

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TERRY MAY, ELIZABETH MAY,)
VIRGIL ECOFFEY, and TERRY)
JANDREAU, Individually and on)
Behalf of All Others Similarly Situated,)

Plaintiffs,)

v.)

GORES GUGGENHEIM SPONSOR)
LLC, ALEC E. GORES, ANDREW M.)
ROSENFELD, MARK R. STONE,)
ANDREW MCBRIDE, RANDALL)
BORT, ELIZABETH MARCELLINO,)
NANCY TELLEM, AEG HOLDINGS,)
LLC, GGP SPONSOR HOLDINGS,)
LLC, and GG SPONSOR, LLC,)

Defendants.)

C.A. No. 2023-0863-LWW

**STIPULATION AND AGREEMENT OF SETTLEMENT,
COMPROMISE, AND RELEASE**

This Stipulation and Agreement of Settlement, Compromise, and Release, dated February 20, 2026 (with the Exhibits hereto, the “Stipulation,” and the settlement contemplated hereby, the “Settlement”) in the above-captioned action (the “Action”), filed in the Delaware Court of Chancery (the “Court”), is entered into by and among the following parties: (i) Plaintiffs Terry May, Elizabeth May, Virgil Ecoffey, and Terry Jandreau (“Plaintiffs”), on behalf of themselves and the Class (as defined herein); (ii) Defendants Gores Guggenheim Sponsor LLC, Alec E. Gores, Andrew M. Rosenfield, Mark R. Stone, Andrew McBride, Randall Bort,

Elizabeth Marcellino, Nancy Tellem, AEG Holdings, LLC, GGP Sponsor Holdings, LLC, and GG Sponsor, LLC (collectively, the “Defendants,” and together with Plaintiffs, the “Parties” and each a “Party”); and (iii) non-party Polestar Automotive Holding UK PLC (f/k/a Gores Guggenheim, Inc. “GGI”) (“Polestar” or “the Company”), by and through their respective undersigned counsel.

This Stipulation is submitted pursuant to Court of Chancery Rule 23. Subject to the terms and conditions set forth herein and the approval of the Court, the Settlement embodied in this Stipulation is intended: (i) to be a full and final disposition of the Action; (ii) to state all of the terms of the Settlement and the resolution of the Action; and (iii) to fully, finally, and forever compromise, resolve, dismiss, discharge, and settle each and every one of the Released Claims and result in the complete dismissal of the Action with prejudice, with each party to bear their own costs except as otherwise provided for herein.¹

RECITALS

WHEREAS:

Summary of the Action

A. On December 21, 2020, GGI, a special purpose acquisition company, was incorporated in Delaware.

¹ Capitalized terms have the meanings set forth in the “Definitions” section below or as otherwise defined in this Stipulation.

B. On March 25, 2021, GGI completed its initial public offering (“IPO”) of 80,000,000 units which were sold to public investors (“Public Units”), at a price of \$10.00 per unit, raising gross proceeds totaling \$800 million. Each Public Unit consisted of one share of GGI Class A common stock (“Class A Common Stock”), and one-fifth of one GGI public warrant. Each whole GGI public warrant entitled the warrant-holder to purchase one share of Class A Common Stock at a price of \$11.50 per share.

C. The funds raised from the IPO were placed and maintained in a trust account for the benefit of the GGI public stockholders, who had the right to redeem all or a portion of their shares of Class A 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, inclusive of interest, upon the occurrence of certain events.

D. On September 27, 2021, GGI entered into an Agreement and Plan of Merger by and among GGI, Polestar Automotive Holding Limited, Polestar Automotive (Singapore) Pte. Ltd., Polestar Holding AB (“Polestar Sweden”), Polestar Automotive Holding UK Limited (“ListCo”), and PAH UK Merger Sub Inc., a direct wholly owned subsidiary of ListCo (“Merger Sub”) (collectively “Legacy Polestar”), pursuant to which the Merger Sub would merge into GGI and GGI would become a wholly owned subsidiary of ListCo, creating the Company (the “Merger”). In connection with the Merger, each share of GGI Class A Common

Stock would be exchanged for one newly issued American depository share of Polestar.

E. On May 25, 2022, GGI filed with the United States Securities and Exchange Commission (“SEC”) a 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 GGI stockholders on or about May 25, 2022. The Proxy informed stockholders of a special meeting to be held on June 22, 2022 (the “Special Meeting”), at which, among other things, GGI stockholders would vote whether to approve the Merger and related transactions. The Proxy also informed GGI stockholders that the deadline to redeem shares in connection with the Merger was 5:00 P.M. ET on June 17, 2022 (the “Redemption Deadline”).

F. Prior to the Special Meeting, the holders of 16,265,203 shares of Class A Common Stock (the “Redeeming Stockholders”), representing approximately 20.3% of the GGI public shares, exercised their right to redeem those shares, and received their pro rata distributions from the trust account.

G. On June 22, 2022, GGI stockholders voted to approve the Merger.

H. On June 23, 2022, the Merger closed (the “Closing”). In connection with the Merger, GGI merged with Legacy Polestar, creating Polestar.

I. On August 22, 2023, Plaintiffs, on behalf of themselves and similarly situated current and former Polestar stockholders, commenced this Action, by filing the Verified Class Action Complaint (the “Complaint”) (Trans. ID 70696711). The Complaint alleged claims against Defendants for breach of fiduciary duties and unjust enrichment in connection with the Merger.

J. On December 14, 2023, Defendants filed an Answer to the Complaint (Trans. ID 71626802).

K. On January 19, 2024, Plaintiffs served their First Requests for Production of Documents Directed to the Director and Officer Defendants (Trans. ID 71876160).

L. On March 1, 2024, the Court entered a Stipulation and Order for the Production and Exchange of Confidential Information (the “Confidentiality Order”) (Trans. ID 72215150).

M. On March 1, 2024, Plaintiffs served their First Set of Interrogatories Directed to All Defendants (Trans. ID 72223560).

N. On March 4, 2024, Defendants served Objections and Responses to Plaintiffs’ First Requests for Production of Documents Directed to the Director and Officer Defendants (Trans. ID 722234378).

O. On March 6, 2024, Plaintiffs served their First Requests for Production of Documents Directed to the Entity Defendants (Trans. ID 72332967).

P. On March 14, 2024, Defendants served their First Requests for Production of Documents Directed to Plaintiffs (Trans. ID 72516981).

Q. On April 5, 2024, Defendants served Objections and Responses to Plaintiffs' First Requests for Production of Documents Directed to the Entity Defendants (Trans. ID 72687138).

