



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

KARSAN VALUE FUNDS and)
ROBERT GRUTERS, For Themselves)
and on Behalf of all Others Similarly)
Situated,)
)
Plaintiffs,)
)
v.)
)
KOSTECKI BROKERAGE PTY LTD,)
MARIA ANASTAZIA KOSTECKI,)
and STEVEN MICHAEL KOSTECKI,)
)
Defendants.)

C.A. No. 2021-0899-LWW

**STIPULATION AND AGREEMENT OF COMPROMISE AND
SETTLEMENT BETWEEN PLAINTIFFS
AND DEFENDANTS**

This Stipulation and Agreement of Compromise and Settlement between Plaintiffs and Defendants (the “Stipulation”) is made and entered into as of December 11, 2023.¹ The parties to this Stipulation (each a “Settling Party” and, collectively, the “Settling Parties”), by and through their undersigned attorneys, have reached an agreement for the settlement of the Claims asserted against Kostecki Brokerage Pty Ltd., Maria Kostecki, and Steven Kostecki (the “Defendants”) in the above-captioned matter, filed in the Court of Chancery of the State of Delaware (the

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

“Court”), C.A. No. 2021-0899-LWW (the “Action”) on the terms set forth below (the “Settlement”) and subject to Court approval pursuant to Court of Chancery Rule 23. This Stipulation is intended to fully, finally, and forever resolve, discharge, and settle all of Plaintiffs’ Claims against Defendants and all of the Class’s Claims against the Defendants. The Settling Parties are: (i) Karsan Value Funds, Robert Gruters (“Plaintiffs”), on behalf of themselves and the Class (as defined herein); and (ii) the Defendants.

RECITALS

Summary of the Action

A. Alloy Steel International (“Alloy Steel” or the “Company”) is a small mining equipment and services company that operates in Western Australia, furnishing products primarily used in the iron ore mining industry. The Company was founded by Gene Kostecki in 2000 and made an Initial Public Offering in 2001 that raised \$310,000.

B. Since her husband’s death in 2013, Maria Kostecki has owned 65% of the outstanding shares of the Company’s common stock. In the spring of 2021, Maria and her son Steven Kostecki (the Company’s Chief Executive Officer) considered whether it was feasible to return the Company to private ownership. Ultimately, they decided to propose a going-private transaction, and did so by sending a letter to Alan Scott, a director, on May 18, 2021, proposing to acquire all

the outstanding shares of the Company's common stock for \$2.35 per share.

C. Alloy Steel's Board of Directors formed a special committee comprised of Alan Scott and a newly-appointed independent director, Richard Homsany (together, the "Special Committee") to consider the proposal from the Kosteckis.

D. As the Proxy Statement details, the Special Committee hired its own independent advisors (including counsel as well as financial advisors) and proceeded to negotiate with the Kosteckis during the following months to determine whether a transaction was feasible. After negotiations between the Special Committee and the Kosteckis, the Kosteckis increased their proposed price to \$2.55 per share, and told the Special Committee that they would not increase their offer above that amount. The Special Committee obtained advice from its counsel and financial advisors to evaluate the fairness of the price offered by the Kosteckis. After reviewing the financial analysis and obtaining a fairness opinion from its banker, the Special Committee determined that the Kosteckis' offer was fair to the unaffiliated stockholders.

E. The Special Committee recommended adoption of the negotiated merger agreement at a board meeting on July 26, 2021. This price represented a premium of approximately 11% to the closing market price of the Common Stock on July 26, 2021, the last trading day before the public announcement of the recommendation of the Merger Agreement, as well as a premium of approximately

13% to the volume-weighted one-month moving average as of that date.

F. Under the terms of the merger, the Company's stockholders, excluding the Kostecki family and its affiliated entities, would receive \$2.55 per share in cash, which implied a total enterprise value of the Company of approximately \$40.6 million (the "Merger"). As detailed in the Proxy Statement, stockholders who did not vote in favor of the adoption of the Merger agreement and who complied with all of the procedural requirements had appraisal rights under Delaware law.

