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Case No. 2021-0164-JTL

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE HARVEST CAPITAL CREDIT CORPORATION STOCKHOLDER LITIGATION	C.A. No. 2021-0164-JTL

STIPULATION AND AGREEMENT OF SETTLEMENT, COMPROMISE, AND RELEASE BETWEEN PLAINTIFFS AND DEFENDANTS

This Stipulation and Agreement of Settlement, Compromise, and Release (this "Stipulation") is entered into by and between Plaintiffs Stewart Thompson and Ronald Tornese (together, "Plaintiffs") and Defendants JMP Group LLC, Joseph Jolson, Richard P. Buckanavage, and William Alvarez, Jr. (collectively, "Defendants," and, together with Plaintiffs, the "Settling Parties") as of February 23, 2024.[1] The Settling Parties, by and through their undersigned attorneys, have reached an agreement for the settlement of the claims asserted or that could have been asserted against Defendants or the Released Parties in the above-captioned matter, styled *In re Harvest Capital Credit Corporation Stockholder Litigation*, C.A. No. 2021-0164-JTL, filed in the Court of Chancery of the State of Delaware, on the terms set forth below and subject to the Court's approval pursuant to Court of Chancery Rule 23. This Stipulation is intended to fully, finally, and forever resolve,

[1] All terms in this Stipulation with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings ascribed to them in Section I of this Stipulation.

discharge, and settle: (i) all Released Plaintiffs' Claims against the Released Group; and (ii) all Released Group' Claims against Plaintiffs and the other Released Plaintiffs.

Relevant Factual and Procedural Background

A. On December 23, 2020, Harvest Capital Credit Corporation ("HCAP") and Portman Ridge Finance Corporation ("PTMN") issued a joint press release announcing that they had entered into a merger agreement (the "Merger Agreement"), whereby PTMN would acquire HCAP (the "Merger") pursuant to a series of transactions. In connection therewith, PTMN would issue to HCAP shareholders a number of shares of PTMN common stock equal to 19.9% of PTMN's issued and outstanding common stock; PTMN would pay an amount of cash calculated pursuant to a formula based on HCAP's closing net asset value ("NAV"); and PTMN's external manager (Sierra Crest) would pay or cause to be paid an additional $2.15 million to HCAP shareholders (collectively, the "Merger Consideration").

B. On January 26, 2021, PTMN filed a Form N-14 Registration Statement (the "Registration Statement") in connection with the Merger.

C. On February 25, 2021, Plaintiff Stewart Thompson, on behalf of himself and all other similarly situated shareholders of HCAP, filed a Verified Class Action Complaint in this Court, C.A. No. 2021-0164-JTL (the "Thompson Action"),

against Defendant Jolson, Defendant Buckanavage, Dorian B. Klein, Jack G. Levin, Richard A. Sebastiao) (collectively, the "Board Members"), Defendant JMP Group LLC ("JMP Group"), and HCAP. That same day, Plaintiff Ronald Tornese, on behalf of himself and all other similarly situated shareholders of HCAP, filed a similar Verified Class Action Complaint in this Court, C.A. No. 2021-0167-JTL (the "Tornese Action"), against the Board Members, JMP Group, and HCAP. Both the Thompson Action and Tornese Action sought an order requiring the Board Members to comply with their fiduciary duties and enjoining the Merger.

D. On or about March 30, 2021, and April 19, 2021, PTMN filed Pre-Effective Amendments Nos. 1 and 2, respectively, to the Registration Statement.

E. On April 19, 2021, Plaintiffs filed a Motion for Expedited Proceedings. The following day, HCAP filed a Definitive Schedule 14A Proxy Statement (together with the Registration Statement, the "Proxy"). Thereafter, the parties reached an agreement on the scope of expedited discovery and Plaintiffs withdrew their Motion for Expedited Proceedings. The parties then engaged in expedited discovery, and Plaintiffs received and reviewed an expedited discovery production. In total, throughout the course of this Action, Plaintiffs obtained and reviewed approximately 78,000 pages of documents produced by Defendants.

F. On June 7, 2021, HCAP shareholders voted to approve the Merger and, on June 9, 2021, the Merger was consummated.

G. On May 3, 2022, the Court entered an order consolidating the Thompson Action and the Tornese Action (as consolidated, the "Action") and appointing Monteverde & Associates PC and Kahn Swick & Foti, LLC as Co-Lead Counsel for the putative Class. On May 10, 2022, Plaintiffs filed a Verified Consolidated Class Action Complaint (the "Consolidated Complaint"), which added Defendant Alvarez as a named defendant. The Consolidated Complaint did not name HCAP as a defendant.

H. On May 31, 2022, Defendants Jolson, Buckanavage, and JMP Group (together, the "JMP Defendants") filed their Motion to Dismiss the Consolidated Complaint, with their opening brief in support filed on August 31, 2022. Also on May 31, 2022, Board members Klein, Levin, and Sebastiao filed their Motion to Dismiss the Consolidated Complaint, with their opening brief in support filed on August 31, 2022. On December 1, 2022, Defendant Alvarez filed his Motion to Dismiss the Consolidated Complaint along with his opening brief in support.

I. On December 13, 2022, Plaintiffs filed their Verified Consolidated Amended Class Action Complaint (the "Consolidated Amended Complaint") against the Board Members, JMP Group, and Alvarez. On February 10, 2023, the JMP Defendants filed their Motion to Dismiss the Consolidated Amended Complaint, along with their opening brief in support. Also on February 10, 2023, Klein, Levin, and Sebastiao filed their Motion to Dismiss the Consolidated Amended

Complaint, along with their opening brief in support. In addition, on February 10, 2023, Alvarez filed his Motion to Dismiss the Consolidated Amended Complaint, along with his opening brief in support.