R. On April 15, 2025, Plaintiffs served Objections and Responses to Defendants' First Requests for Production of Documents Directed to Plaintiffs (Trans. ID 72748063).

S. Starting on May 31, 2024, Defendants made rolling productions of documents totaling 56,342 documents, and 395,171 pages.

T. On June 7, 2024, Plaintiffs issued Subpoenas Duces Tecum and Ad Testificandum to Deutsche Bank Securities Inc. (Trans. ID 73378993), Morgan Stanley & Co. LLC (Trans. ID 73380083), Barclays Capital Inc. (Trans. ID 73380083), and Citigroup Global Markets Inc. (Trans. ID 73378993).

U. On June 13, 2024, Defendants served Objections and Responses to Plaintiffs' First Set of Interrogatories Directed to All Defendants (Trans. ID 73391457).

V. On June 21, 2024, Plaintiffs produced 228 documents that included 18,698 pages.

W. On July 11, 2024, Defendants served their First Set of Interrogatories Directed to Plaintiffs (Trans. ID 73634894).

X. On August 26, 2024, Plaintiffs served Responses and Objections to Defendants' First Set of Interrogatories Directed to Plaintiffs (Trans. ID 74127199).

Y. On September 25, 2024, the Parties participated in a voluntary mediation before David Murphy of Phillips ADR Enterprises. The Parties did not reach an agreement to resolve the Action at the mediation, but arm's-length negotiations overseen by Mr. Murphy continued.

Z. On January 6, 2025, Plaintiffs issued Subpoenas Duces Tecum and Ad Testificandum to KPMG LLP (Trans. ID 75378051) and WithumSmith+Brown, PC (Trans. ID 75378086).

AA. On January 29, 2025, Plaintiffs served their Second Set of Interrogatories Directed to Defendants (Trans ID. 75539435).

BB. On March 19, 2025, Plaintiffs served a Subpoena Duces Tecum and Ad Testificandum Directed to Guggenheim Securities, LLC (Trans. ID 75909249).

CC. On April 28, 2025, Defendants served Objections and Responses to Plaintiffs' Second Set of Interrogatories Directed to Defendants (Trans. ID 76165631).

DD. On May 16, 2025, Plaintiffs served a Subpoenas Duces Tecum and Ad Testificandum Directed to Guggenheim Partners Inc. and Guggenheim Capital LLC (Trans. ID 76290610).

EE. On June 4, 2025, Plaintiffs took the deposition of Defendant Nancy Tellem.

FF. On June 10, 2025, Defendants took the deposition of Plaintiff Terry Jandreau.

GG. On June 11, 2025, following a mediator's recommendation, the Parties and the Company agreed in principle to resolve the Action.

HH. This Stipulation (together with the Exhibits hereto) has been duly executed by the undersigned signatories on behalf of their respective clients and reflects the final and binding agreement between the Parties.

Plaintiffs' Claims and the Benefits of the Settlement

II. Plaintiffs and Plaintiffs' Counsel continue to 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 those substantial benefits, Plaintiffs and Plaintiffs' 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, particularly with

respect to obtaining evidence from Polestar in Sweden; (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 Plaintiffs and Plaintiffs' 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 set forth herein. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiffs of any infirmity in the claims asserted in the Action.

Defendants' Denial of Wrongdoing and Liability

JJ. Defendants deny any and all allegations of fault, breach of duty, liability, wrongdoing, or damages whatsoever alleged in connection with the Action, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to GGI stockholders, that Defendants have aided and abetted any breach of any duty owed to GGI stockholders, that the Merger was not entirely fair to, or in the best interests of, GGI stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiffs and/or the Class, and/or that Defendants were unjustly enriched in the Merger. Defendants maintain that their conduct was at all times proper, in the best interests of GGI and its stockholders, and in

compliance with applicable law. Defendants also deny that GGI's stockholders were harmed by any conduct of Defendants that was alleged, or that could have been alleged, in the Action. Each of the Defendants asserts that, at all relevant times, such Defendant acted in good faith and in a manner consistent with their legal duties. The Defendants further assert that, at all relevant times, they acted in a manner believed to be in the best interests of GGI and all of its stockholders.

KK. Nevertheless, Defendants and the Company have determined to enter into the Settlement on the terms and conditions set forth in this Stipulation solely to put the Released Plaintiffs' Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages.

LL. 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. Neither the Stipulation, the Settlement, or the negotiations leading to the execution of the Stipulation or the Settlement, or any proceedings taken pursuant to or in connection with the Stipulation and/or approval of the Settlement shall be deemed or argued to be evidence of, or to constitute any presumption, admission, or concession by any Defendant, the Company, or any of the other Released Defendants Parties, 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 proceeding, (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any other proceeding, or (iv) any wrongdoing, fault, or liability, or of any damages whatsoever, of any kind by any of them, which each of them expressly denies.

MM. Plaintiffs, for themselves and on behalf of the Class, and Defendants, agree that the Settlement is intended to and will resolve the Released Plaintiffs' Claims against the Released Defendants Parties.

NN. The Parties recognize that the Action has been filed and prosecuted by Plaintiffs in good faith and defended by Defendants in good faith and further that the Settlement Payments, and the other terms of the Settlement as set forth herein, were negotiated at arm's-length, in good faith, and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel.

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by and among the Parties and the Company, subject to the approval of the Court pursuant to Court of Chancery Rule 23, that the Action shall be fully and finally compromised, settled, and dismissed with prejudice, and that, for the good and valuable consideration set forth herein, (i) all Released Plaintiffs' Claims shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Defendants Parties, and (ii) all

Released Defendants' Claims shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Plaintiffs Parties, upon and subject to the following terms and conditions of the Settlement.

