

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

RICHARD DELMAN,

Plaintiff,

v.

BRYANT R. RILEY, DANIEL
SHRIBMAN, KENNETH YOUNG,
PATRICK J. BARTELS, JR., JAMES L.
KEMPNER, TIMOTHY M. PRESUTTI,
ROBERT SUSS, and B. RILEY
PRINCIPAL SPONSOR CO. II, LLC,

Defendants.

C.A. No. 2023-0293-LWW

**NOTICE OF PENDENCY AND PROPOSED
SETTLEMENT OF STOCKHOLDER CLASS ACTION,
SETTLEMENT HEARING, AND RIGHT TO APPEAR**

The Delaware Court of Chancery authorized this Notice.

This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you were a public stockholder of Eos Energy Enterprises, Inc. (f/k/a B. Riley Principal Merger Corp. II (“BRII”)) (the “Company”) at any time during the period between 10:00 a.m. ET on November 10, 2020, and close of business on November 16, 2020 (the “Class Period”).¹

NOTICE OF SETTLEMENT: Please also be advised that (i) Plaintiff Richard Delman (“Plaintiff”), individually and on behalf of the Class (defined in Paragraph 20 below); (ii) defendants Bryant R. Riley, Daniel Shribman, Kenneth Young, Patrick J. Bartels, Jr., James L. Kempner, Timothy M. Presutti, Robert Suss (collectively, the “Individual Defendants”), and B. Riley Principal Sponsor Co. II (together with the Individual Defendants, the “Defendants”); and (iii) non-party Eos Energy Enterprises, Inc. f/k/a B. Riley Principal Merger Corp. II (“New Eos,” or the “Company,” and together with Plaintiff and Defendants, the “Parties,” and each a “Party”) have reached a proposed settlement for \$8,500,000 in cash (the “Settlement Amount”) as set forth in the Stipulation and

¹ Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Compromise, Settlement, and Release between Plaintiff, Defendants, and the Company, dated June 26, 2024 (the “Stipulation”). A copy of the Stipulation is available at www.BRIIStockholderSettlement.com.

Agreement of Settlement, Compromise, and Release (the “Settlement”). The Settlement, if approved, will resolve all claims in the Action.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how Class Members will be affected by the Settlement. The following table provides a brief summary of the rights you have as a Class Member and the relevant deadlines, which are described in more detail later in this Notice.

CLASS MEMBERS’ LEGAL RIGHTS IN THE SETTLEMENT:	
RECEIVE A PAYMENT FROM THE SETTLEMENT. SUBMIT A CLAIM FORM POSTMARKED (IF MAILED), OR ONLINE, NO LATER THAN NOVEMBER 4, 2024.	If you are a member of the Class (defined in Paragraph 20 below), you may be eligible to receive a distribution from the Settlement proceeds. To ensure receipt of any Settlement proceeds to which they are entitled, Eligible Class Members (defined in Paragraph 29 below) must submit a claim form within 90 calendar days of the date set by the Court to mail the Notice to Eligible Class Members. If approved by the Court, any distribution from the Settlement due to Eligible Class Members will be paid to them directly. <i>See</i> Paragraphs 32-36 below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN OCTOBER 2, 2024.	If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Class Counsel’s request for a Fee and Expense Award, you may write to the Court and explain the reasons for your objection.
ATTEND A HEARING ON OCTOBER 17, 2024, AT 11:00 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN OCTOBER 2, 2024.	Filing a written objection and notice of intention to appear that is received by October 2, 2024, allows you to speak in Court, at the discretion of the Court, about your objection. In the Court’s discretion, the October 17, 2024, hearing may be conducted by telephone or videoconference (<i>see</i> Paragraphs 40-42 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

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WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement. The Notice is also being sent to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Class Counsel for a Fee and Expense Award in connection with the Settlement (the "Settlement Hearing"). See Paragraphs 40-42 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be mailed to you because you may be a member of the Class. The Court has directed us to send you this Notice because, as a Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how the Action and the proposed Settlement generally affects your legal rights.

Please Note: the Court may approve the proposed Settlement with such modifications as the Parties and the Company may agree to, if appropriate, without further notice to the Class.

3. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to Eligible Class Members will be made after any appeals are resolved.

Questions? Call 877-411-4708 or visit www.BRIIStockholderSettlement.com

PLEASE NOTE: Receipt of this Notice does not mean that you are a Class Member or an Eligible Class Member or that you will be entitled to receive a payment from the Settlement.