J. On March 15, 2023, Plaintiffs filed their Omnibus Brief in Opposition to Defendants' Motions to Dismiss the Consolidated Amended Complaint. On April 14, 2023, the JMP Defendants filed their Reply Brief; Klein, Levin, and Sebastiao filed their Reply Brief; and Alvarez filed his Reply Brief.

K. On June 7, 2023, the Court held a hearing on Defendants' Motions to Dismiss the Consolidated Amended Complaint and (i) denied the JMP Defendants' Motion to Dismiss, (ii) denied Defendant Alvarez's Motion to Dismiss, and (iii) granted the Motion to Dismiss of Klein, Levin, and Sebastiao. The Court then encouraged the remaining parties to confer regarding potential mediation.

L. On June 28, 2023, the remaining parties informed the Court that they had agreed to explore mediation with former Judge Rocanelli.

M. On November 8, 2023, in preparation for the mediation led by Judge Rocanelli to be held on November 29, 2023, Plaintiffs submitted a 51-page Mediation Brief (later exchanged with Defendants) and an *Ex Parte* Mediation Supplement to Judge Rocanelli. Also on November 8, 2023, Defendants submitted their Shared Mediation Submission to Judge Rocanelli (later exchanged with Plaintiffs), along with an *Ex Parte* Mediation Submission.

N. On November 14, 2023, Plaintiffs served Subpoenas *Duces Tecum* on non-parties BC Partners LLP and PTMN.

O. At the mediation on November 29, 2023, the Settling Parties agreed to accept a Mediator's proposal in the amount of $3.85 million, conditioned upon resolution of any coverage issues among the insureds and their insurers by December 15, 2023. Thereafter, on December 15, 2023, the coverage condition was satisfied.

P. On January 24, 2024, the Settling Parties executed a term sheet memorializing the terms of their agreement (the "Term Sheet"). The Term Sheet set forth, among other things, the Settling Parties' agreement to settle and release all claims against Defendants in return for a cash payment on behalf of Defendants of $3,850,000.00 for the benefit of the Class, subject to certain terms and conditions and the execution and Court approval of a customary "long form" stipulation and agreement of settlement and related papers.

Q. This Stipulation (together with the Exhibits hereto) reflects the final and binding agreement between the Settling Parties (subject to the approval of the Court) and supersedes the Term Sheet.

Plaintiffs' Claims and the Benefits of the Settlement

Plaintiffs brought their Action in good faith and continue to believe that their claims have legal merit. The entry by Plaintiffs into this Stipulation is not an admission as to the lack of any merit of any claims asserted in the Action. In

negotiating and evaluating the terms of this Stipulation, Plaintiffs and Co-Lead Counsel considered the legal and factual defenses to Plaintiffs' claims and the uncertainties inherent in such litigation and at trial, including with respect to the amount of any damages, as well as the fact that the Settlement is equal to the amounts paid to the JMP Group pursuant to the transition services agreement at issue in the Action. Plaintiffs and Co-Lead Counsel believe that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the Released Claims against the Released Group on the terms set forth herein.

Defendants' Denial of Wrongdoing and Liability

The entry by Defendants into this Stipulation is not an admission as to the merit of any claims asserted in the Action. The Released Group (to the extent applicable to any given Defendant or Released Group member) have denied, and continue to deny, all allegations of wrongdoing, fault, liability, or damage to Plaintiffs or the Class, deny that they engaged in any wrongdoing, deny that they committed any violation of law, deny that the Proxy (or any other public disclosures) was in any way deficient, deny that the process by which the Merger was negotiated was insufficient in any way, deny that the Merger Consideration was insufficient in any way, deny that they acted improperly in any way, believe that they acted properly and in accordance with their fiduciary duties at all times, believe that the Action

lacks merit, and maintain that they committed no disclosure violations or any other breach of duty whatsoever in connection with the Merger or any public disclosures, but wish to enter into the Settlement solely because they consider it desirable to, among other things: (i) eliminate the burden, inconvenience, expense, risk, and distraction to Defendants of further litigation and trial; and (ii) finally put to rest and terminate all claims that were or could have been asserted against the Released Group in the Action.

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by Plaintiffs, individually and on behalf of the Class, and Defendants, by and through their attorneys of record, and subject to the approval of the Court, that, pursuant to Court of Chancery Rule 23 and the other conditions set forth herein, for the good and valuable consideration set forth herein to be conferred on Plaintiffs and the Class, the sufficiency of which is hereby acknowledged, the Action shall be finally and fully settled, compromised, and dismissed on the merits with prejudice (and without costs to any Settling Party or any of its attorneys, experts, advisors, agents, or representatives, except as provided for herein), upon and subject to the terms and conditions of the Stipulation as follows:

I. DEFINITIONS

All terms in this Stipulation with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings ascribed to them below:

1.1 "Class" means the non-opt out class of all persons or entities who held shares of the common stock of HCAP, either of record or beneficially, at any time during the period from and including the date immediately prior to the date on which the former board of directors of HCAP approved the acquisition of HCAP by PTMN (*i.e.*, December 22, 2020), through and including the effective time of the closing of the Merger (June 9, 2021) (the "Class Period"), including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns, or transferees, immediate or remote, and any person or entity acting on behalf of, or claiming under, any of them and each of them, and excluding Defendants, the former directors and officers of HCAP (including, but not limited to, Dorian B. Klein, Jack G. Levin, and Richard A. Sebastiao), members of the Immediate Family of any Defendant, any entity in which a Defendant has or had a controlling interest, officers of Defendants, and the associates, affiliates, legal representatives, heirs, successors in interest, transferees, and assigns of any such excluded person or entity.

