trade (“**CBOT**”) wheat futures and options contracts (“**CBOT Futures and Options**”) in violation of the Commodity Exchange Act, 7 U.S.C. §§1, *et seq.*, the Sherman Antitrust Act, 15 U.S.C. § 1, and the common law;

WHEREAS, on October 1, 2018, Plaintiffs filed their Amended Class Action Complaint (“**Complaint**”), adding Cascade as a defendant;

WHEREAS, on November 16, 2018, Cascade filed a motion to dismiss the Complaint for lack of personal jurisdiction pursuant to FED. R. CIV. P. 12(b)(2) in the Northern District of Illinois;

WHEREAS, on August 5, 2019, the Northern District of Illinois granted Lansing’s motion to transfer the Action to the District of Kansas pursuant to 28 U.S.C. § 1404(a) and effected the transfer order on August 7, 2019;

WHEREAS, on October 9, 2019, Cascade filed a motion to dismiss the Complaint for improper venue or, alternatively, lack of personal jurisdiction in the District of Kansas, which the Court denied on February 14, 2020;

WHEREAS, Plaintiffs' Counsel conducted an investigation and analyzed the applicable law with respect to Plaintiffs' claims against Cascade and Cascade's potential defenses thereto;

WHEREAS, Plaintiffs and Cascade engaged in arm's-length negotiations to resolve the Action;

WHEREAS, in the course of the Parties' discussions and negotiations, Cascade provided information relevant to Plaintiffs' claims and Cascade's defenses to those claims, and Plaintiffs' Counsel considered that information before Plaintiffs agreed to this Settlement;

WHEREAS, based on their independent investigation and the information provided by Cascade, Plaintiffs' Counsel and Plaintiffs have concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate to and in the best interests of Plaintiffs and the Settlement Class, and determined that it is in the best interests of the Settlement Class to enter into this Stipulation in order to avoid the uncertainties of complex litigation and to assure a benefit to the Settlement Class;

WHEREAS, based on Plaintiffs' direct oversight of the prosecution of this matter and with the advice of their counsel, each Plaintiff has agreed to this Settlement with Cascade pursuant to the terms and provisions of this Stipulation, after considering (i) the substantial benefits the Settlement Class will receive from the Settlement, (ii) the significant risks of litigation and trial, and (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation;

WHEREAS, Cascade denies any liability, fault, or wrongdoing of any kind in connection with the allegations in the Action and is entering into this Stipulation to eliminate the uncertainty, burden, and expense of further protracted litigation;

WHEREAS, the Parties are entering into this Stipulation for legitimate and practical reasons and this Stipulation shall not be construed or deemed to be evidence or an admission, concession or waiver on the part of Plaintiffs or Cascade with respect to any right, claim, allegation, or defense that has been or could have been asserted in this Action;

WHEREAS, Plaintiffs and Cascade each recognize and acknowledge that the Action has been initiated, filed, and prosecuted by Plaintiffs in good faith and defended by Cascade in good faith, that the Action is being voluntarily settled with all Parties having received the benefit of the advice of their respective counsel, and that the terms of the Settlement are fair, adequate, and reasonable; and

WHEREAS, 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, discharge, and dismiss with prejudice the Action and all Settled Claims against Cascade;

WHEREAS, the Parties enter into the Settlement with full knowledge that adverse or favorable Court decisions and/or other events may take place in the future that might affect the positions of the Parties, including prior to the entry of the Final Approval Order and Judgment, and they intend to be bound by this Settlement, subject to Final approval of the Court, notwithstanding the possibility or occurrence of any such future events or changes in position;

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs (individually and on behalf of all other Settlement Class Members) and Cascade, by and through the undersigned counsel, subject to approval by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that in consideration of the benefits flowing to the Parties from the Settlement, all Settled Claims as against Cascade and the other Released Parties and all

Released Parties' Claims against Plaintiffs and Releasing Parties shall be settled and released without costs to Plaintiffs, the Settlement Class or Cascade, on and subject to the terms and conditions set for below.