G. The Company had 15,902,597 shares of Common Stock issued and outstanding at the time of the Merger, of which the Kosteckis beneficially owned 10,389,200 shares (consisting of 10,361,200 shares of Common Stock held by Maria Kostecki and 28,000 shares of Common Stock held by Steven Kostecki). Hence, 5,513,397 of the Company's shares were not held by the controlling stockholders.

H. Certain stockholders of the Company exercised their appraisal rights pursuant to Section 262 of the Delaware General Corporation Law (the "Appraisal Stockholders"). The Appraisal Stockholders held a total of 520,195 shares of Company stock at the time of the Merger, and ultimately resolved their appraisal claims with the Company for separate consideration. These Appraisal Stockholders are excluded from the Class as defined here. Accordingly, at the time of the Merger, there were approximately 4,993,202 Alloy Steel shares held by Class members, as defined here.

I. Plaintiffs filed a Verified Stockholder Class Action Complaint for Breach of Fiduciary Duty (the “Complaint”) on October 18, 2021, on behalf of themselves and those similarly situated in connection with the Merger (the “Action”). The Complaint alleged that the Defendants breached their fiduciary duties to the unaffiliated stockholders by conducting and consummating the Merger pursuant to an unfair process and for an unfair price.

J. Between March 2022 and October 2023, Plaintiffs and Defendants engaged in discovery, including preparing, serving, and responding to requests for production of documents and interrogatories, serving subpoenas on third parties, and engaging in various written and oral communications concerning the scope of document production. This process included the production and review of more than 53,000 pages of documents from Defendants and third parties, and the production and review of approximately 4,000 pages of documents produced by Plaintiffs. Plaintiffs took three depositions: 1) Sam Dahanayake (Alloy Steel’s CFO) on September 28, 2023; 2) Steven Kostecki (Alloy Steel’s CEO) on September 29, 2023; and 3) Richard Homsany (a member of the Board and Special Committee) on October 12, 2023.

K. Following the substantial completion of written discovery and the three depositions, the Settling Parties engaged in an all-day mediation (the “Mediation”) on October 26, 2023, in Wilmington Delaware, with the Honorable Joseph R. Slights

III serving as the mediator. As a result of the Mediation, the Parties have agreed to settle and release all Claims against the Defendants in return for a lump sum cash payment from Defendants of \$9,500,000.00 U.S. (the “Settlement Amount”) into a common fund for the benefit of the Class, subject to the terms and conditions herein. Before subtracting attorneys’ fees, expenses, and administration costs, the Settlement Amount would provide Class members with a gross benefit of approximately \$1.90 per share of Alloy Steel Common stock held at the time of the Merger, or a roughly 75% increase over and above the original \$2.55 per share Merger consideration.

Plaintiffs’ Claims and the Benefits of the Settlement

L. Plaintiffs believe that the Claims asserted in the Action have had substantial merit at all times, but also believe that the Settlement set forth below provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiffs and Plaintiffs’ Counsel (defined below) 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 against Defendants through trial and appeals; and

(vi) the conclusion of Plaintiffs' and Plaintiffs' Counsel that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the Claims asserted against the Defendants in the Action on the terms set forth herein.

Defendants' Denial of Wrongdoing and Liability

M. Defendants deny any and all allegations of wrongdoing, liability, violations of law or damages arising out of or related to any of the conduct, statements, acts, or omissions alleged in the Action, and maintain that their conduct was at all times proper, in the best interests of Alloy Steel and its stockholders, and in compliance with applicable law. The Defendants further deny all Counts alleged by the Complaint, any breach of fiduciary duties, and any unjust enrichment. The Defendants affirmatively assert that the Merger was the best available transaction for the Company and its stockholders, was entirely fair to the Company and its stockholders, and has provided the Company and its stockholders with substantial benefits. The Defendants also deny that the Company or its stockholders were harmed by any conduct of the Defendants alleged in the Action or that could have been alleged therein. Defendants assert that, at all relevant times, they acted in good faith and in a manner reasonably believed to be in the best interests of the Company and all of its stockholders. Nevertheless, Defendants wish to eliminate the uncertainty, risk, burden, and expense of further litigation. Defendants have

therefore determined to settle the Claims asserted against them in the Action on the terms and conditions set forth in this Stipulation solely to put the Plaintiffs' Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages.