1.2 "Class Member" means a member of the Class.

1.3 "Co-Lead Counsel" means Plaintiffs' co-lead counsel, Monteverde & Associates PC and Kahn Swick & Foti, LLC.

1.4 "Court" means the Court of Chancery of the State of Delaware.

1.5 "Defendants' Counsel" means Potter Anderson & Corroon LLP, Landis

Rath & Cobb LLP, and Richards, Layton & Finger, P.A.

1.6 "Effective Date" means the first date by which all of the events and conditions specified in Paragraph 7.1 of this Stipulation have been met and have occurred or have been waived in writing.

1.7 "Escrow Account" means the bank account that is maintained by the Escrow Agent and into which the Settlement Amount will be deposited and wherein the Settlement Fund will be held.

1.8 "Escrow Agent" means the agent or agents who shall be chosen by Co-Lead Counsel to administer the Escrow Account.

1.9 "Fee and Expense Award" means an award to Co-Lead Counsel of fees and expenses to be paid from the Settlement Fund, approved by the Court and in full satisfaction of any and all claims for attorneys' fees that have been, could be, or could have been asserted by Co-Lead Counsel or any other counsel or any Class Member against the Released Group with respect to the Action or the Settlement.

1.10 "Final" means, with respect to any judgment or order, that: (i) if no appeal is filed, the expiration date of the time for filing or noticing of any appeal of the judgment or order; or (ii) if there is an appeal from the judgment or order, the date of (a) final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise to review the judgment or order, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file

a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review of the judgment or order, and, if certiorari or other form of review is granted, the date of final affirmance of the judgment or order following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to attorneys' fees or expenses or any plan of allocation in this Action shall not in any way delay or preclude the Judgment from becoming Final.

1.11 "Immediate Family" means children, stepchildren, parents, stepparents, spouses, and siblings. As used in this Paragraph, "spouse" shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

1.12 "Judgment" means the Order and Final Judgment to be entered by the Court, substantially in the form attached hereto as **Exhibit D**.

1.13 "Net Settlement Fund" means the Settlement Fund less: (i) any Taxes and Tax Expenses; (ii) any Notice and Administration Costs; (iii) any Fee and Expense Award awarded by the Court; and (iv) any other costs or fees approved by the Court.

1.14 "Notice" means the Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit B**.

1.15 "Notice and Administration Costs" means the costs, fees, and expenses

that are incurred by the Settlement Administrator and/or Co-Lead Counsel in connection with: (i) providing notice to the Class; and (ii) administering the Settlement, including, without limitation, the costs, fees, and expenses incurred in connection with the Escrow Account. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent.

1.16 "Person" means a natural person, individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, joint venture, joint stock company, estate, legal representative, trust, unincorporated association, government, or any political subdivision or agency thereof, or any other business or legal entity.

1.17 "Plan of Allocation" means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice.

1.18 "Released Claims" means Released Plaintiffs' Claims and Released Defendants' Claims.

1.19 "Released Parties" means Released Group and Released Plaintiffs.

1.20 "Released Plaintiffs' Claims" means all claims and causes of action, including Unknown Claims, that Plaintiffs or any or all other members of the Class ever had, now have, or may have against any of the Defendants or the Released Group, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule (including, but not limited to, any claims that could be asserted derivatively on behalf of HCAP) that were, could have been, or in the future can or might be alleged, asserted, or claimed, directly or indirectly, in the Action or in any court, tribunal, forum, or proceeding, which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, any of the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, claims, or any other matters alleged in the Action or relate to the subject matter thereof, including, without limitation, the Merger, the Proxy, and the related agreements, including the transition services agreement at issue in the Action; provided, however, that the Released Plaintiffs' Claims shall not include any properly perfected claims for appraisal pursuant to 8 *Del. C.* § 262 or claims to enforce the Settlement (the "Excluded Plaintiffs' Claims").

1.21 "Released Plaintiffs" means (i) Plaintiffs, all other Class Members, and Co-Lead Counsel; and (ii) their legal representatives, heirs, executors, administrators, trusts, trustees, parents, affiliates, subsidiaries, officers, directors,

partnerships, partners, agents, employees, Immediate Family, insurers, reinsurers, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns of any of the foregoing, in their respective capacities as such.

1.22 "Released Defendants' Claims" means all claims and causes of action, including Unknown Claims, arising out of or relating to the commencement or prosecution of the Action other than claims relating to the enforcement of the Settlement, including, without limitation, all claims and causes of action, including Unknown Claims, arising out of or relating to all actions taken by Plaintiffs in connection with the initiation, prosecution, and settlement of the Action. For the avoidance of doubt, the Released Defendants' Claims do not include claims based on conduct after the Effective Date.

1.23 "Released Group" means Defendants, all former directors, officers, principals and employees of JMP Group, HCAP and/or PTMN (including, but not limited to, Dorian B. Klein, Jack G. Levin, and Richard A. Sebastiao), HCAP, and each of their respective past or present affiliates, successors, parents and subsidiaries (specifically including, without limitation, HCAP, PTMN, each and every subsidiary of PTMN, and Citizens JMP Group, LLC), whether owned or controlled directly or indirectly, as well as each of their respective past, present, or future family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employers, employees, fiduciaries,

partners, control persons, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, affiliates, parents, subsidiaries, divisions, associated entities, stockholders and beneficial owners, principals, officers, managers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates, and all other persons who have, may have, or purport to have a right of contribution from any of the foregoing in their respective capacities as such.