1. Terms Used In This Agreement

As used in this Stipulation, the following terms shall have the following meanings:

- a. "Cascade" means Cascade Commodity Consulting, LLC.
- b. "Cascade's Counsel" means the law firm of Graves Garrett LLC.
- c. "Action" means *Budicak, Inc., et al v. Lansing Trade Group, LLC, et al*, Case No. 2:19-CV-02449-JAR-ADM (D. Kan.), and any other action now existing or subsequently filed that is consolidated, related, or based on the same or similar claims as any of the foregoing actions.
- d. "Alternate Judgment" means a form of Final judgment that may be entered by the Court herein but in a form other than the form of Judgment provided for in this Stipulation, provided that the Alternate Judgment may not differ materially from the form of Judgment provided for in this Stipulation.
- e. "CBOT Futures and Options" means Chicago Board of Trade wheat futures and options contracts.
- f. "Class Notice" means notice given to the Settlement Class of the Settlement pursuant to the program and form of notice approved by the Court.
- g. "Complaint" means the Consolidated Amended Class Action Complaint filed in the Action on October 1, 2018 (ECF No. 37).
- h. "Court" means the United States District Court for the District of Kansas.

i. “Defendants” means Cascade Commodity Consulting, LLC, Lansing Trade Group, LLC, and any other persons or entities who or which are named as defendants in the Action at any time up to and including the date the Preliminary Approval Order is entered.

j. “Effective Date” with respect to the Settlement means the first business day following occurrence or waiver of all the events and conditions specified in Section 8.

k. “Final” with respect to the Judgment or, if applicable, the Alternate Judgment, or any other Court order, means: (i) if no appeal is filed, the expiration of the time for the filing or noticing of any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) days after entry of the judgment or order; or (ii) if there are any appeals 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 time to file a petition for 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 solely with respect to (i) the Plan of Distribution for this Action or (ii) attorneys’ fees, costs, or expenses, shall not in any way delay or preclude a judgment from becoming Final.

l. “Final Approval Order” means an order of the Court approving of the Settlement following (i) preliminary approval of the Settlement Agreement, (ii) the issuance of the Class Notice pursuant to the Preliminary Approval Order, and (iii) the Settlement Hearing.

m. “Judgment” means the Final judgment approving the Settlement entered by the Court, substantially in the form to be agreed upon by the Parties.

n. “Parties” means Plaintiffs, on behalf of themselves and the other members of the Settlement Class, and Cascade.

o. “Plaintiffs” means Budicak, Inc., Blue Marlin Arbitrage, LLC, and Prime Trading, LLC.

p. “Plaintiffs’ Counsel” means the law firms of Cafferty Clobes Meriwether & Sprengel, LLP and Lowey Dannenberg, P.C.

q. “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the Settlement and directing that notice of the Settlement be provided to the Settlement Class in a form to be agreed upon by the Parties.

r. “Released Parties” means Cascade, together with its respective past and present, direct and indirect corporate parents (including holding companies), subsidiaries, related entities, affiliates, associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), divisions, joint ventures, predecessors, successors, and each of its respective past or present officers, directors, partners, managing directors, employees, agents, contractors, attorneys, legal or other representatives, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, insurers, shareholders, advisors, and assigns.

s. “Released Parties’ Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common, or foreign law (including but not limited to FED. R. CIV. P. 11), that arise out of or relate in any way to the institution, prosecution, maintenance, or Settlement of the Claims asserted in the Action against Cascade. Released Parties’ Claims shall not include: (i) any claims relating to the enforcement of the Settlement; or (ii) any claims against any person or

entity that submits a request for exclusion from the Settlement Class in connection with the Class Notice and whose request is accepted by the Court.

t. “Releasing Parties” means individually and collectively each Plaintiff and Settlement Class Member, on behalf of himself, herself, or itself, and each of his, her, or its respective past or present officers, directors, stockholders, agents, employees, legal representatives, partners, associates, trustees, parents, subsidiaries, divisions, affiliates, heirs, executors, insurers, administrators, purchasers, predecessors, successors, and assigns, and attorneys, including Plaintiffs’ Counsel, in their capacities as such.

u. “Settled Claims” means any and all manner of claims, including Unknown Claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys’ fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, choate or inchoate, which the Releasing Parties ever had, now have, or hereafter can, shall, or may have, individually, representatively, derivatively, or in any capacity against Cascade or any other Released Parties that arise from or relate to a factual predicate of the Action including any amended complaint or pleading therein. Settled Claims shall not include: (i) any claims relating to the enforcement of the Settlement; (ii) any claims of any person or entity that submits a request for exclusion in connection with the Class Notice whose request is accepted by the Court; or (iii) any claims against any other Defendant other than Cascade.