A. DEFINITIONS

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms used in this Stipulation and its Exhibits shall have the meanings specified below:

a. "Authorized Claimant" means any Class Member whose claim for recovery has been allowed pursuant to the terms of this Stipulation.

b. "Class" means a non-opt-out class for settlement purposes only and pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), consisting of all record and beneficial holders of GGI Class A Common Stock (including, for the avoidance of doubt, any shares of GGI Class A Common Stock held as part of a Public Unit) who purchased, acquired, or held such securities at any time during the Class Period, but excluding the Excluded Persons.

c. "Class Member" means a Person who is a member of the Class.

d. “Class Period” means the period from September 27, 2021, the date of the announcement of the Merger, through and including June 23, 2022, the date of the Closing.

e. “Defendants’ Counsel” means Weil, Gotshal & Manges LLP and Ross, Aronstam & Moritz LLP.

f. “DTC” means the Depository Trust & Clearing Corporation, including its subsidiary, the Depository Trust Company.

g. “DTC Participants” means all DTC participants that held GGI Class A Common Stock immediately after the Redemption Deadline.

h. “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 15 of this Stipulation have been met and have occurred or have been waived in writing.

i. “Eligible Shares” means those shares of GGI Class A Common Stock owned by Class Members immediately after the Redemption Deadline that were not submitted for redemption in connection with the Merger.

j. “Escrow Account” means the bank account that is maintained by the Escrow Agent and into which the Settlement Amount shall be deposited and wherein the Settlement Fund will be held.

k. “Escrow Agent” means the agent or agents who shall be chosen by Plaintiffs’ Counsel to administer the Escrow Account.

1. “Excluded Persons” means (i) Defendants; (ii) members of the Immediate Family of any Defendant, as applicable; (iii) any parent, subsidiary, or affiliate of Defendants, as applicable; (iv) any entity in which any Defendant or any other Excluded Person, or group of Excluded Persons, has, or had as of the Closing, a controlling interest; and (v) the legal representatives, agents, affiliates, heirs, estates, successors, or assigns of any such Excluded Persons.

m. “Exhibits” means the exhibits attached hereto.

n. “FDIC” means the Federal Deposit Insurance Corporation.

o. “Fee and Expense Award” means an award to Plaintiffs’ Counsel of attorneys’ fees and expenses to be paid exclusively from the Settlement Fund, as approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys’ fees and any other expenses or charges that have been, could be, or could have been asserted by Plaintiffs’ Counsel or any other counsel, or any Class Member in connection with the Released Plaintiffs’ Claims and the Settlement.

p. “Federal Securities Action” means the action captioned *Rodriguez et al. v. Gores Guggenheim Inc. n/k/a/ Polestar Automotive Holding UK PLC et al.*, No. 2:25-cv-05403, filed in the United States District Court for the District of New Jersey on May 23, 2025.

q. “Final” when referring to any judgment or order entered by the Court, means that one of the following has occurred: (i) the time for the filing or noticing of any motion for reconsideration, reargument, appeal, or review of the judgment or order has expired without any such filing or notice; or (ii) the judgment or order has been affirmed in all material respects on an appeal or after reconsideration or other review and is no longer subject to review upon appeal, reconsideration, or other review, and the time for any petition for reconsideration, reargument, appeal, or review of such judgment or order (or any order affirming it) has expired; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of attorneys’ fees and expenses or the Plan of Allocation, or any other plan of allocation, in this Action shall have no effect on finality for purposes of determining the date on which the Order and Final Judgment becomes Final, and shall not prevent, limit, or otherwise affect the Order and Final Judgment.

r. “Immediate Family” means an individual’s spouse, parents, siblings, or children, and includes step and adoptive relationships. As used in this Paragraph, “spouse” shall mean a husband, wife, or partner in a state-recognized domestic relationship or civil union.

s. “Initial Settlement Amount” means the sum of one million dollars and zero cents United States dollars (\$1,000,000.00) in cash.

t. “Initial Settlement Payment” means the payment of the Initial Settlement Amount.

u. “Insurance Carriers” means each and every insurance company underwriting GGI’s D&O insurance policies for the policy period from September 27, 2021 to June 23, 2022, as amended.

v. “Net Settlement Fund” means the balance remaining in the Settlement Fund after the payment of (i) any Taxes or 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.

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

x. “Notice and Administration Costs” means the reasonable costs, fees, and expenses associated with the administration or disbursement of the Settlement Fund, including, without limitation, calculating payments to Authorized Claimants or resolving any dispute relating thereto, or any other cost, fee, or expense otherwise incurred in providing notice of the Settlement to the Class, locating Class Members, distributing the Net Settlement Fund, paying escrow taxes, fees and costs, if any, and otherwise administering or carrying out the terms of the Settlement. Such costs and expenses shall include, without limitation, the actual costs of printing and

mailing the Notice Package, publishing the Summary Notice, reimbursements to brokers and nominees for forwarding the Notice to their eligible 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.

y. “Notice Package” means the Notice, including the Plan of Allocation, and the Proof of Claim Form.

z. “Order and Final Judgment” means the Order and Final Judgment to be entered in the Action, substantially in the form attached hereto as **Exhibit D**, or as modified by agreement of the Parties in writing.

aa. “Person” means any natural person, individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, affiliate, joint stock company, investment fund, estate, legal representative, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

bb. “Plaintiffs’ Counsel” means Grant & Eisenhofer P.A., Robbins LLP, and Robbins Geller Rudman & Dowd LLP.

cc. “Plan of Allocation” means the manner in which the Net Settlement Fund will be distributed, substantially in the form set forth in the Notice (**Exhibit B** hereto) or as otherwise modified by order of the Court.

dd. “Proof of Claim Form” means the Proof of Claim Form, substantially in the form attached hereto as **Exhibit B-1**.

ee. “Released Claims” or “Releases” means the Released Defendants’ Claims and the Released Plaintiffs’ Claims, collectively or individually.

ff. “Released Defendants Parties” means Defendants, the Company, and Legacy Polestar, as well as any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, committees, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, Immediate Family members, beneficiaries, estates, administrators, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, insurers, and reinsurers, and any entity under their control.

gg. “Released Defendants’ Claims” means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, or foreign law, whether

based in contract, tort, statute, law, equity, or otherwise, that Defendants ever had, now have, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity that, in full or in part, concern, relate to, arise out of, or are in any way connected to the institution, prosecution, or settlement of the claims and allegations against Defendants in the Action. For the avoidance of doubt, Released Defendants' Claims shall not include the right to enforce this Stipulation or the Settlement.

hh. "Released Parties" means the Released Plaintiffs Parties and the Released Defendants Parties, collectively or individually.

ii. "Released Plaintiffs' Claims" means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, local, statutory, regulatory, foreign, or other law or rule, whether based in contract, tort, statute, law, equity, or otherwise (including, but not limited to, federal and state securities laws), that Plaintiffs or any other Class Member, individually or on behalf of the Class, (i) asserted in the Action or (ii) could have alleged, asserted, set forth, or claimed in the Action or in any other forum, including any state or federal court, that (a) in full or in part, concern, relate

to, arise out of, or are in any way connected to the claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act alleged, set forth, referred to, or involved in the Action, and (b) arise out of, are based upon, relate to, or concern the rights of, duties owed to, and/or ownership of GGI Class A Common Stock during the Class Period, including, but not limited to, any claims related to (1) the Merger, (2) the Proxy, (3) any other disclosures relating to or concerning the Merger or the Company, (4) the alleged impairment of GGI stockholders' redemption rights, or (5) the control or participation of any of Released Defendants Parties with respect to any of the foregoing. For the avoidance of doubt, Released Plaintiffs' Claims shall not include the right to enforce this Stipulation, the Settlement, or any final Judgment in this Action, nor do Released Plaintiffs' Claims release any actual or potential claims held by the Company.