1.24 "Releases" means the releases set forth in Paragraphs 3.1 and 3.3 of this Stipulation.

1.25 "Scheduling Order" means an order scheduling a hearing on the proposed Settlement and approving the form of and method of giving notice of the Settlement, substantially in the form attached hereto as **Exhibit A**.

1.26 "Settlement" means the settlement contemplated by this Stipulation and the Exhibits.

1.27 "Settlement Administrator" means the firm selected by Co-Lead Counsel, subject to approval of the Court, to administer the Settlement and provide

notice to the Class.

1.28 "Settlement Fund" means the Settlement Amount, plus any and all interest earned thereon, held in the Escrow Account.

1.29 "Settlement Hearing" means the hearing (or hearings) to be held by the Court to determine, among other things, whether: (i) Plaintiffs and Co-Lead Counsel have adequately represented the interests of the Class; (ii) the proposed Settlement should be approved by the Court as fair, reasonable, adequate, and in the best interests of the Class; (iii) the Action should be dismissed with prejudice as against Defendants, and all of the Released Claims against the Released Parties should be fully, finally, and forever released, settled, and discharged; (iv) any Fee and Expense Award should be paid to Co-Lead Counsel out of the Settlement Fund; and (v) the judgment approving the Settlement of the Action should be entered in accordance with the terms of this Stipulation.

1.30 "Summary Notice" means the Summary Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit C**, to be published as set forth in the Scheduling Order.

1.31 "Taxes" means any taxes (including any estimated taxes, interest, penalties, or additional amounts) arising with respect to income earned by the Settlement Fund, including with respect to (i) any income earned by the Settlement

Fund for any period during which the Settlement Fund on deposit in the Escrow Account is not treated, or does not qualify, as a "qualified settlement fund" for federal or state income tax purposes, and (ii) the payment or reimbursement by the Settlement Fund of any amounts described in clause (i).

1.32 "Tax Expenses" means expenses and costs incurred in connection with determining the amount of, and paying, any Taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any tax returns).

1.33 "Unknown Claims" means, as appropriate, (i) any Released Plaintiffs' Claims that Plaintiffs or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Group, or (ii) any Released Defendants' Claims that any member of the Released Group does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiffs, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that Plaintiffs and the Released Group shall expressly waive, and each of the other Class Members by operation of law shall be deemed to have waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction,

or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, 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.

The Settling Parties acknowledge, and each of the other Class Members by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Settling Parties, and by operation of law the other Class Members, to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Settling Parties also acknowledge, and each of the other Class Members by operation of law are deemed to acknowledge, that the inclusion of "Unknown Claims" in the definition of Released Plaintiffs' Claims and Released Defendants' Claims is separately bargained for and is a key element of the Settlement.

II. SETTLEMENT CONSIDERATION

2.1 In connection with the Settlement, and in consideration of the Releases set forth herein, Defendant JMP Group or its insurers shall cause to be paid into the

Escrow Account the total sum of three million eight hundred fifty thousand U.S. dollars ($3,850,000.00) (the "Settlement Amount") on the schedule set forth herein. The Settlement Amount shall be paid in two installments as follows: (a) one million three hundred forty-three thousand, four hundred forty-five dollars, and ninety-four cents ($1,343,445.94) within ten (10) business days after the later of the Court's entry of a Scheduling Order in connection with the Settlement and Defendants' receipt of the information necessary to effectuate a transfer of funds to an escrow account (*i.e.*, payment documentation from the fund administrator, name of payee, W9 for settlement fund, and payment addressee and/or wire instructions if applicable); and (b) the remaining two million five hundred six thousand, five hundred fifty-four dollars, and six cents ($2,506,554.06) no later than ten (10) business days after the entry of the Judgment approving the Settlement. Notice costs shall be paid from the Settlement Fund. Neither Defendants, the insurer(s), nor the Released Group shall be required to make any additional payment to the Settlement Amount, whether in connection with any award of Plaintiffs' and/or Co-Lead Counsel's Fee and Expense Award, incentive award, or otherwise.

2.2 If full payment of the Settlement Amount into the Settlement Fund is not paid in a timely manner in accordance with Section 2.1, Plaintiffs may exercise their right under Paragraph 11.1 of this Stipulation to terminate the Settlement;

provided that the option to terminate shall expire if not exercised on or before the time full payment of the Settlement Amount into the Settlement Fund is in fact made.

III. SCOPE OF THE SETTLEMENT

3.1 As of the Effective Date, Plaintiffs and all Class Members, on behalf of themselves, their legal representatives, heirs, executors, administrators, estates, predecessors, successors, predecessors-in-interest, successors-in-interest, affiliates, and assigns, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective officers, directors, employees, and agents, in their respective capacities as such, shall thereupon fully, finally, and forever, release, settle, and discharge the Released Group from and with respect to every one of the Released Plaintiffs' Claims on the terms set forth herein, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiffs' Claims against any of the Released Group.

3.2 As of the Effective Date, Plaintiffs and each and every Class Member shall be deemed bound by the Stipulation and the Judgment. The Judgment, including the release of all Released Plaintiffs' Claims against all Released Group, shall have res judicata, collateral estoppel, and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings maintained by, or on behalf of, Plaintiffs or any Class Members, as well as their respective heirs,

executors, administrators, estates, predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, and anyone claiming through or on behalf of any of them.

3.3 As of the Effective Date, the Defendants shall thereupon fully, finally, and forever release, settle, and discharge the Released Plaintiffs from and with respect to every one of the Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, or prosecuting any of the Released Defendants' Claims against the Released Plaintiffs.