v. “Settlement” or “Cascade Settlement” means the resolution of this Action as against Cascade and the Released Parties in accordance with the terms and provisions of this Stipulation.

w. “Settlement Class” or “Class” means all persons or entities that transacted in CBOT Futures and Options during the Settlement Class Period. Excluded from the Settlement Class are: Defendants; direct or indirect parents, subsidiaries, affiliates, or divisions of Defendants; the United States government; and any judicial officer presiding over this Action and the members of his or her immediate family and judicial staff and any juror assigned to this Action. Also excluded from the Settlement Class is any person or entity who or which properly excludes himself, herself, or itself by filing a valid and timely request for exclusion in accordance with the requirements set forth in the Class Notice. If Plaintiffs broaden the class definition in an amended complaint, the term “Settlement Class” in this Stipulation shall incorporate by reference the broader definition.

x. “Settlement Class Member” or “Class Member” means any person or entity who or which is a member of the Settlement Class.

y. “Settlement Class Period” or “Class Period” means the period from February 1, 2015 through March 31, 2015.

z. “Settlement Hearing” means the hearing to be held by the Court under Federal Rule of Civil Procedure 23(e)(2) to consider Final approval of the Settlement.

aa. “Stipulation” means this Stipulation and Agreement of Settlement.

bb. “Unknown Claims” means any Settled Claims that Releasing Parties do not know or suspect to exist in their favor as of the Effective Date, and any Released Parties’

Claims that the Released Parties do not know or suspect to exist in their favor as of the Effective Date, which if known to them might have affected their decisions with respect to the Settlement.

2. Stipulation of Settlement Class.

In the interests of efficiency and economy, the Parties agree to move for the Preliminary Approval of this Settlement whenever practicable and in any case no later than the earlier of: (i) within 30 days of a final ruling granting Class Certification in this Action or (ii) commensurate with any preliminary approval motion filed in connection with any other settlement in this Action. The motion will include a proposed form of, and method, of dissemination of Class Notice to the Settlement Class, and a proposed Preliminary Approval Order, for Settlement purposes only, certifying the Action to proceed as a Class Action.

Cascade hereby stipulates to the certification of a Class for Settlement purposes pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure.

3. Cooperation.

a. Cascade agrees to provide reasonable cooperation in the Action, including discovery cooperation, requested by Plaintiffs' Counsel, to benefit the Class. This cooperation began in anticipation of entering into this Stipulation and will continue upon execution of this Stipulation. All cooperation shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided.

Notwithstanding any other provision of this Stipulation, in the event that Cascade believes that Plaintiffs' Counsel has unreasonably requested cooperation, Cascade and Plaintiffs' Counsel agree to meet and confer regarding such disagreement and seek resolution from the Court if necessary. If Court resolution is sought, the disputed aspect of cooperation shall be held in abeyance until such resolution by the Court and such abeyance shall not constitute a breach of

this Settlement Agreement. Plaintiffs' Counsel agrees to use any and all of the information and documents obtained from Cascade only for the purpose of the Action, and agrees to be bound by the terms of the protective order entered in the Action.

b. Subject to the terms of this Stipulation and in anticipation of the release of all claims of the Settlement Class as set forth in this Stipulation, Cascade agrees to:

i. Produce within thirty (30) days of executing this Stipulation:

- (a) all communications relating to the wheat market and wheat market participants during the period of January 1, 2015 through and including March 31, 2015 (the "Relevant Period");
- (b) All of Cascade's newsletters and related communications during the Relevant Period;
- (c) Any wheat market data used or relied upon in connection with its newsletters from 2013 through 2015;
- (d) Any records relating to payments Cascade received from wheat market participants, including from Cascade's subscribers;
- (e) Trading statements and records of Cascade and its employees;
- (f) Any documents relating to the allegations set forth in the Complaint; and
- (g) Any other documents reasonably requested by Plaintiffs.

ii. Provide attorney and witness proffers to Plaintiffs concerning the allegations in the Action.

iii. Make Al Conway (“Conway”) available for up to ten (10) hours of on-the-record videotaped deposition to occur no later than ninety (90) days of executing this Stipulation, or at a later date if mutually agreed to by the Parties. Plaintiffs agree that the deposition may be held at a location convenient to Cascade. In the alternative, Plaintiffs, in their sole discretion, may conduct a transcribed interview of Al Conway for up to ten (10) hours, to occur no later than July 30, 2020, or at a later date if mutually agreed to by the Parties. Plaintiffs agree that the interview may be held at a location convenient to Cascade.