jj. “Released Plaintiffs Parties” means Plaintiffs, each and every Class Member, and Plaintiffs' Counsel, as well as any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, committees, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives,

Immediate Family members, beneficiaries, estates, administrators, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, insurers, and reinsurers, and any entity under their control.

kk. “Remaining Settlement Amount” means the sum of twenty-four million dollars and zero cents United States Dollars (\$24,000,000.00) in cash.

ll. “Remaining Settlement Payment” means the payment of the Remaining Settlement Amount.

mm. “Scheduling Order” means the scheduling order to be entered by the Court pursuant to Court of Chancery Rule 23, substantially in the form attached hereto as **Exhibit A**.

nn. “Securities Transfer Records” means records maintained by DTC identifying the DTC Participants for all Authorized Claimants as of the Redemption Deadline.

oo. “Settlement Administrator” means the class action settlement administrator, if any, selected by Plaintiffs’ Counsel in connection with the Settlement.

pp. “Settlement Amount” means the sum of the Initial Settlement Amount and the Remaining Settlement Amount, i.e. twenty-five million United States Dollars (\$25,000,000.00) in cash.

qq. “Settlement Fund” means the Settlement Amount plus any interest that may accrue on that sum after it is deposited in the Escrow Account.

rr. “Settlement Hearing” means the hearing to be held by the Court under Court of Chancery Rule 23 to consider, among other things: (i) 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) whether Plaintiffs and Plaintiffs’ Counsel have adequately represented the Class, and whether Plaintiffs should be finally appointed as Class representatives for the Class and Plaintiffs’ Counsel should be finally appointed as counsel for the Class; (iii) whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iv) whether the Action should be dismissed with prejudice and the Releases provided under this Stipulation should be granted; (v) whether the Order and Final Judgment approving the Settlement should be entered; (vi) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vii) whether and in what amount any Fee and Expense Award should be paid to Plaintiffs’ Counsel out of the Settlement Fund; (viii) any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs’ Counsel’s application for a Fee and Expense Award; and (ix) any other matters that may properly be brought before the Court in connection with the Settlement.

ss. “Settlement Payments” means the Initial Settlement Payment and the Remaining Settlement Payment.

tt. “Summary Notice” means the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, 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.

uu. “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).

vv. “Tax Expenses” means reasonable 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).

ww. “Termination Notice” means written notice of a Party’s election of their right to terminate the Settlement as provided in this Stipulation.

xx. “Unknown Claims” means (i) any Released Plaintiffs’ Claims that any Plaintiff or any other Class Member does not know or suspect to exist in their favor at the time of the release of Released Defendants Parties, and (ii) any Released Defendants’ 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 Plaintiffs Parties, including, in both (i) and (ii), 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 and the Company stipulate and agree that, upon the occurrence of the Effective Date, the Parties and the Company shall 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 and the Company 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, the Company, 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 and the Company acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definitions of “Released Plaintiffs’ Claims” and “Released Defendants’ Claims” was separately bargained for and was a material element of the Settlement and was relied upon by each and all of Plaintiffs, Defendants, and the Company in entering into this Stipulation.

B. SETTLEMENT CONSIDERATION

2. In consideration for the full and final release, settlement, dismissal, and discharge of any and all of the Released Claims against the Released Parties, the Parties and the Company have agreed to the following consideration:

a. The Settlement Payments

The Settlement Amount shall be paid as follows:

i. The Company shall pay, or Defendants and/or the Company shall cause the Insurance Carriers to pay, the Initial Settlement

Amount into the Escrow Account within ten (10) calendar days after the later of: (i) the Court's entry of the Scheduling Order; or (ii) Plaintiffs' Counsel's delivery to Defendants' Counsel of complete payment instructions, including a signed IRS Form W-9 reflecting a valid taxpayer identification number for the Escrow Account, telephone and email contact information of a person with knowledge who orally can confirm the wiring instructions, and a physical address for the designated recipient of the payment, and any other information reasonably requested to effectuate payment into the Escrow Account.

ii. The Company shall pay, or Defendants and/or the Company shall cause the Insurance Carriers to pay, the Remaining Settlement Amount into the Escrow Account within fifteen (15) business days of the later of: (i) the Court entering the Order and Final Judgment; and (ii) receipt by Defendants' Counsel of complete payment instructions, including a W-9, telephone and email contact information of a person with knowledge who orally can confirm the wiring instructions, and a physical address for the designated recipient of the payment.

iii. Both the Initial Settlement Payment and the Remaining Settlement Payment shall be made by wire transfer into the Escrow Account; payment shall not be made by check.

iv. Other than Defendants' and the Company's obligation to pay or cause the payment of the Settlement Amount in accordance with the terms of this Paragraph 2, Defendants, the Company, or any other of Released Defendants' Parties shall have no obligation whatsoever with respect to any payments into the Escrow Account or to Plaintiffs, Plaintiffs' Counsel, the Class, any Class Member, or any other Person, under this Stipulation or as part of the Settlement. Defendants and any other of Released Defendants' Parties (except for the Company and/or the Insurance Carriers or their successors-in-interest) shall bear no personal responsibility for any payment in connection with this Stipulation or the Settlement.

v. All funds held in the Escrow Account shall be deemed and considered to be in custodia legis of the Court and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed pursuant to this Stipulation and/or further order(s) of the Court.

vi. The Settlement Fund shall be administered by the Settlement Administrator and the Escrow Agent and shall be used: (i) to pay all Notice and Administration Costs; (ii) to pay any Fee and Expense Award; (iii) to pay any Taxes and Tax Expenses; and (iv) following the payment of (i), (ii), and (iii) herein, for subsequent disbursement of the Net Settlement

Fund to the Authorized Claimants as provided in Section I herein and the Plan of Allocation as approved by the Court.