IV. CLASS CERTIFICATION

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

4.2 The certification of the Class shall be binding only with respect to this Stipulation. In the event that this Stipulation is terminated pursuant to its terms or the Effective Date otherwise fails to occur, the certification of the Class shall be deemed vacated and the Action shall proceed as though the Class had never been certified.

V. PROCEDURE FOR APPROVAL

5.1 As soon as practicable after execution of this Stipulation, the Settling Parties shall jointly submit this Stipulation, together with the Exhibits, to the Court and shall jointly apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as **Exhibit A**.

5.2 In accordance with the Scheduling Order, the Settlement Administrator shall mail, or cause to be mailed, by first class U.S. mail, or other mail service if mailed outside the U.S., postage prepaid, the Notice, substantially in the form attached hereto as **Exhibit B**, to each Class Member at their last known address appearing in the stock transfer records maintained by or on behalf of HCAP (the "Stock Transfer Records"). Prior to execution of this Stipulation, Defendants' Counsel provided Co-Lead Counsel with the Stock Transfer Records containing the names and last known addresses for all record holders of HCAP common stock during the Class Period. All stockholders of record who held HCAP common stock on behalf of beneficial owners and who receive the Notice shall be directed to forward the Notice promptly to such beneficial owners. Co-Lead Counsel shall use reasonable efforts to provide notice to such beneficial owners by making additional copies of the Notice available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners. In accordance with the Scheduling Order, Co-Lead Counsel shall also cause the Summary Notice to be

published in *PR Newswire*, substantially in the form attached hereto as **Exhibit C**. Any and all costs and expenses related to providing Notice shall be paid from the Settlement Fund, regardless of the form or manner of notice approved or directed by the Court and regardless of whether the Court declines to approve the Settlement or the Effective Date otherwise fails to occur. In no event shall the Plaintiffs, the Released Group, or any of their attorneys have any liability or responsibility for the costs and expenses associated with providing the Notice.

5.3 The Settling Parties and their attorneys agree to use their individual and collective best efforts to obtain Court approval of the Settlement. The Settling Parties and their attorneys further agree to use their individual and collective best efforts to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Settlement provided for hereunder and the dismissal of the Action with prejudice as against Defendants and the former defendant Board Members. The Settling Parties and their attorneys agree to cooperate fully with one another in seeking the Court's approval of this Stipulation and to use their best efforts to effect consummation of the Settlement.

5.4 If the Settlement embodied in this Stipulation is approved by the Court, the Settling Parties shall request that the Court enter the Judgment, substantially in

the form attached hereto as **Exhibit D**.

VI. STAY PENDING FINAL APPROVAL

6.1 Pending negotiation, execution, and final approval of the Settlement by the Court, Plaintiffs, on their own behalf and on behalf of the Class, agree to stay any and all claims against the Defendants in the Action and not to initiate any other proceedings bringing claims against any Released Party, other than those incident to the Settlement itself.

6.2 The Settling Parties will request the Court to order (in the Scheduling Order) that, pending final determination of whether the Settlement should be approved, Plaintiffs and all Class Members are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any Released Plaintiff's Claim, either directly, representatively, derivatively, or in any other capacity, against any Defendant.

VII. CONDITIONS OF SETTLEMENT

7.1 The Effective Date of the Settlement shall be deemed to occur on the occurrence or written waiver of all of the following events, which events the Settling Parties shall use their best efforts to achieve:

(a) The payment of the full Settlement Amount into the Escrow Account;

(b) The Court's certification of the Class as a non-opt out class;

(c) The Court's entry of the Judgment substantially in the form attached hereto as **Exhibit D**, including Releases substantially in the form set out herein and the dismissal with prejudice of the Action as to Defendants without the award of any damages, costs, or fees, except as provided for in this Stipulation; and

(d) The Judgment becoming Final.

7.2 Upon occurrence of the Effective Date, any and all remaining interest or right of Defendants or their insurer(s) in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

VIII. ATTORNEYS' FEES AND EXPENSES

8.1 Co-Lead Counsel intend to petition the Court for a Fee and Expense Award of up to 1/3 of the Settlement Fund inclusive of an incentive award of up to $5,000 for Plaintiffs plus expenses related to the Action, which application will be wholly inclusive of any request for or entitlement to attorneys' fees and expenses on behalf of any Class Member or his, her, or its counsel in connection with the Action, any Released Claims, and the Settlement. The Settling Parties acknowledge and agree that any Fee and Expense Award in connection with the Settlement shall be paid from the Settlement Fund and shall reduce the Settlement consideration paid to the Class accordingly. Co-Lead Counsel's application for a Fee and Expense Award is not the subject of any agreement among the Settling Parties other than what is set forth in this Stipulation. To be clear, any incentive award shall be paid from the Fee

and Expense Award.

8.2 The Fee and Expense Award shall be paid from the Settlement Fund to Co-Lead Counsel immediately upon award by the Court, notwithstanding the existence of any timely filed objections to the Fee and Expense Award or any appeal or potential for appeal therefrom, or collateral attack on the Fee and Expense Award, the Settlement, or any part thereof, subject to Co-Lead Counsel's obligation to make refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Award is reduced or reversed and such order reducing or reversing the award has become Final. Co-Lead Counsel shall make the appropriate refund or repayment in full no later than thirty (30) calendar days after: (a) receiving from Defendants' Counsel notice of the termination of the Settlement; or (b) any order disapproving, reducing, reversing, or otherwise modifying the Fee and Expense Award has become Final.