iv. If this Action proceeds to trial, make Conway available to testify as a witness at trial.

v. If audio recordings are produced to Plaintiffs during discovery, and Plaintiffs are unable to ascertain the identities of any individuals whose voices are reflected in those recordings, identify those individuals on the recording to the best of Cascade’s ability.

vi. If any recordings refer to individuals who are potentially relevant in the litigation, identify those individuals discussed in those communications.

vii. Cooperate as necessary to provide reasonably available information necessary for Plaintiffs to authenticate or otherwise make usable at trial any of the documents or information, including electronically-stored information and audio recordings, Defendants produce to Plaintiffs, which cooperation may include providing access to current and/or former Cascade directors, officers, and employees where possible.

c. Cascade shall be under a continuing obligation, upon request, to provide Plaintiffs with cooperation, limited to the subject matter of the Settled Claims, until the date when Final judgment has been rendered, with no remaining rights of appeal, in the Action against all Defendants. Plaintiffs reserve the right to amend, supplement or modify these cooperation

requests and to propound additional cooperation requests based on the contents of the documents received from Cascade or information obtained from other sources. The Parties shall meet and confer in good faith regarding future requests from Plaintiffs for documents, data, and other information beyond the items specified above to obtain Settlement approval or prosecute the Action against the other Defendant.

4. Release and Covenant Not To Sue.

a. Upon the Effective Date, the Releasing Parties shall release and be deemed to release and forever discharge and shall be forever enjoined from prosecuting the Settled Claims against the Released Parties. Cascade expressly agrees that the cooperation provided for herein is consideration for the releases from Plaintiffs, and absent such cooperation, the releases shall be null and void.

b. Upon the Effective Date, Released Parties shall release and be deemed to release and forever discharge and shall be forever enjoined from prosecuting the Released Parties' Claims against the Releasing Parties.

c. Although the foregoing releases are not general releases, with respect to any and all Settled Claims and Released Parties' Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiffs and the Released Parties shall expressly, and each of the other Releasing Parties shall be deemed to have, and by operation of the Judgment or Alternate Judgment, if applicable, 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 Section 1542 of the California Civil Code, or any federal, state or foreign law, rule, regulation or common-law doctrine that is

similar, comparable, equivalent, or identical to, or that has the effect in whole or part of, Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

5. Settlement Notice.

In the event that the Court preliminarily approves the Settlement, Plaintiffs' Counsel shall, in accordance with Rule 23 of the Federal Rules of Civil Procedure, provide members of the Settlement Class whose identities can be determined after reasonable efforts with notice of the date of the hearing scheduled by the Court to consider the fairness, adequacy and reasonableness of the proposed Settlement. The Class Notice may be sent solely for this Settlement or combined with notice of other settlements or of any litigation class. The Parties agree that Cascade will not bear the financial responsibility for the cost of Class Notice.

6. Motion for Final Approval and Entry of Judgment.

a. After Class Notice is issued, and prior to the Settlement Hearing, Plaintiffs' Counsel, on behalf of the Plaintiffs, shall move for entry of the Final Approval Order and Judgment in this Action:

i. finally certifying solely for Settlement purposes the Settlement Class as defined in Section 1 (w) herein;

ii. finding that the Class Notice constituted the best notice practicable under the circumstances and complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process;

iii. finally approving this Stipulation and its terms as being a fair, reasonable and adequate Settlement of the Settlement Class' claims against Cascade under Rule 23 of the Federal Rules of Civil Procedure;

iv. directing that, as to the Released Parties, the Action be dismissed with prejudice and without costs as against the Releasing Parties;

v. discharging and releasing the Settled Claims as to the Released Parties;

vi. barring claims by any Person against the Released Parties for contribution, indemnification, or similar claims (however denominated) for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment, or otherwise;

vii. discharging and releasing the Released Parties' Claims as to the Releasing Parties;

viii. determining pursuant to FED. R. CIV. P. 54(b) that there is no just reason for delay and directing that the Judgment shall be Final and appealable;

ix. reserving the Court's continuing and exclusive jurisdiction over the Settlement and this Stipulation, including the administration and consummation of this Stipulation; and

x. containing such other and further provisions consistent with the terms of this Stipulation to which Cascade and Plaintiffs expressly consent in writing.