vii. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiffs' Counsel may pay from the Settlement Fund, without further approval from Defendants or the Company and/or order of the Court, all reasonable costs and expenses actually incurred in connection with Notice and Administration Costs up to the sum of \$500,000, which shall include the costs of disseminating the Notice Package. Before the Effective Date, all such Notice and Administration Costs in excess of \$500,000 may be paid from the Settlement Fund only with prior approval of the Court. In the event that the Settlement does not become Final, Notice and Administration Costs paid out of the Settlement Fund or actually incurred as of such date shall not be returned or repaid to any person or entity who or which funded the Settlement Fund. After the Effective Date, Notice and Administration Costs may be paid as incurred, without approval of Defendants or further order of the Court.

viii. For the avoidance of doubt: (i) no Released Plaintiffs Party shall seek any monetary relief as a condition of the Settlement other than payment of the Settlement Amount in accordance with Paragraph 2(a), and (ii) the Released Defendants Parties shall have no liability or responsibility

whatsoever in connection with the Settlement, the Settlement Fund, the investment or distribution of the Settlement Fund, the Net Settlement Fund, the administration or calculation of any payment from the Net Settlement Fund, the Plan of Allocation, Notice and Administration Costs, Taxes, Tax Expenses, acts or omissions of the Settlement Administrator or the Escrow Agent, or the Action, except as specifically set forth herein.

3. If the Settlement Amount is not paid in a timely manner in accordance with Paragraph 2(a) above, Plaintiffs may exercise their right to terminate the Settlement under Paragraph 45 below.

C. SCOPE OF THE SETTLEMENT

4. Upon entry of the Order and Final Judgment, the Action shall be dismissed in its entirety and with prejudice. Plaintiffs, Defendants, and the Company shall each bear their own fees, costs, and expenses, except as expressly provided in this Stipulation; provided, however, that nothing herein shall affect Defendants' rights to, and claims for, advancement or indemnity of their legal fees, costs, and expenses in connection with the Action, the Settlement, or any of Released Plaintiffs' Claims, or any claims that Defendants and/or the Company may have against their respective insurers, co-insurers, or reinsurers, including, but not limited to, the Insurance Carriers.

5. Upon the Effective Date, Released Plaintiffs Parties shall have fully, finally, and forever released, settled, and discharged Released Defendants Parties from and with respect to every one of Released Plaintiffs' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Released Plaintiffs' Claims against any of Released Defendants Parties.

6. Upon the Effective Date, Released Defendants Parties shall have fully, finally, and forever released, settled, and discharged Released Plaintiffs Parties from and with respect to every one of Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Released Defendants' Claims against any of Released Plaintiffs Parties.

D. CLASS CERTIFICATION

7. Solely for the purposes of the Settlement and for no other purpose, the Parties and the Company agree to: (a) certification of the Class as a non-opt-out class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (b) appointment of Plaintiffs as Class representatives for the Class; and (c) appointment of Plaintiffs' Counsel as counsel for the Class.

8. The certification of the Class shall be binding only with respect to the Settlement and this Stipulation. In the event that the Settlement or this Stipulation

is terminated pursuant to its terms or the Effective Date 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.

E. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

9. As soon as practicable after this Stipulation has been executed, the Parties shall jointly submit this Stipulation, together with its 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**.

10. The Parties, the Company, and their respective attorneys agree to cooperate fully with one another and to use their individual and collective best efforts to (i) obtain Court approval of the Settlement as soon as practicable and 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 in this Stipulation and the dismissal of the Action with prejudice; (ii) cooperate fully with one another in seeking the Court's approval of the Settlement and this Stipulation; and (iii) consummate the Settlement.

F. STAY PENDING COURT APPROVAL

11. If the Settlement embodied in this Stipulation is approved by the Court, the Parties shall request that the Court enter the Order and Final Judgment, substantially in the form attached hereto as **Exhibit D**.

12. The Parties and the Company hereby agree to stay the proceedings in the Action, to file no further actions against the Released Parties asserting any Released Claims, and to stay and not to initiate any and all other proceedings against each other than those incident to and in furtherance of the Settlement itself, pending the occurrence of the Effective Date. The Parties' (and any third-parties') respective deadlines to respond to any filed or served pleadings, motions, or discovery requests are extended indefinitely. Any Party may inform the recipient of any subpoenas issued in connection with the Action (regardless of which Party issued the subpoena) that the proceedings in the Action are stayed pending approval of the Settlement and entry of the Order and Final Judgment.

13. The Parties and the Company agree to use their best efforts to cooperate to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of, any Class Member, in any proceedings which challenge the Settlement. Furthermore, Plaintiffs agree not to take any position with respect to efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of, any Class Member, in any other proceedings against any of Defendants, the

Company, or any other of Released Defendants Parties that challenge the Settlement or otherwise assert or involve, directly or indirectly, any of the Released Plaintiffs' Claims against any of Released Defendants Parties; at this time, the only such proceeding the Parties are aware of is the Federal Securities Action.

14. Notwithstanding Paragraphs 12 and 13 above, nothing herein shall in any way impair or restrict the rights of any Party or the Company to defend this Stipulation or the Settlement or to otherwise respond in the event any Person objects to this Stipulation, the Settlement, the Order and Final Judgment, the Fee and Expense Award, or the Plan of Allocation.

G. CONDITIONS OF SETTLEMENT

15. 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 Parties and the Company shall use their best efforts to achieve:

- a. the payment in full of the Settlement Amount into the Escrow Account in accordance with Paragraph 2(a) above;
- b. the Court's certification of the Class as a non-opt-out settlement class;
- c. the Court's entry of the Order and Final Judgment, including the Releases in the form set out in this Stipulation and the dismissal with prejudice of

the Action without the award of any damages, costs, or fees and expenses, except as provided for in this Stipulation; and

d. the Order and Final Judgment becoming Final.

16. Upon the occurrence of the Effective Date, any and all remaining interest or right in the Settlement Fund of Defendants, the Company, or any other of Released Defendants Parties shall be absolutely and forever extinguished, and the Releases provided under this Stipulation shall be effective.

H. ATTORNEY'S FEES AND EXPENSES

17. Plaintiffs' Counsel intends to petition the Court for a Fee and Expense Award, which application will be wholly inclusive of any request for attorneys' fees and expenses on behalf of any Class Member or their counsel in connection with the Settlement and may also include a provision for a representative-party award to each of the named Plaintiffs not to exceed \$7,500, payable out of any Fee and Expense Award. The Parties and the Company 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. Plaintiffs' Counsel's application for a Fee and Expense Award, including any service award to any named Plaintiff, is not the subject of any agreement among the Parties and the Company except as set forth in this Stipulation.