WHAT IS THIS CASE ABOUT?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS, AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

4. On June 3, 2019, BRII, a special purpose acquisition company, was incorporated as a Delaware corporation for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization, or similar business combination with one or more businesses.

5. In May 2020, BRII consummated its initial public offering (“IPO”) of 17.5 million units (“Public Units”), including the underwriters’ exercise of an over-allotment option, at a price of \$10.00 per Public Unit, generating gross proceeds of \$175 million. Each Public Unit consisted of one share of BRII common stock (“Common Stock”), and one-half of one warrant redeemable at a price of \$11.50 per share to purchase one share of Common Stock upon the completion of an initial business combination.

6. The funds raised from the IPO were placed in a trust account for the benefit of BRII public stockholders, who had the right to redeem all or a portion of their shares of Common Stock at a per-share price, payable in cash, equal to their pro rata share of the aggregate amount on deposit in the trust account upon the occurrence of certain events.

7. On September 7, 2020, BRII entered into business combination agreements with (i) Eos Energy Storage, LLC (“Legacy Eos”) and New Eos Energy, LLC; and (ii) AltEnergy Storage VI, LLC in its capacity as a security holder representative of Legacy Eos, pursuant to which Legacy Eos would merge with and become a subsidiary of BRII (the “Merger”).

8. On October 23, 2021, BRII filed with the U.S. Securities and Exchange Commission (“SEC”) a Definitive Proxy Statement concerning the Merger (such proxy statement together with any preliminary proxy filings, as well as any amendments or supplements thereto, the “Proxy”) which was mailed to BRII stockholders the following day. The Proxy informed stockholders of a special meeting to be held on November 12, 2020 (the “Special Meeting”), at which stockholders would vote whether to approve the Merger and related transactions. The Proxy also informed stockholders that the deadline for them to redeem their shares in connection with the Merger was 10:00 am Eastern Time (EDT) on November 12, 2020 (the “Redemption Deadline”).

9. Prior to the Special Meeting, the holders of 6,442,195 shares of BRII Common Stock (“Redeeming Stockholders”) exercised their right to redeem those shares, and, concurrent with the consummation of the Merger, the Redeeming Stockholders received approximately \$65,066,169.50.

10. On November 12, 2020, BRII stockholders voted to approve the Merger and related transactions.

11. On November 16, 2020, the Merger and related transactions closed. Following the Merger, BRII was renamed Eos Energy Enterprises, Inc.
12. On March 8, 2023, Plaintiff commenced an action against Defendants, on behalf of himself and similarly situated current and former Company stockholders, by filing a Verified Class Action Complaint in the Court of Chancery of the State of Delaware (the “Court”) bearing the caption *Delman v. Bryant R. Riley*, C.A. No. 2023-0293-LWW (the “Complaint”) (Trans. ID 69287590). The Complaint alleged claims against the Defendants for breach of fiduciary duties as directors, officers, and/or controllers of BRII as well as unjust enrichment in connection with the Merger.
13. On June 22, 2023, Defendants filed a Motion to Dismiss the Complaint with prejudice pursuant to Court of Chancery Rule 12(b)(6) (the “Motion to Dismiss”) (Trans. ID 70241886), which was fully briefed and submitted to the Court for decision following argument on November 6, 2023.
14. Court of Chancery Rule 23(f)(3)(D)(iv) requires a concise “summary of the claims, issues, defenses, and relief that the class action sought.” Here, Plaintiff’s Complaint alleged, among other things, that Defendants breached their fiduciary duties by impairing stockholder redemption rights, including because the Proxy allegedly contained misleading information and omitted certain information to induce BRII’s stockholders to hold their stock through the Merger rather than to redeem the stock in advance of the Redemption Deadline. Plaintiff alleged that BRII’s stockholders would be entitled to monetary damages and disgorgement of profits by Defendants. Defendants contended in their Motion to Dismiss and supporting briefing that the Complaint failed to state a claim because, among other reasons, the Proxy did not exclude any material information and because Eos Energy Enterprises, Inc.’s stock price traded above the redemption value for over a year after the Merger.
15. On December 21, 2023, the parties participated in a voluntary mediation before Robert A. Meyer, Esq., of JAMS.
16. Following arm’s-length negotiations, on February 2, 2024, the Parties entered into a settlement term sheet (the “Settlement Term Sheet”) that reflected the Parties’ agreement in principle to settle the Action.
17. Pursuant to the terms of the Settlement Term Sheet, the Parties negotiated for the production of confirmatory discovery relating to the underlying claims in the Action, which resulted in the production of more than 40,000 pages of non-public documents.
18. On June 26, 2024, the Parties entered into the Stipulation, which reflects the final and binding agreement among the Parties and supersedes the Settlement Term Sheet.
19. On July 1, 2024, the Court entered a Scheduling Order directing that this Notice of the Settlement be provided to potential Class Members, and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval of the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