8.3 Co-Lead Counsel, in their sole discretion, shall allocate the Fee and Expense Award amongst themselves in a manner which they, in good faith, believe reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action. The Released Group shall have no responsibility for or liability whatsoever with respect to the allocation or award of any Fee and Expense Award to

or among Co-Lead Counsel. The Fee and Expense Award shall be payable solely from the Settlement Fund.

8.4 This Stipulation, the Settlement, the Judgment, and whether the Judgment becomes Final are not conditioned upon approval of a Fee and Expense Award, either at all or in any particular amount, by the Court. The Fee and Expense Award may be considered separately from the proposed Settlement. Any disapproval or modification of the Fee and Expense Award by the Court or on appeal shall not affect or delay the enforceability of this Stipulation or the Settlement; provide any of the Settling Parties with the right to terminate the Settlement; affect or delay the binding effect or finality of the Judgment and the release of the Released Claims; or prevent the occurrence of the Effective Date.

8.5 Co-Lead Counsel warrants that no portion of any such Fee and Expense Award shall be paid to Plaintiffs, except as may be approved by the Court.

IX. THE SETTLEMENT FUND

9.1 The Settlement Fund shall be used to pay: (a) any Taxes and Tax Expenses; (b) any Notice and Administration Costs; (c) any Fee and Expense Award awarded by the Court; and (d) any other costs or fees approved by the Court. The balance remaining in the Settlement Fund (as defined above, the "Net Settlement Fund") shall be distributed pursuant to the proposed Plan of Allocation or such other plan of allocation approved by the Court.

9.2 Except as provided herein, or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account through the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court.

9.3 The Escrow Agent shall invest any funds in the Escrow Account exclusively in U.S. Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the Federal Deposit Insurance Corporation ("FDIC") may be deposited in any account that is fully insured by the FDIC. In the event that the yield on U.S. Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full-faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full-faith and credit of the United States.

9.4 The Settlement Fund is intended to be a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1, and Co-Lead Counsel, as

administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for timely and properly filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Co-Lead Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. Upon written request, Defendants shall cause Defendants' insurer(s) to provide to Co-Lead Counsel the statement described in Treasury Regulation § 1.468B-3(e). Co-Lead Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this Paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B- 1(j), to cause the qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

9.5 All Taxes and Tax Expenses shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Co-Lead Counsel and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous Paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund

shall be paid out of the Settlement Fund as provided herein. The Defendants or the Released Group shall have no responsibility or liability for any such Taxes or Tax Expenses or the acts or omissions of Co-Lead Counsel or its agents with respect to the payment of Taxes, as described herein.

9.6 The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendant, Released Group member, or any Person who or which paid any portion of the Settlement Amount shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever.

9.7 Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Co-Lead Counsel may pay from the Settlement Fund, without further approval from Defendants or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs, Taxes, or Tax Expenses paid or incurred, including any related fees, shall not be returned or repaid to Defendants, their insurer(s), or any of

the other Released Group, or any Person who or which paid any portion of the Settlement Amount.

X. SETTLEMENT ADMINISTRATION

10.1 Plaintiffs shall retain a Settlement Administrator to provide notice of the Settlement and for the disbursement of the Net Settlement Fund to eligible Class Members. The Defendants shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator.

10.2 Defendants shall cooperate with Plaintiffs in providing notice of the Settlement and administering the Settlement, which cooperation shall include, but not be limited to, causing HCAP or JMP to provide the Merger Records in accordance with Paragraph 10.3 below and making reasonable efforts to identify all Excluded Stockholders (defined below).

10.3 For purposes of distributing the Net Settlement Fund to eligible Class Members, within five (5) business days after the Court's entry of the Judgment, Defendants, at no cost to the Settlement Fund, Co-Lead Counsel, or the Settlement Administrator, shall make reasonable efforts to cause HCAP to provide to Co-Lead Counsel or the Settlement Administrator in an electronically-searchable form, such as Excel, the following information (the "Merger Records"):

(a) The names, mailing addresses and, if available, email addresses of all registered holders of HCAP common stock listed on HCAP's stockholder

register (each a "Registered Holder") who held shares of HCAP common stock at the closing of the Merger (the "Closing Date") and therefore received or were entitled to receive the Merger Consideration, other than the Excluded Stockholders ("Merger Record Holders"), and the number of shares of HCAP common stock held by each of the Merger Record Holders at the Closing Date and for which the Merger Record Holders received or were entitled to receive the Merger Consideration;

(b) For each of the persons and entities listed on **Exhibit E** hereto and any additional beneficial owners that are identified to be excluded from the Class by definition ("Excluded Stockholders"), the following information: (i) the name of the Excluded Stockholder; (ii) an indication of whether the Excluded Stockholder was, at the Closing Date, either (a) a Registered Holder of HCAP common stock or (b) a beneficial holder of HCAP common stock whose shares were held via a financial institution on behalf of the Excluded Stockholder ("Beneficial Holder"); (iii) the number of shares of HCAP common stock beneficially owned by the Excluded Stockholder at the Closing Date and for which the Excluded Stockholder received or was entitled to receive the Merger Consideration ("Excluded Shares"); and (iv) for each Excluded Stockholder that is a Beneficial Holder, (a) the name and DTCC number of the financial institution where his, her, or its Excluded Shares were held and (b) the account number(s) where his, her, or its Excluded Shares were held; and

10.4 In addition to the information to be provided under Paragraph 10.3 above, Defendants, at the request of Plaintiffs, and at no cost to the Settlement Fund, Plaintiffs, Co-Lead Counsel, or the Settlement Administrator, shall make reasonable efforts to provide such additional information or to cause HCAP to provide such additional information as may be required to distribute the Net Settlement Fund to eligible Class Members and to ensure that the Net Settlement Fund is paid only to eligible Class Members and not to Excluded Stockholders. Furthermore, to facilitate the distribution of the Net Settlement Fund to eligible Settlement Class Members, the information to be provided to DTCC may include, and Defendants and the Released Group shall provide, without limitation, "suppression letters" from and/or to DTCC Participants concerning any Excluded Shares, instructing DTCC to withhold payment on those Excluded Shares and containing other terms as DTCC may reasonably require.