18. The Fee and Expense Award shall be paid from the Settlement Fund to Plaintiffs' Counsel immediately upon award by the Court and payment of the Remaining Settlement Amount into the Escrow Account in accordance with Paragraph 2(a) above, 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 Plaintiffs' Counsel's and any named Plaintiff'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 in any respect and such order reducing or reversing the award has become Final. Plaintiffs' Counsel and any named Plaintiff shall make the appropriate refund or repayment in full, including, for the avoidance of doubt, any Plaintiff representative-party award, no later than fifteen (15) business days after: (a) receiving from Defendants' Counsel a Termination Notice pursuant to the terms of this Stipulation; or (b) any order disapproving, reducing, reversing, or otherwise modifying the Fee and Expense Award has become Final.

19. This Stipulation, the Settlement, the Order and Final Judgment, and whether the Order and Final Judgment becomes Final, are not conditioned upon the

approval of any 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 approval of this Stipulation and the proposed Settlement. Any disapproval or modification of the Fee and Expense Award by the Court or on appeal shall not (a) affect or delay the enforceability of this Stipulation or the Settlement, (b) provide any Party or the Company the right to terminate the Settlement, (c) affect or delay the binding effect or finality of the Order and Final Judgment or the release of the Released Claims against the Released Parties, or (d) prevent the occurrence of the Effective Date.

20. Plaintiffs' Counsel warrants that no portion of any Fee and Expense Award shall be paid to Plaintiffs or any Class Member, except as may be approved by the Court, including but not limited to Plaintiffs' representative-party awards.

21. Plaintiffs' Counsel shall be responsible for allocating and paying any portion of the Fee and Expense Award to any Person claiming an interest in any such Fee and Expense Award. Defendants, the Company, and any other of Released Defendants Parties shall not have liability to any Plaintiff, Class Member, or counsel for any Class Member for any claimed attorneys' fees, expenses, or representative-party awards in connection with the Action or the Settlement. The Fee and Expense Award shall be payable solely from the Settlement Fund.

I. THE SETTLEMENT FUND

22. The Settlement Fund shall be used to pay: (a) any Taxes or Tax Expenses; (b) any Administration Costs or Notice Costs; (c) any Fee and Expense Award awarded by the Court; and (d) any other costs or fees approved by the Court. The Net Settlement Fund shall be distributed pursuant to the Plan of Allocation approved by the Court.

23. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to 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 to Authorized Claimants or returned to the Company and/or the Insurance Carriers pursuant to the terms of this Stipulation and/or further order of the Court.

24. The Escrow Agent shall invest the Settlement Fund, deposited pursuant to Paragraph 2 above, in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or in money funds holding only instruments backed by the full faith and credit of the United States Government, and shall reinvest the proceeds of these instruments at their then-current market rates. 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. The Settlement Fund shall bear all risks related to investment of the Settlement Amount.

25. The Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, and Plaintiffs’ Counsel, as administrator 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. Upon written request, the Company shall provide to Plaintiffs’ Counsel the statement described in Treasury Regulation § 1.468B-3(e). Plaintiffs’ 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. Plaintiffs’ Counsel, as administrator 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.

26. All Taxes and Tax Expenses shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Plaintiffs' 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. Defendants, the Company, and any other of Released Defendants Parties shall have no responsibility or liability for any such Taxes or Tax Expenses or the acts or omissions of Plaintiffs' Counsel or its agents with respect to the payment of Taxes or Tax Expenses, as described herein.

27. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, none of Defendants, the Company, the Insurance Carriers, any other of Released Defendants Parties, or any other 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, including the inability to locate Class Members or the failure of the recipients of the Settlement Payment to deposit settlement funds distributed by the Settlement Administrator.

J. NOTICE TO CLASS MEMBERS

28. In accordance with the Scheduling Order, the Settlement Administrator shall mail, or cause to be mailed, by first class U.S. mail, postage prepaid, or other

mail service if mailed outside the United States, the Notice Package, including the Notice with the Plan of Allocation, attached hereto as **Exhibit B**, and the Proof of Claim Form, attached hereto as **Exhibit B-1**, to each Class Member at their last known address appearing in the Securities Transfer Records. All record holders of stock who hold such stock on behalf of beneficial owners and who receive the Notice Package shall be requested to forward the Notice Package promptly to such beneficial owners.

29. In accordance with the Scheduling Order, Plaintiffs' Counsel or the Settlement Administrator shall also cause the Summary Notice to be published over the PR Newswire.

30. The proposed Notice to be mailed to Class Members in accordance with the Scheduling Order apprises Class Members of (among other disclosures) the nature of the Action, the definition of the Class, the claims and issues in the Action, the claims that will be released in the Settlement, Class Members' right to object to the Settlement and the process for lodging an objection, the process for submitting a claim, and the plan and process for allocating and distributing the Net Settlement Fund.

31. The Parties further agree that the Notice Package, as approved by the Court, and other relevant documents will be posted online by the Settlement Administrator in accordance with the Scheduling Order.

32. Subject to the approval of the Court, Plaintiffs shall retain the Settlement Administrator to provide all notices approved by the Court to Class Members, to establish and maintain the Settlement website, to oversee the administration of the Settlement, and to distribute the Net Settlement Fund.

33. Any and all Notice and Administration Costs 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 Defendants, Plaintiffs, the Company, the Insurance Carriers, any other of Released Defendants Parties, or any of their attorneys have any liability or responsibility for the Notice and Administration Costs. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs actually paid or incurred up to the date of termination shall not be returned or repaid to the Company and/or the Insurance Carriers.

K. DISTRIBUTION OF THE SETTLEMENT FUND

34. Plaintiffs' Counsel shall retain the Settlement Administrator to provide notice of the Settlement to the Class and for the disbursement of the Net Settlement Fund to Authorized Claimants as set forth in the Plan of Allocation, included in **Exhibit B** attached hereto. Defendants, the Company, and any other of Released Defendants' Parties shall not have any involvement in or any responsibility,

authority, or liability whatsoever for the selection of the Settlement Administrator, the giving of Notice to the Class, or the disbursement of the Net Settlement Fund to Authorized Claimants.

35. For purposes of distributing the Net Settlement Fund to Authorized Claimants, the Company, at no cost to the Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, shall, within ten (10) business days after the Court's entry of the Scheduling Order, provide, or cause to be provided, to Plaintiffs' Counsel or the Settlement Administrator in an electronically searchable form, such as Microsoft Excel: (i) the Securities Transfer Records and securities position and allocation report, "chill" report, or such other report generated by DTC providing for each relevant DTC Participant on the Redemption Deadline, the participant's "DTC number," the relevant number of shares of GGI Class A Common Stock held as of the Redemption Deadline, and the address or other contact information used to communicate with the appropriate representatives of each such DTC Participant; and (ii) the Securities Transfer Records for Redeeming Stockholders.