7. Best Efforts to Effectuate This Settlement

The Parties agree to cooperate with one another to the extent reasonably necessary to

effectuate and implement the terms and conditions of this Stipulation and to exercise their reasonable best efforts to accomplish the terms and conditions of this Stipulation.

8. Effective Date

This Stipulation shall become effective and Final as of the date upon which all of the following conditions have been satisfied:

a. The Stipulation it has been fully executed by Cascade and Plaintiffs through their counsel;

b. The Court has certified a Settlement Class, and entered the Preliminary Approval Order, substantially in the form agreed to by the Parties, approving this Settlement, and approving the program and form for the Class Notice;

c. Class Notice has been issued as ordered by the Court;

d. The Court has entered the Final Approval Order, substantially in the form agreed to by the Parties, finally approving the Settlement Agreement in all respects as required by Rule 23(e) of the Federal Rules of Civil Procedure;

e. The Court has entered its Judgment (or an Alternative Judgment) as to the Released Parties with respect to Releasing Parties, substantially in the form agreed to by the Parties; and

f. The Final Approval Order approving the Settlement and the Judgment dismissing the Action with prejudice as to Cascade become Final.

9. Failure of Effective Date to Occur

If any of the conditions specified in Section 8 are not satisfied, then this Stipulation may be terminated, subject to and in accordance with Section 10, unless the Parties mutually agree in writing to continue with this Stipulation for a specified period of time.

10. Termination

a. Cascade shall have the right, but not the obligation, in its sole discretion, to terminate this Settlement Agreement by providing written notice to Plaintiffs' Counsel within twenty-five (25) Business Days of Cascade learning of any of the following events:

i. the Court declines to enter or modifies the Preliminary Approval Order sought pursuant to Section 2 or the Final Approval Order sought pursuant to Section 6 in any material respect;

ii. the Court declines to approve the Stipulation or any material part of it;

iii. the Court declines to enter the Judgment in any material respect or an Alternative Judgment; or

iv. the Final Approval Order or the Judgment (or an Alternative Judgment) is modified or reversed or vacated by any appellate court in any material respect.

b. Plaintiffs' Counsel, acting on behalf of the Plaintiffs, shall have the right, but not the obligation, in their sole discretion, to terminate this Stipulation by providing written notice to Cascade's counsel within twenty-five (25) Business Days of any of the following events, provided that the occurrence of the event substantially deprives Plaintiffs of the benefit of the Settlement:

i. the Court declines to enter or modifies the Preliminary Approval Order sought pursuant to Section 2 or the Final Approval Order sought pursuant to Section 6 in any material respect;

ii. the Court declines to approve the Stipulation or any material

part of it;

iii. the Court declines to enter the Judgment in any material respect or an Alternative Judgment; or

iv. the Final Approval Order or the Judgment (or an Alternative Judgment) is modified or reversed or vacated by any appellate court in any material respect.

11. Effect of Termination

Unless otherwise ordered by the Court, in the event that the Effective Date does not occur or this Stipulation should terminate or be cancelled, or otherwise fail to become effective for any reason, including, without limitation, in the event that the Settlement as described herein is not finally approved by the Court or the Judgment is reversed or vacated following any appeal, then:

a. The Parties shall be returned, to the maximum extent possible, to their respective positions in the Action as of immediately prior to the execution of the Stipulation, with all of their respective legal claims and defenses preserved as they existed at that time; and

b. Upon termination of this Stipulation with respect to all Parties, then:

i. this Stipulation shall be null and void and of no further effect, and none of Cascade, the Plaintiffs, or the Settlement Class Members shall be bound by any of its terms;

ii. any and all releases hereunder shall be of no further force and effect;

iii. the Parties shall be reverted *nunc pro tunc* to their respective status in the Action as of the Execution Date and shall proceed in all respects as if this Stipulation had not been executed, without prejudice in

any way from the negotiation, fact or terms of the Settlement, and with all of their respective legal claims, objections and defenses preserved as they existed on that date (including any objection to or defense based on, among other things, a lack of personal jurisdiction); and

iv. any and all rulings, orders, or judgments entered, altered, amended or vacated by the Court in accordance with the terms of this Settlement Agreement shall be reverted *nunc pro tunc* to their respective status as of the Execution Date and shall proceed in all respects as if this Stipulation had not been executed, without prejudice in any way from the negotiation, fact or terms of the Settlement.