10.5 Defendants and other Excluded Stockholders shall not have any right to receive any part of the Settlement Fund for his, her, or its own account(s) (*i.e.*, accounts in which he, she, or it holds a proprietary interest), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including, but not limited to, contract, application of statutory or judicial law, or equity.

10.6 The Net Settlement Fund shall be distributed to eligible Class Members

in accordance with the proposed Plan of Allocation set forth in the Notice or such other plan of allocation as may be approved by the Court. Notwithstanding anything to the contrary in this Stipulation, the Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Plaintiffs and Co-Lead Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Defendants shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action and shall not have any involvement with the application of the Court-approved plan of allocation.

10.7 The Net Settlement Fund shall be distributed to eligible Class Members only after the Effective Date of the Settlement and after: (a) all Notice and Administration Costs, all Taxes, and any Fee and Expense Award have been paid from the Settlement Fund or reserved; and (b) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the "Class Distribution Order"). At such time that Co-Lead Counsel, in their sole discretion, deem it appropriate to move forward with the distribution of the Net Settlement Fund to the Class, Co-Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for the Class Distribution Order.

10.8 Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. The Settling Parties, and the other Released Group and their respective counsel, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the determination, administration, or calculation of any payment from the Net Settlement Fund, the nonperformance of the Settlement Administrator or a nominee holding shares on behalf of a Class Member, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

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

XI. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

11.1 The Settling Parties shall each have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so ("Termination Notice") to the other parties to this Stipulation within thirty (30) calendar days of: (a) the Court's refusal to approve this Stipulation or any part of it that materially affects any Settling Party's rights or obligations hereunder; (b) the Court's declining to enter the Judgment in any material respect; or (c) the date upon which the Judgment is modified or reversed in any material respect by an appellate

court. In addition to the foregoing, Plaintiffs shall have the unilateral right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so to Defendants within thirty (30) calendar days of any failure of Defendants to cause the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with Paragraph 2.1 of this Stipulation; provided that the Plaintiffs' right to terminate shall terminate upon full payment of the Settlement Amount into the Escrow Account. Neither a modification nor a reversal on appeal of the amount of the Fee and Expense Award awarded by the Court to Co-Lead Counsel nor any order modifying or rejecting the Plan of Allocation shall be deemed a material modification of the Judgment or this Stipulation.

11.2 In the event that the Settlement is terminated pursuant to the terms of Paragraph 11.1 of this Stipulation or the Effective Date otherwise fails to occur for any other reason, then (i) the Settlement and this Stipulation (other than this Paragraph 11.2 and Paragraphs 4.2, 5.2, 8.2, 9.2, 9.3, 9.5, 9.6, 10.8, 12.1, 13.1, 13.2, 13.13, 13.4, 13.5, 13.6, 13.7, 13.9, 13.10, 13.11, 13.12, 13.13, 13.14, 13.1513.16 of this Stipulation) shall be canceled and terminated; (ii) any judgment entered in the Action and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro tunc*; (iii) the Releases provided under the Settlement shall be null and void; (iv) the fact of the Settlement shall not be admissible in any proceeding before any court or tribunal; (v) all proceedings in the Action shall revert to their

status as of immediately prior to execution of the Term Sheet on January 24, 2024, and no materials created by or received from another Settling Party that were used in, obtained during, or related to Settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing party, for any other purpose or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery in the Action or in any other litigation; (vi) the Settling Parties shall jointly petition the Court for a revised schedule for trial; (vii) the Settling Parties shall proceed in all respects as if the Settlement and this Stipulation (other than this Paragraph) had not been entered into by the Settling Parties; and (viii) within thirty (30) calendar days after joint written notification of termination is sent by Defendants' Counsel and Co-Lead Counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and change in value as a result of the investment of the Settlement Fund, and any funds received by Co-Lead Counsel consistent with Paragraph 8.2 of this Stipulation), less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes and Tax Expenses paid, due, or owing shall be refunded by the Escrow Agent directly to the Persons who made payments pursuant to Paragraph 2.1 above in such amounts as directed by Defendants. In the event that the funds received by Co-Lead Counsel consistent with Paragraph 8.2 of this Stipulation above have not been refunded to the Settlement Fund within the thirty (30) calendar days specified in this

Paragraph, those funds shall be refunded by the Escrow Agent immediately upon their deposit into the Escrow Account directly to the Persons who made payment pursuant to Paragraph 2.1 in such amounts as directed by Defendants.

XII. NO ADMISSION OF LIABILITY

12.1 It is expressly understood and agreed that neither the Settlement nor any act or omission in connection therewith is intended or shall be deemed or argued to be evidence of or to constitute an admission or concession by: (a) Defendants or the Released Group as to (i) the truth of any fact alleged by Plaintiffs, (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other litigation, (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies; or (b) Plaintiffs that any of their claims are without merit, that any of Defendants had meritorious defenses, or that damages recoverable from Defendants under the Consolidated Amended Complaint would not have exceeded the Settlement Amount.