36. In addition to the information to be provided under Paragraph 35 above, the Company, at the request of Plaintiffs and/or Plaintiffs' Counsel, and at no cost to the Settlement Fund, Plaintiffs, Plaintiffs' Counsel, or the Settlement Administrator, shall make reasonable efforts to promptly provide such additional information as may be required to distribute the Net Settlement Fund to Authorized

Claimants and to ensure that the Net Settlement Fund is paid only to Authorized Claimants and as to Eligible Shares, and not to Excluded Persons, including, without limitation, using reasonable efforts to obtain suppression letters from Excluded Persons who are Defendants and/or the brokers of such Excluded Persons if requested to do so by the DTC.

37. Excluded Persons 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, under any theory, including, but not limited to, contract, application of statutory or judicial law, or equity. To the extent any Excluded Person receives a portion of the Settlement Fund, it must promptly return it.

38. The Net Settlement Fund shall be allocated and distributed to Authorized Claimants in accordance with the Plan of Allocation, set forth in detail in **Exhibit B** hereto, which is subject to approval by the Court.

39. If there is any balance remaining in the Net Settlement Fund within a reasonable amount of time after distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, amounts returned by Excluded Persons who erroneously receive settlement payments, or otherwise), the Settlement Administrator shall, if feasible, after consulting with Plaintiffs' Counsel, without

further Order of the Court, distribute such balance among the Settlement Payment recipients who received and deposited the initial distribution, in the same manner as the initial distribution. If the cost of making such a further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, Plaintiffs' Counsel may seek leave of the Court to instruct the Settlement Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated Taxes, Tax Expenses, and other Administrative Costs and expenses, to the Delaware Combined Campaign for Justice. Neither the Defendants, the Company, the Insurance Carriers, nor any other of Released Defendants Parties shall have any reversionary interest in the Net Settlement Fund.

40. Notwithstanding anything to the contrary in this Stipulation, the Plan of Allocation is not a necessary term of the Settlement or this Stipulation, and it is not a condition of the Settlement or this Stipulation that any particular plan of allocation be approved by the Court. Plaintiffs and Plaintiffs' Counsel may not cancel or terminate the Settlement (or this Stipulation) based on the Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in connection with the Settlement. Defendants, the Company, and any other of Released Defendants Parties shall not have any involvement with, or liability for, executing any Court-approved Plan of Allocation.

41. The Net Settlement Fund shall be distributed to Authorized Claimants only after the Effective Date of the Settlement and after all Notice and Administration Costs, all Taxes, all Tax Expenses, and any Fee and Expense Award have been paid from the Settlement Fund or reserved.

42. Payment pursuant to the Plan of Allocation or other such plan of allocation as may be approved by the Court shall be final and conclusive against all Class Members. Defendants, the Company, and any other Released Defendants Parties, as well as each of 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.

43. All proceedings with respect to the administration of the Settlement and distribution pursuant to the Plan of Allocation shall be subject to the exclusive jurisdiction of the Court.

44. Except as otherwise ordered by the Court, all Class Members who fail to timely submit a Proof of Claim Form within the period provided for in the Notice, or such other period as may be ordered by the Court, shall be forever barred from

receiving any payments pursuant to the Stipulation and the Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the Releases contained herein, and the Order and Final Judgment. Notwithstanding the foregoing, Plaintiffs' Counsel shall have the discretion (but not the obligation) to accept for processing late-submitted claims so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, or the Settlement Administrator by reason of the exercise or non-exercise of such discretion.

L. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION

45. Plaintiffs and Defendants (as a Defendant group that unanimously agrees amongst themselves) shall each have the right to terminate the Settlement and this Stipulation by providing a Termination Notice to the other parties to this Stipulation within thirty (30) calendar days of: (a) the Court's declining to enter the Scheduling Order in any material respect and such refusal decision has become Final; (b) the Court's refusal to approve this Stipulation, the Settlement, or any part of it that materially affects any Party's or the Company's rights or obligations hereunder and such refusal decision has become Final; (c) the Court's declining to enter the Order and Final Judgment in any material respect and such refusal decision has become Final; or (d) the date upon which the Order and Final Judgment is

modified or reversed in any material respect by an appellate court and such appellate decision has become Final. In addition to the foregoing, Plaintiffs shall have the unilateral right to terminate the Settlement and this Stipulation, by providing a Termination Notice within thirty (30) calendar days of any failure of the Company and/or the Insurance Carriers to pay the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with Paragraph 2(a) of this Stipulation. For the avoidance of doubt, the Parties stipulate and agree that any change to the scope or substance of the Releases provided for in this Stipulation and the Settlement would constitute a material change that gives rise to each of the Parties' rights to terminate this Stipulation and the Settlement in accordance with this Paragraph 45. Neither a modification or rejection of any Fee and Expense Award nor a reversal on appeal of any Fee and Expense Award awarded by the Court or any order modifying or rejecting the Plan of Allocation shall be deemed a material modification of the Order and Final Judgment or this Stipulation.

46. In the event that the Settlement is terminated pursuant to the terms of Paragraph 45 of this Stipulation or the Effective Date otherwise fails to occur for any other reason, then (a) the Settlement and this Stipulation (other than this Paragraph 46 and Paragraphs 8, 18, 26, 47, 69, and 70 of this Stipulation) shall be canceled and terminated; (b) 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*;

(c) the Releases provided under the Settlement shall be null and void; (d) the fact of, and negotiations and other discussions leading to, the Settlement shall not be admissible in any proceeding before any court or tribunal; (e) all proceedings in the Action shall revert to their status as of immediately prior to the agreement in principle reached on June 11, 2025, and no materials created by or received from any Party or the Company that were used in, obtained during, or related to the Settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing Person, 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; (f) the Parties shall promptly meet and confer and jointly petition the Court for a revised case scheduling order; (g) the Parties shall proceed in all respects as if the Settlement and this Stipulation (other than this Paragraph) had not been entered into by the Parties; and (h) within fifteen (15) calendar days after joint written notification of termination is sent by the Parties' respective counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and any other change in value as a result of the investment of all or any portion of the Settlement Fund, and any funds received by Plaintiffs' Counsel consistent with Paragraph 18 of this Stipulation), less any Notice Costs 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(a) above in such amounts as directed by Defendants' Counsel. In the event that the funds received by Plaintiffs' Counsel pursuant to Paragraph 18 of this Stipulation above have not been refunded to the Settlement Fund within the fifteen (15) 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(a) above in such amount as directed by Defendants' Counsel consistent with Paragraph 18 of this Stipulation.