12. Confidentiality Protection

Plaintiffs, Plaintiffs' Counsel, Cascade's counsel, and Cascade agree to maintain the confidentiality of the terms of this Stipulation prior to the filing of a Motion for Preliminary Approval. During this period, the Settlement and its terms are and shall be treated as confidential and shall not be disclosed, described, or characterized to any other person, attorney, entity, publication, or member of the media, except as may be required by law, judicial process, or order of a court, to enforce the terms of the Settlement, or as otherwise agreed by the Parties. Notwithstanding the foregoing, Cascade may disclose such information to a regulatory authority, the IRS, its auditors, or its insurance carriers if it determines that disclosure is appropriate or required by applicable law.

13. Binding Effect

a. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of Cascade, the Released Parties, the Plaintiffs, and Releasing Parties.

b. The waiver by any Party of any breach of this Stipulation by another Party shall not be deemed a waiver of such breach by any other Party or a waiver by any Party of any other prior or subsequent breach of this Stipulation.

14. Integrated Agreement

This Stipulation, including any exhibits hereto and agreements referenced herein, contains the entire, complete, and integrated statement of each and every term and provision agreed to by and among the Parties and is not subject to any condition not provided for or referenced herein. This Stipulation supersedes all prior or contemporaneous discussions, agreements, and understandings among the Parties to this Stipulation with respect hereto. This Stipulation may not be modified in any respect except by a writing that is executed by all the Parties hereto.

15. Headings

The headings used in this Stipulation are for the convenience of the reader only and shall not have any substantive effect on the meaning and/or interpretation of this Stipulation.

16. No Party is the Drafter

None of the Parties shall be considered to be the drafter of this Stipulation or any provision herein for the purpose of any statute, case law, or rule of interpretation or construction that might cause any provision to be construed against the drafter. 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 and that all Parties have contributed substantially and materially to the preparation of the Stipulation.

17. Choice of Law

All provisions of this Stipulation shall be governed by and interpreted according to the substantive laws of the State of Kansas, without regard to its choice of law or conflict of laws principles.

18. Execution in Counterparts

This Stipulation may be executed in one or more counterparts. Facsimile and scanned/PDF signatures shall be considered valid signatures. All executed counterparts shall be deemed to be one and the same instrument. There shall be no agreement until the fully signed counterparts have been exchanged and delivered to each of the Parties.

19. Submission to and Retention of Jurisdiction

The Parties, Released Parties, and the Releasing Parties irrevocably submit, to the fullest extent permitted by law, to the exclusive jurisdiction of the United States District Court for the District of Kansas solely for any suit, action, proceeding, or dispute arising out of or relating to this Stipulation. To the fullest extent permitted by law, the Parties, Released Parties and the Releasing Parties irrevocably waive and agree not to assert, by way of motion, as a defense, or otherwise, any claim or objection that they are not subject to the jurisdiction of such Court, or that such Court is, in any way, an improper venue or an inconvenient forum or that the Court lacked power to approve this Stipulation or enter any of the orders contemplated hereby.

20. Reservation of Rights

This Stipulation does not settle or compromise any claims by Plaintiffs or any Settlement Class Member asserted against any Defendant or any potential defendant other than Cascade and the Released Parties. The rights of any Settlement Class Member against any other Person other

than Cascade and the Released Parties are specifically reserved by Plaintiffs and the Settlement Class Members.

21. Notices

All notices and other communications under this Stipulation shall be sent to the Parties to this Stipulation at their address set forth on the signature page herein, viz, if to Plaintiffs, then to: Raymond P. Girnys, Lowey Dannenberg, P.C., 44 South Broadway, Suite 1100, White Plains, New York 10601 and Jennifer W. Sprenkel, Cafferty Clobes Meriwether & Sprenkel, LLP, 150 S. Wacker Drive, Suite 3000, Chicago, IL 60606 and if to Cascade, then to Nathan F. Garrett, Graves Garrett LLC, 1100 Main Street, Suite 2700, Kansas City, MO 64105, or such other address as each party may designate for itself, in writing, in accordance with this Stipulation.

22. Authority

In executing this Stipulation, Plaintiffs' Counsel represent and warrant that they have been fully authorized to execute this Stipulation on behalf of the Plaintiffs and the Settlement Class (subject to Final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Stipulation have been taken. Cascade represents and warrants that its undersigned counsel is fully empowered to execute the Stipulation on behalf of Cascade and that all actions necessary for the execution of this Stipulation have been taken.