20. If you are a member of the Class, you are subject to the Settlement. The Class preliminary certified by the Court solely for purposes of the Settlement consists of:

All record and beneficial holders of BRII Common Stock, whether held as separate shares or as part of Public Units, who held such shares between 10 a.m. ET on November 10, 2020 (the “Redemption Date”) through November 16, 2020 (the “Closing”) (the “Class Period”), and their successors in interest, but **excluding** (i) (a) Defendants; (b) members of the immediate family of any Individual Defendant; (c) any person who was a manager or managing member of any Defendant during the Class Period and any members of their immediate family; (d) any parent, subsidiary, or affiliate of Defendants; (e) any entity in which any Defendant or any other excluded person or entity has, or had during the Class Period, a controlling interest; and (f) the legal representatives, agents, affiliates, heirs, estates, successors, or assigns of any such excluded persons or entities; and (ii) (a) the Company; and (b) any person who was an officer or director of the Company during the Class Period and any members of their immediate family.

PLEASE NOTE: The Class is a non-opt-out settlement class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2). Accordingly, Class Members do not have the right to exclude themselves from the Class.

WHAT ARE THE TERMS OF THE SETTLEMENT?

21. In consideration of the settlement of Released Plaintiff’s Claims (defined in Paragraph 37 below) against Released Defendant Parties and Released Company Parties (both defined in Paragraph 36 below), the Individual Defendants shall cause their Insurance Carrier and the Company to pay the Settlement Amount into an interest-bearing escrow account for the benefit of the Class in accordance with the Stipulation. *See* Paragraphs 32-36 below for details about the distribution of the Settlement proceeds to Eligible Class Members.

WHAT ARE THE PARTIES’ AND THE COMPANY’S REASONS FOR THE SETTLEMENT?

22. Based upon their investigation and prosecution of the Action, Plaintiff and Plaintiff’s Counsel believe that the claims asserted have merit, but also believe that the Settlement set forth herein provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiff and Plaintiff’s Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) the inherent problems of proof associated with, and possible defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; and (vi) the conclusion of Plaintiff and Plaintiff’s Counsel that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms

Questions? Call 877-411-4708 or visit www.BRIIStockholderSettlement.com

set forth herein. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiff of any infirmity in the claims asserted in the Action.

23. Based on Plaintiff's Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiff's Counsel believes that the Settlement set forth in this Stipulation is fair, reasonable, and adequate and confers substantial benefits upon the Class. Based upon his direct oversight of the prosecution of this Action, as well as evaluation and input from Plaintiff's Counsel, Plaintiff has determined that the Settlement is in the best interests of the Class and has agreed to the terms and conditions set forth in this Stipulation.

24. Defendants deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever alleged in the Action. The Settlement will expressly provide that Defendants make no admission of liability or any form of wrongdoing whatsoever. Neither the Settlement Term Sheet, the Settlement Agreement, the Settlement, or the negotiations leading to execution of the Settlement Term Sheet or the Settlement Agreement nor any proceedings taken pursuant to or in connection with the Settlement Term Sheet or the Settlement Agreement and/or approval of the Settlement shall be offered against any Defendant or any of the other Defendant Releasees as evidence of any presumption, admission, or concession by any Defendant or any other of the Defendant Releasees of any fault, liability, or wrongdoing of any kind or of any damages whatsoever.

25. Nevertheless, Defendants and the Company have determined to enter into the Settlement on the terms and conditions set forth in the Stipulation solely to put Released Plaintiff's Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. For the avoidance of doubt, nothing in this Stipulation or the Settlement shall be construed as an admission by Defendants or the Company of any wrongdoing, fault, liability, or damages whatsoever.

**HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE?
HOW WILL I RECEIVE MY PAYMENT?**

26. The Settlement Amount will be deposited into an interest-bearing escrow account for the benefit of the Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the Net Settlement Fund (that is, the Settlement Amount plus any interest accrued thereon after its deposit in the Escrow Account less (i) any Taxes or Tax Expenses, (ii) any Administration Costs or Notice Costs, (iii) any Fee and Expense Award awarded by the Court, and (iv) any other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

27. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

28. The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the Settlement website, www.BRIIStockholderSettlement.com.

PROPOSED PLAN OF ALLOCATION

29. The Net Settlement Fund will be distributed to Eligible Class Members. “Eligible Class Members” means those Class Members (defined in Paragraph 20 above) who held Eligible Shares (defined in Paragraph 30 below), *i.e.*, holders of BRII Common Stock who had the right to, but did not, exercise their redemption rights as to all Eligible Shares held by them in connection with the Merger.

30. “Eligible Shares” means shares of BRII Common Stock owned by Class Members immediately after the Redemption Deadline (November 10, 2020, at 10:00 a.m. ET) that were not submitted for redemption in connection with the Merger.

31. Excluded Persons (as defined in Paragraph 20) shall not have any right to receive any part of the Settlement Fund for their own account(s) (*i.e.*, accounts in which they hold 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.

32. For each Eligible Share for which a Claim Form is submitted:

(i) if such Eligible Class Member sold any Eligible Shares for less than \$10.10 (the “Redemption Price”), including the number of Eligible Shares sold, the price at which such Eligible Shares were sold (the “Eligible Share Sale Price”), and the date those Eligible Shares were purchased and sold, and/or

(ii) if such Eligible Class Member continues to hold any Eligible Shares, the number of Eligible Shares the Class Member continues to hold, and the date those Eligible Shares were purchased;

Such Eligible Class Member shall receive a pro rata distribution (the “Claimed Distribution Amount”) from the Net Settlement Fund with such pro rata portion of the Net Settlement Fund to be determined based on the Eligible Class Member’s total loss (“Total Loss”) equal to the product of (i) the Redemption Price minus the Eligible Share Sale Price and/or (ii) the Redemption Price minus the closing price of such shares on the date the Complaint was filed (\$1.86). The Claimed Distribution Amount will be calculated based on the Total Loss submitted by such Eligible Class Member, divided by the combined Total Loss for all Eligible Class Members, multiplied by the total amount in the Net Settlement Fund.

33. Following the distributions set forth in Paragraph 32, any remaining cash in the Net Settlement Fund shall be distributed *pro rata* from the Net Settlement Fund equal to the product of (i) the balance of the Net Settlement Fund following the distributions set forth in Paragraph 32 and (ii) a fraction, the numerator of which is the number of Eligible Shares held by the Eligible Class Member, and the denominator of which is a number representing the total number of Eligible Shares.

34. If any Eligible Class Member’s entitlement to Net Settlement Proceeds as calculated pursuant to the foregoing paragraphs 32 and 33 totals less than \$5.00, it will not be included in the calculations, and no distribution will be made to that Eligible Class Member, however, such Eligible Class Member will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action.

35. Together any payments from the Net Settlement Fund owed pursuant to paragraphs 32 and 33 and subject to the exception provided in paragraph 34, shall be referred to herein as the “Cash Payment.”

36. Subject to Court approval in the Class Distribution Order,² Plaintiff’s Counsel will direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Eligible Class Members as follows:

(i) With respect to Eligible Shares held of record by the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company (collectively, “DTC”), through its nominee Cede, the Company shall provide to Plaintiff’s Counsel or the Settlement Administrator in an electronically searchable form, such as Microsoft Excel, (a) Securities Transfer Records (as defined in the Stipulation) and an allocation report, “chill” report, or such other report generated by DTC (“DTC Allocation Report”) providing, for each relevant DTC Participant, the participant’s “DTC number,” the relevant number of shares of BRII Common Stock, and additional information necessary to conduct a distribution of the Net Settlement Fund to Eligible Class Members, including the address or other contact information used to communicate with the appropriate representatives of each such DTC Participant, and (b) Securities Transfer Records for Redeeming Stockholders.

