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16 UNITED STATES DISTRICT COURT
 17 DISTRICT OF NEVADA

18 OAKTREE CAPITAL MANAGEMENT, L.P., on
 19 behalf of its managed funds and accounts, LAZARD
 ASSET MANAGEMENT LLC, on behalf of its
 20 managed funds and accounts, ANGELO, GORDON
 & CO., L.P., on behalf of one of its managed funds,
 21 ZAZOVE ASSOCIATES LLC, on behalf of certain
 of its managed funds and accounts, CNH
 22 PARTNERS, LLC, on behalf of its managed funds,
 ADVENT CAPITAL MANAGEMENT, LLC, on
 23 behalf of one of its managed funds, AQR CAPITAL
 24 MANAGEMENT, LLC, on behalf of its managed
 funds, HFR CA LAZARD RATHMORE MASTER
 25 TRUST, and DELAWARE PUBLIC EMPLOYEES'
 26 RETIREMENT SYSTEM,

27 Plaintiffs,
 28

No. 2:12-CV-00956-JCM(GWF)

**CONTRIBUTION
 BAR ORDER AND FINAL
 JUDGMENT OF VOLUNTARY
 DISMISSAL WITH PREJUDICE
 PURSUANT TO RULE 54(b) AS
 TO DEFENDANTS KPMG, KPMG
 INTERNATIONAL
 COOPERATIVE, AND KPMG
 LLP**

1 -against-

2 KPMG, a Hong Kong partnership, KPMG
3 INTERNATIONAL COOPERATIVE, KPMG LLP,
4 HANSEN, BARNETT & MAXWELL, P.C., and
5 MORGAN STANLEY & CO.,

6 Defendants.

7 WHEREAS, Plaintiffs and Defendants KPMG, a Hong Kong partnership, KPMG
8 International Cooperative and KPMG LLP (collectively, the “KPMG Parties”) have entered into
9 a Settlement and Release Agreement (the “Settlement Agreement”) in order to fully, finally, and
10 forever resolve, discharge, settle and release any and all Claims and Unknown Claims as defined
11 in the Settlement Agreement of any nature whatsoever in any jurisdiction that Plaintiffs ever had,
12 now have, or can, shall or may have against the KPMG Parties and all other member firms of the
13 KPMG network of independent member firms affiliated with KPMG International Cooperative
14 that provide audit, tax and/or advisory services (“KPMG Member Firms”) (collectively, the
15 “KPMG Released Parties”)¹, that (a) arise out of or in any way relate to the above-captioned
16 matter (the “Action”) or the facts, transactions, allegations, and/or claims of liability described in
17 the Action, or (b) were brought or alleged, or could have been brought or alleged in the Action
18 and that relate in any way to (i) the Plaintiffs’ investments in any securities issued by
19 ShengdaTech, Inc.; or (ii) any work performed by the KPMG Released Parties for or related to
20 ShengdaTech, Inc. at any time (collectively, the “Released Claims”); and

21 WHEREAS, the Settlement Agreement was expressly conditioned upon the entry by this
22 Court of a Contribution Bar Order;

23 NOW THEREFORE, for good cause shown, IT IS HEREBY ORDERED THAT:

24 1. As provided in Section 21D-4(f)(7)(A) of the Private Securities Litigation
25 Reform Act of 1995, 15 U.S.C. § 78u-4(f)(7)(A), the KPMG Released Parties are, by virtue of

26 ¹ All references to the “KPMG Released Parties” shall include the KPMG Parties and the KPMG Member Firms and
27 all of their respective past and present parent companies, subsidiaries, divisions, affiliates, related entities, joint
28 ventures, predecessors, successors and assignees, and all their respective present and former agents, subcontractors,
subrogees, insurers, co-insurers, reinsurers, attorneys, and all their respective present and former partners, principals,
members, directors, officers, employees, stockholders and owners.

1 the Settlement Agreement and this Judgment, released and discharged from all claims, known or
2 unknown, for contribution and for equitable indemnity to any person or entity, including but not
3 limited to other defendants named in this Action, whether arising under state, federal or common
4 law in any jurisdiction, based upon, arising out of, relating to or in connection with the Released
5 Claims. Accordingly, to the fullest extent provided by law, the Court bars, enjoins and restrains
6 (1) any and all such claims referred to in this paragraph against the KPMG Released Parties and
7 (2) any and all claims by the KPMG Released Parties against any person or entity, other than a
8 person or entity whose liability has been extinguished by the Settlement Agreement, for
9 contribution and equitable indemnity whether arising under state, federal or common law in any
10 jurisdiction, based upon, arising out of, relating to or in connection with the Released Claims.

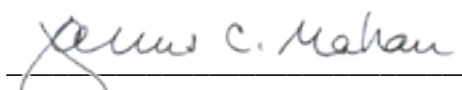
11 2. The approval of this Contribution Bar Order and Final Judgment is
12 without prejudice to and shall not be construed as precluding the non-settling defendants from
13 asserting or seeking to enforce any judgment reduction credit or set-off right that otherwise may
14 be available to the non-settling defendants.

15 3. Nothing herein shall be deemed to discharge any person or entity other
16 than the KPMG Released Parties from liability for the Released Claims.

17 4. The Court finds that there is no just reason to delay in entering a final
18 judgment as to the KPMG Released Parties. Accordingly, this Order shall constitute a final
19 judgment pursuant to Fed. R. Civ. P. 54(b).

20 5. The Court shall retain jurisdiction with respect to all matters arising from
21 or relating to the implementations of this Order.

22
23 IT IS SO ORDERED.

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25 
26 UNITED STATES DISTRICT JUDGE

27 DATED: February 26, 2014
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