Dated: July 1, 2020

On behalf of Plaintiffs and the Settlement Class:

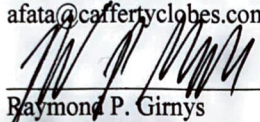
Jennifer W. Sprenkel

On behalf of Cascade:

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS**

BUDICAK, INC., BLUE MARLIN
ARBITRAGE, LLC, and PRIME TRADING,
LLC, individually and on behalf of others
similarly situated,

Plaintiffs,

v.

LANSING TRADE GROUP, LLC,
CASCADE COMMODITY CONSULTING,
LLC, and JOHN DOES NOS. 6-10

Defendants.

Case No. 2:19-cv-02449

District Judge Toby Crouse

Magistrate Judge Angel D. Mitchell

**AMENDMENT TO STIPULATION AND AGREEMENT OF SETTLEMENT WITH
CASCADE COMMODITY CONSULTING, LLC**

WHEREAS Plaintiffs Budicak, Inc., Blue Marlin Arbitrage, LLC, and Prime Trading, LLC (collectively, “Plaintiffs”) on behalf of themselves and the other members of the Settlement Class by and through Plaintiffs’ Counsel, and Defendant Cascade Commodity Consulting, LLC (“Cascade”) by and through its undersigned Counsel entered into the Stipulation and Agreement of Settlement (the “**Stipulation**”) on July 1, 2020;¹

WHEREAS, Plaintiffs and Cascade (collectively, the “Parties”) agree that the “Settlement Class” and the “Settlement Class Period” definitions should be amended to be coterminous with the same definitions in the Stipulation and Agreement of Settlement between Plaintiffs and Lansing Trade Group, LLC;

NOW THEREFORE, it is hereby agreed by Plaintiffs, through Plaintiffs’ Counsel, and by Cascade, by and through their undersigned counsel of record in the Action that the Stipulation is amended as follows:

1. The definition of “Settlement Class” in Section 1(w) of the Stipulation is hereby amended as follows:

“Settlement Class” or “Class” means all Persons or entities that transacted in CBOT Wheat Futures or Options during the Settlement Class Period. Excluded from the Settlement Class are: Defendants and their direct or indirect parents, subsidiaries, affiliates, divisions, officers, directors, employees, and agents, whether or not named as a Defendant; the United States government; and any judicial officer presiding over this Action and the members of his or her immediate family and judicial staff. Also excluded from the Settlement Class is any Person or entity who or which properly excludes himself, herself, or itself by filing a valid and timely request for exclusion in accordance with the requirements set forth in the Class Notice, and who is excluded from the Settlement Class by order of the Court.

2. The definition of “Settlement Class Period” or “Class Period” in Section 1(y) of the Stipulation is hereby amended as follows:

“Settlement Class Period” or “Class Period” means the period from February 1, 2015 through May 15, 2015.

¹ Unless otherwise defined herein, all capitalized terms have the same meaning as in the Stipulation.

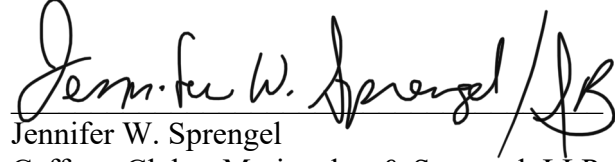
3. This Amendment shall be submitted with the Stipulation. For the avoidance of doubt, unless explicitly set forth above, nothing in this Amendment is intended to modify any other provision of the Stipulation, the terms of which shall remain in full force and effect.

Dated: April 29, 2022

On behalf of Plaintiffs and the Settlement

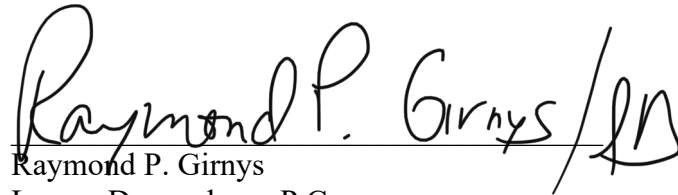
On behalf of Cascade:

Class:



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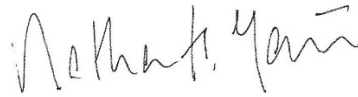
Dated: _____

**On behalf of Plaintiffs and the Settlement
Class:**

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On behalf of Cascade:



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