Using that information, the Settlement Administrator will cause that portion of the Net Settlement Fund to be allocated to Eligible Class Members who held their Eligible Shares through DTC Participants to be paid to the DTC Participants by paying each DTC Participant its respective Cash Payment, subject to payment suppression instructions with respect to shares held by Excluded Persons and all other shares ineligible for recovery from the Settlement. The DTC Participants and their respective customers, including any intermediaries, shall then ensure payment to each Eligible Class Member based on the Plan of Allocation. Consistent with this method of distribution, if your Eligible Shares were held in “street name” in a brokerage account, your broker will be responsible for depositing your Settlement payment into that same brokerage account.

(ii) With respect to Eligible Shares held of record other than by Cede, as nominee for DTC (a “Non-Cede Record Position”), the Cash Payment with respect to each such Non-Cede Record Position will be made by the Settlement Administrator from the Net Settlement Fund directly to the Eligible Class Member.

(iii) In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (i.e., more than six months from the check’s issue date), the following procedures shall govern:

(a) For settlement funds distributed by a Custodian, the Custodian shall follow its respective policies with respect to further attempted distribution or escheatment;

² “Class Distribution Order” means an order entered by the Court authorizing the specific distribution of the Net Settlement Fund.

(b) For settlement funds distributed to Eligible Class Members directly by the Settlement Administrator, or for any funds returned by a Custodian to the Settlement Administrator, the Settlement Administrator shall use reasonable efforts to locate the Eligible Class Members and reattempt distribution.

If after completion of such follow-up efforts \$50,000 or more remains in the Net Settlement Fund, the Settlement Administrator shall conduct pro rata re-distributions of the remaining funds until the remaining balance is under \$50,000. At such time as the remaining balance is less than \$50,000, the remaining funds shall be distributed to the Combined Campaign for Justice, P.O. Box 2113, Wilmington, DE 19899, a 501(c)(3) charitable organization.

**WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED?
WHAT CLAIMS WILL THE SETTLEMENT RELEASE?**

37. If the Settlement is approved, the Court will enter an Order and Final Judgment (the “Order and Final Judgment”). Pursuant to the Order and Final Judgment, the claims asserted against Defendants in the Action will be dismissed with prejudice and the following releases will occur:

(i) **Release of Claims by Plaintiff and the Class:** Upon the Effective Date, Plaintiff and each and every other member of the Class, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, shall have fully, finally, and forever released, settled, and discharged the Released Defendant Parties and Released Company Parties from the Released Plaintiff’s Claims.

(a) “Released Defendant Parties” means Defendants as well as each of their respective current and former parents, affiliates, subsidiaries, committees, insurers, reinsurers, heirs, executors, administrators, trustees, estates, agents, employees, officers, directors, predecessors, predecessors-in-interest, successors, successors-in-interest, immediate family members, beneficiaries, assigns, advisors, counsel, representatives, and any entity under their control.

(b) “Released Company Parties” means the Company as well as each of its respective current and former parents, affiliates, subsidiaries, committees, insurers, reinsurers, heirs, executors, administrators, trustees, estates, agents, employees, officers, directors, predecessors, predecessors-in-interest, successors, successors-in-interest, immediate family members, beneficiaries, assigns, advisors, counsel, representatives, and any entity under their control.

(c) “Released Plaintiff’s Claims” means all claims and causes of action of every nature and description, whether known or unknown, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule, that Plaintiff

asserted or could have asserted in the Complaint, except for claims to enforce the Settlement.

(ii) **Release of Claims by Defendants and the Company:** Upon the Effective Date, Defendants and the Company, on behalf of themselves and any and all of their respective current and former parents, affiliates, subsidiaries, committees, insurers, reinsurers, heirs, executors, administrators, trustees, estates, agents, employees, officers, directors, predecessors, predecessors-in-interest, successors, successors-in-interest, immediate family members, beneficiaries, assigns, advisors, counsel, representatives, and any entity under their control, shall have fully, finally, and forever released, settled, and discharged Released Plaintiff Parties and Plaintiff's Counsel from and with respect to every one of Released Defendants' Claims and Released Company Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Released Defendants' Claims or Released Company Claims against any of Released Plaintiff Parties and Plaintiff's Counsel.

(a) "Released Plaintiff Parties" means Plaintiff, and each and every other member of the Class, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only.

(b) "Released Defendants' Claims" means any and all claims and causes of action against the Released Plaintiff Parties and Plaintiff's Counsel of every nature and description, whether known or unknown, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule that arise out of or relate to the institution, prosecution, or settlement of the claims asserted in the Action, except for claims to enforce the Settlement.