12.2 The Released Group may file this Stipulation and/or the Judgment in any action that has been or may be brought against them in order to support a claim or defense based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or in connection with any

insurance litigation.

XIII. MISCELLANEOUS

13.1 Each Defendant warrants that, as to the payments made or to be made on behalf of him/her/it, at the time of entering into this Stipulation and at the time of such payment, he/she/it, or to the best of his/her/its knowledge any Persons contributing to the payment of the Settlement Amount, were not insolvent, nor will the payment required to be made on behalf of them render them insolvent, within the meaning of and/or for the purposes of the U.S. Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by each Defendant and not by their counsel.

13.2 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 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 into the Settlement Fund by others, then, at the election of Plaintiffs, the Settling Parties shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of Defendants and the other Released Group pursuant to this Stipulation, in which event (i) the Releases and Judgment shall be null and void; (ii) the Settling Parties shall be restored to their respective positions in the litigation as provided in Paragraph 11.2

of this Stipulation; (iii) Co-Lead Counsel shall refund the Fee and Expense Award consistent with Paragraph 8.2 of this Stipulation; and (iv) any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with respect to the Settlement Fund and less any Notice and Administration Costs actually incurred, paid, or payable) shall be returned as provided in Paragraph 11.2 of this Stipulation.

13.3 This Stipulation shall be deemed to have been mutually prepared by the Settling Parties and shall not be construed against any of them by reason of authorship.

13.4 The Settling Parties agree that, in the event of any breach of this Stipulation, all of the Settling Parties' rights and remedies at law, equity, or otherwise, are expressly reserved.

13.5 This Stipulation may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any signature to the Stipulation by means of facsimile or electronic scanning shall be treated in all manner and respects as an original signature and shall be considered to have the same binding legal effect as if it were the original signed version thereof and without any necessity for delivery of the originally signed signature pages in order for this to constitute a binding agreement.

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

13.7 Each counsel or other Person executing this Stipulation on behalf of any Settling Party warrants that he or she has the full authority to bind his or her principal to this Stipulation.

13.8 Plaintiffs and Co-Lead Counsel represent and warrant that none of the Released Plaintiffs' Claims have been assigned, encumbered, or in any manner transferred in whole or in part.

13.9 This Stipulation shall not be modified or amended, nor shall any provision of this Stipulation be deemed waived, unless such modification, amendment, or waiver is in writing and executed by or on behalf of the Settling Party or Settling Parties against whom such modification, amendment, or waiver is sought to be enforced.

13.10 Any failure by any Settling Party to insist upon the strict performance by any other Settling Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Settling Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by such other Settling Party. Waiver by any 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, and failure by any Settling Party to assert any claim for breach of this Stipulation shall not be deemed to be a waiver as

to that or any other breach and will not preclude any Settling Party from seeking to remedy a breach and enforce the terms of this Stipulation. Each of Defendants' respective obligations hereunder are several and not joint, and the breach or default by one Defendant shall not be imputed to, nor shall any Defendant have any liability or responsibility for, the obligations of any other Defendant herein.

13.11 This Stipulation is and shall be binding upon, and shall inure to the benefit of, the Settling Parties (and, in the case of the Releases, all Released Parties as third-party beneficiaries) and their respective legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns of any of the foregoing, including, without limitation, any corporation or other entity with which any party hereto may merge, reorganize, or otherwise consolidate; provided, however, that the Released Group Persons who are not parties hereto shall be third party beneficiaries to this Stipulation only if they provide necessary suppression letters requested by the DTCC.

13.12 Notwithstanding the entry of the Judgment, the Court shall retain jurisdiction with respect to the implementation, enforcement, and interpretation of the terms of the Stipulation, and all Settling Parties submit to the jurisdiction of the Court for all matters relating to the administration, enforcement, and consummation of the Settlement and the implementation, enforcement, and interpretation of the

Stipulation, including, without limitation, any matters relating to awards of attorneys' fees and expenses. Each Settling Party (i) consents to personal jurisdiction in any such action (but no other action) brought in the Court; (ii) consents to service of process by registered mail upon such Settling Party or such Settling Party's agent; and (iii) waives any objection to venue in the Court and any claim that Delaware or the Court is an inconvenient forum.

13.13 The construction and interpretation of this Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware and without regard to the laws that might otherwise govern under principles of conflicts of law applicable hereto.

13.14 Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

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

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

13.17 This Stipulation and the following exhibits ("Exhibits") constitute the

entire agreement among the Settling Parties with respect to the subject matter hereof:

i. **Exhibit A:** [Proposed] Scheduling Order With Respect to Notice and Settlement Hearing;

ii. **Exhibit B:** Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear;

iii. **Exhibit C:** Summary Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear;

iv. **Exhibit D:** [Proposed] Order and Final Judgment; and

v. **Exhibit E:** Excluded Stockholders

These Exhibits are incorporated by reference as if set forth herein verbatim, and the terms of all Exhibits are expressly made part of this Stipulation. No representations, warranties, or inducements have been made to or relied upon by any Settling Party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

13.18 The Settling Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiffs and any other Class Members against the Released Group with respect to the Released Plaintiffs' Claims. Accordingly, Plaintiffs and their counsel and Defendants and their counsel agree not to assert in any forum that this Action was

brought by Plaintiffs or defended by Defendants in bad faith or without a reasonable basis. The Settling Parties represent and agree that the terms of the Settlement reached between them were negotiated at arm's-length and in good-faith by them, and reflect a Settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

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

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

determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

IN WITNESS WHEREOF, IT IS HEREBY AGREED by the undersigned as of the date noted above.

Dated: February 26, 2024

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