M. NO ADMISSION OF LIABILITY

47. 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, the Company, or any other of Released Defendants Parties 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 other 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 Complaint would not have

exceeded the Settlement Amount. The provisions in this Paragraph 47 shall remain in force in the event that this Stipulation or the Settlement is terminated for any reason whatsoever.

48. The Released Parties may file this Stipulation and/or the Order and Final 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 litigation.

N. MISCELLANEOUS PROVISIONS

49. The Company warrants that, as to the payments made or to be made on behalf of the Company pursuant to the Settlement and this Stipulation, at the time of entering into this Stipulation and at the time of such payment, to the best of its knowledge, the Company is not insolvent, nor will the payment required to be made on behalf of the Company render the Company insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof.

50. Each Party represents and warrants that the Party has made such investigation of the facts pertaining to the Settlement provided for in this Stipulation,

and all of the matters pertaining thereto, and has been advised by counsel, as the Party deems necessary and advisable.

51. In the event of the entry of a Final order by a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof on behalf of the 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 Parties shall jointly move the Court to vacate and set aside the Releases given and the Order and Final Judgment entered pursuant to this Stipulation, in which event (i) the Releases and the Order and Final Judgment shall be null and void; (ii) the Parties shall be restored to their respective positions in the litigation as provided in Paragraph 46 of this Stipulation; (iii) Plaintiffs' Counsel shall refund the Fee and Expense Award consistent with Paragraph 18 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 to the Company and/or the Insurance Carriers as provided in this Stipulation.

52. The Parties, the Company, and their respective counsel agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required of this Stipulation, and to use best efforts

to promptly agree upon and execute all such other documentation as may be reasonably required to obtain Final approval by the Court of the Settlement.

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

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

55. This Stipulation may be executed in one or more counterparts by electronic signature, email, PDF, fax, or original signature by any of the signatories hereto and as so executed shall constitute one agreement. Any signature to this Stipulation by means of facsimile or other electronic means 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 original signed signature pages in order for this Stipulation to constitute a binding agreement.

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

57. If any deadline set forth in this Stipulation or the Exhibits thereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the next business day.

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

59. Plaintiffs represent and warrant that none of Released Plaintiffs' Claims have been assigned, encumbered, or in any manner transferred, in whole or in part.

60. 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 all of the Parties and the Company (or their successors-in-interest).

61. Any failure by any Party or the Company to insist upon the strict performance by any other Party or the Company of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Party or the Company, 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 Party or the Company. Waiver by any Party or the Company of any breach of this Stipulation by any other Party or the Company shall not be deemed a waiver of any other prior or subsequent breach of

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

62. This Stipulation is and shall be binding upon, and shall inure to the benefit of, the Parties and the Company (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, including, without limitation, any corporation or other entity with which any party hereto may merge, reorganize, or otherwise consolidate.

63. Notwithstanding the entry of the Order and Final Judgment, the Court shall retain jurisdiction with respect to the implementation, enforcement, and interpretation of the terms of this Stipulation and the Settlement, and all of the Parties and the Company 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 this Stipulation. For any such

action (but no other action) brought in the Court, each of the Parties and the Company (i) consents to personal jurisdiction, (ii) consents to service of process on such Party or the Company by email to its undersigned counsel, and (iii) waives any objection to venue in the Court and any claim that the Court is an inconvenient forum.

64. The construction and interpretation of this Stipulation, and any and all disputes arising out of or relating in any way to 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.

65. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in the Court.

66. Without further order of the Court, the Parties and the Company may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

67. Except as otherwise provided herein, each Party and the Company shall bear its own costs.

68. Whether or not this Stipulation is approved by the Court and whether or not the Settlement is consummated, or the Effective Date occurs, the Parties, the Company, and their respective counsel shall use their best efforts to keep all

negotiations, discussions, acts performed, drafts, and proceedings in connection with this Stipulation confidential.

69. All agreements made and orders entered during the course of this Action relating to the confidentiality of information, including, without limitation, the Confidentiality Order, shall survive the Settlement and entry of the Order and Final Judgment.

70. This Stipulation and the Exhibits (**Exhibit A:** [Proposed] Scheduling Order with Respect to Notice and Settlement Hearing; **Exhibit B:** Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear; **Exhibit B-1:** Proof of Claim Form; **Exhibit C:** Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear; and **Exhibit D:** [Proposed] Order and Final Judgment) constitute the entire agreement among the Parties with respect to the subject matter hereof. The Exhibits are incorporated by reference as if set forth herein verbatim, and the terms of all Exhibits are expressly made part of this Stipulation; provided, however, that if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit, the terms of this Stipulation shall prevail. No representations, warranties, or inducements have been made to or relied upon by any Party or the Company concerning this Stipulation or

its Exhibits, other than the representations, warranties, and covenants expressly set forth in this Stipulation or the Exhibits.

71. The Parties and the Company 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 Defendants, the Company, and any other of Released Defendants Parties with respect to Released Plaintiffs' Claims. Accordingly, Plaintiffs, Defendants, the Company, and their respective counsel agree not to assert in any forum that this Action was brought by Plaintiffs or defended by Defendants or the Company in bad faith or without a reasonable basis. Plaintiffs, Defendants, and the Company represent and agree that the terms of the Settlement reached between Plaintiffs, Defendants, and the Company, were negotiated at arm's-length and in good faith by Plaintiffs, Defendants, and the Company and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

72. While retaining their right to deny that the claims asserted in the Action were meritorious and to assert that Defendants and the Company deny wrongdoing as well as liability, Defendants and the Company and their respective 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, the Parties and the Company and their respective counsel shall not make any (i) disparaging statements about each other concerning or related to the Action or the allegations, transactions, acts, facts, events, matters, occurrences, representations, or omissions involved, set forth, alleged, or referred to in the Action; (ii) accusations of wrongful or actionable conduct by any Party or the Company concerning the prosecution, defense, and resolution of the Action; and (iii) shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

73. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by Plaintiffs, Defendants, the Company, or their respective 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, the Parties and the Company, through their undersigned counsel, have executed this Stipulation.

Dated: February 20, 2026

GRANT & EISENHOFER P.A.

/s/ Christine M. Mackintosh _____

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