(c) "Released Company Claims" means any and all claims and causes of action against the Released Plaintiff Parties and Plaintiff's Counsel of every nature and description, whether known or unknown, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule that arise out of or relate to the institution, prosecution, or settlement of the claims asserted in the Action, except for claims to enforce the Settlement.

(iii) "Unknown Claims" means (i) any Released Plaintiff's Claims that Plaintiff or any other Class Member does not know or suspect to exist in their favor at the time of the release of Released Defendant Parties and Released Company Parties, and (ii) any Released Defendants' Claims or Released Company Claims that any Defendant or the Company does not know or suspect to exist in their favor at the time of the release of Released Plaintiff Parties, including, without limitation, those which, if known, might have affected the decision to enter into the Settlement or to object or not to object to the Settlement. With respect to the Released Claims, the Parties stipulate and agree that, upon the occurrence of the Effective

Date, the Parties shall waive expressly, and by operation of the Order and Final Judgment, each Class Member shall be deemed to have, and shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, that 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 Parties acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, 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 Parties, and Class Members (by operation of law), to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Parties acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of “Released Plaintiff’s Claims,” “Released Defendants’ Claims,” and “Released Company Claims” was separately bargained for and was a material element of the Settlement and was relied upon by each and all of Plaintiff, Defendants, and the Company in entering into the Stipulation.

38. By Order of the Court, all proceedings in the Action, except for those related to the Settlement, have been stayed, and Plaintiff and all other Class Members, and anyone acting or purporting to act on behalf of, in the stead of, or derivatively for, any Class Member, are barred and enjoined from commencing, pursuing, prosecuting, instigating, maintaining, or in any way participating in the commencement, pursuit, continuation, or prosecution of any action asserting any of the Plaintiff’s Released Claims against any of Defendants’ Released Parties or Released Company Parties pending final determination of whether the Settlement should be approved.

HOW WILL CLASS COUNSEL BE PAID?

39. Plaintiff’s Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have Plaintiff’s Counsel been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiff’s Counsel will apply to the Court for an award of fees and expenses to be paid from the Settlement Fund and approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys’ fees or expenses that have been, could be, or could have been asserted by Plaintiff’s Counsel or any other counsel for any Class Member (the “Fee and Expense Award”). Plaintiff’s Counsel will seek a Fee and Expense Award consisting of attorneys’ fees in an amount not to exceed 20% of the Settlement Fund, inclusive of payment of any litigation expenses. The

Court will determine the amount of the Fee and Expense Award. The Fee and Expense Award will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. Class Members are not personally liable for any such fees or expenses.

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD?
DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DO NOT LIKE THE SETTLEMENT?

40. **Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the Settlement Hearing. Class Members can recover from the Settlement without attending the Settlement Hearing.**

41. **Please Note: The date and time of the Settlement Hearing may change without further written notice to Class Members. In addition, the Court may decide to conduct the Settlement Hearing remotely by telephone or videoconference, or otherwise allow Class Members to appear at the hearing remotely by phone or video, without further written notice to Class Members. In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate remotely by phone or video, it is important that you monitor the Court's docket and the Settlement website, www.BRIIStockholderSettlement.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing, or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website, www.BRIIStockholderSettlement.com. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing remotely by telephone or videoconference, the information needed to access the conference will be posted to the Settlement website, www.BRIIStockholderSettlement.com.**

42. The Settlement Hearing will be held on **October 17, 2024, at 11:00 a.m.**, before The Honorable Lori W. Will, Vice Chancellor, either in person at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801, or remotely by telephone or videoconference (in the discretion of the Court), to, among other things: (i) determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiff and Plaintiff's Counsel have adequately represented the Class, and whether Plaintiff should be finally appointed as Class representatives for the Class and Plaintiff's Counsel should be finally appointed as Class counsel for the Class; (iii) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iv) determine whether the Action should be dismissed with prejudice and the Releases provided under the Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered; (vi) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vii) determine whether and in what amount any Fee and Expense Award should be paid to Plaintiff's Counsel out of the Settlement Fund; (viii) hear and rule on any objections to the Settlement, the proposed Plan of

Allocation, and/or Plaintiff’s Counsel’s application for a Fee and Expense Award; and (ix) consider any other matters that may properly be brought before the Court in connection with the Settlement.

43. Any Class Member may file a written objection to the Settlement, the proposed Plan of Allocation, and/or Plaintiff’s Counsel’s application for the Fee and Expense Award (an “Objector”); provided, however, that no Objector shall be heard or entitled to object unless **on or before October 2, 2024**, such person (1) files their written objection, together with copies of all other papers and briefs supporting the objection specified in Paragraph 44 below, with the Register in Chancery at the address set forth below; (2) serves such papers (electronically by File & ServeXpress, by hand, by First Class U.S. Mail, or by express service) on Plaintiff’s Counsel, Defendants’ Counsel, and Company Counsel at the addresses set forth below; and (3) emails a copy of the written objection to the below email addresses for Plaintiff’s Counsel, Defendants’ Counsel, and Company Counsel.

REGISTER IN CHANCERY

Register in Chancery
Court of Chancery of the State of Delaware
Leonard L. Williams Justice Center
500 North King Street
Wilmington, Delaware, 19801

PLAINTIFF’S COUNSEL

Kelly L. Tucker, Esquire
GRANT & EISENHOFER P.A.
123 Justison Street, 7th Floor
Wilmington, Delaware 19801
ktucker@gelaw.com

DEFENDANTS’ COUNSEL

Kevin M. Gallagher, Esquire
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
gallagher@rlf.com

COMPANY COUNSEL

Ethan H. Townsend, Esquire
MCDERMOTT WILL & EMERY LLP
The Brandywine Building
100 N. West Street, Suite 1400
Wilmington, Delaware 19801

44. Any objections must: (i) identify the case name and civil action number, “*Delman v. Riley*, C.A. No. 2023-0293-LWW”; (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (iii) be signed by the Objector; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention, and if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the hearing; and (v) include documentation sufficient to prove that the Objector is a member of the Class. Documentation establishing that an Objector is a member of the Class must consist of copies of monthly brokerage account statements or an authorized statement from the Objector’s broker containing the transactional and holding information found in an account statement. Plaintiff’s Counsel may request that the Objector submit additional information or documentation sufficient to prove that the objector is a Class Member.

45. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

46. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiff’s Counsel, Defendants’ Counsel, and Company Counsel at the mailing and email addresses set forth in Paragraph 43 above so that the notice is *received on or before October 2, 2024*.

47. The Settlement Hearing may be adjourned by the Court without further written notice to Class Members. If you intend to attend the Settlement Hearing, you should confirm the date and time with Plaintiff’s Counsel or the Settlement Administrator.

48. Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection (including the right to appeal) and shall be forever foreclosed from making any objection to the Settlement, the proposed Plan of Allocation, Plaintiff’s Counsel’s application for the Fee and Expense Award, or any other matter related to the Settlement or the Action, and will otherwise be bound by the Order and Final Judgment to be entered and the releases to be given. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

CAN I SEE THE COURT FILE?
WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

49. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the

Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801. Additionally, copies of the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement website, www.BRIIStockholderSettlement.com. If you have questions regarding the Settlement, you may contact the Settlement Administrator: BRII Stockholders Settlement, c/o A.B. Data, Ltd., PO Box 170500, Milwaukee, WI 53217, 877-411-4708, info@BRIIStockholderSettlement.com; or Plaintiff's Counsel: Kelly L. Tucker, Esq., Grant & Eisenhofer P.A., 123 Justison Street, 7th Floor, Wilmington, Delaware 19801, 302-622-7000, ktucker@gelaw.com.

WHAT IF I HELD STOCK ON SOMEONE ELSE'S BEHALF?

50. If you are a broker or other nominee that held BRII common stock at any time during the Class Period for the beneficial interest of persons or entities other than yourself, you are requested, within seven (7) calendar days of receipt of this Notice, to either: (i) request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners, and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator at: BRII Stockholders Settlement, c/o A.B. Data, Ltd., PO Box 170500, Milwaukee, WI 53217. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

51. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. A copy of this Notice may also be obtained from the Settlement website, www.BRIIStockholderSettlement.com, by calling the Settlement Administrator toll free at 877-411-4708, or by emailing the Settlement Administrator at info@BRIIStockholderSettlement.com.

**DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN
CHANCERY REGARDING THIS NOTICE.**

BY ORDER OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE:

Dated: July 1, 2024