N. Nothing in this Stipulation shall be construed as any admission by the Defendants of wrongdoing, fault, liability, or damages whatsoever, nor as an admission by Plaintiffs or their Counsel that the Claims asserted were anything but meritorious at all times.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, BY AND AMONG THE PARTIES TO THIS STIPULATION, subject to the approval of the Court pursuant to Court of Chancery Rule 23, that the Action against Defendants shall be fully and finally compromised and settled, and Plaintiffs' Claims shall be fully and finally compromised, settled, released, discharged, and dismissed with prejudice as against Defendants, upon and subject to the following terms and conditions of the Settlement, as follows:

I. DEFINITIONS

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

1.1 "Appraisal Stockholders" means those stockholders of Alloy Steel who exercised their appraisal rights in connection with the Merger, including Driver

Opportunity Partners II LP, Quadre Investments, LP, Matthew Giffuni, Christopher Swiecicki and Michael Swiecicki.

1.2 “Claims” means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, diminutions in value, costs, debts, expenses, interest, penalties, fines, sanctions, fees, attorneys’ fees, expert or consulting fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, which now exist, or heretofore or previously existed, or may hereafter exist, including known claims and unknown claims, whether direct, derivative, individual, class, representative, legal, equitable or of any other type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule, as set forth in the Action, or which relate to, arise from, or pertain to the Merger.

1.3 “Class” means all record and beneficial owners of Alloy Steel common stock, as of September 17, 2021 (the date of the consummation of the Merger), who received Merger consideration, together with their respective successors and assigns. Excluded from the Class are the Defendants, their officers, directors and Immediate Family members, and the Appraisal Stockholders.

1.4 “Class Member” means a member of the Class.

1.5 “Closing” means the closing of the Merger.

1.6 “Court” means the Court of Chancery of the State of Delaware.

1.7 “Defendants’ Counsel” means Morris, Nichols, Arsht, & Tunnell LLP and Davis Graham & Stubbs LLP.

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

1.9 “Escrow Account” means the bank account that is maintained by Plaintiffs’ Counsel and into which the Settlement Amount will be deposited and wherein the Settlement Fund will be held.

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

1.11 “Fee and Expense Award” means an award to Plaintiffs’ Counsel of fees and expenses to be paid from the Settlement Fund, approved by the Court and in full satisfaction of any and all Claims for attorneys’ fees that have been, could be, or could have been, asserted by Plaintiffs’ Counsel or any other counsel or any Class Member against the Defendants with respect to Action or the Settlement.

1.12 “Final” means, with respect to any judgment or order, that (i) if no appeal is filed, the expiration date of the time for filing or noticing of any appeal of

the judgment or order; or (ii) if there is an appeal from the judgment or order, the date of (a) final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise to review the judgment or order, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review of the judgment or order, and, if certiorari or other form of review is granted, the date of final affirmance of the judgment or order following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to attorneys' fees or expenses or any plan of allocation in this Action shall not in any way delay or preclude the Judgment from becoming Final.

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

1.14 “Judgment” means the Order and Final Judgment to be entered by the Court, substantially in the form attached hereto as Exhibit D.

1.15 “Merger” means the September 17, 2021 merger whereby Defendants purchased all outstanding shares from the Company's stockholders.

1.16 “Merger Cash Consideration” means the cash consideration of \$2.55 per share paid in connection with the Merger.

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

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

1.19 “Notice and Administration Costs” means the costs, fees, and expenses that are incurred in connection with: (i) providing notice to the Class; and (ii) administering the Settlement, including without limitation the costs, fees, and expenses incurred in connection with the Escrow Account. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses and fees incurred in connection with providing notice and administering the Settlement, and the fees of the Company’s Transfer Agent (Continental Stock Transfer & Trust Company), Certificate Depository (Cede and Co.), Settlement Administrator and/or the Escrow Agent in connection with the Settlement.

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

1.21 “Plaintiffs’ Counsel” means Levi & Korsinsky, LLP and Ashby & Geddes, P.A.

1.22 “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice.

1.23 “Releases” means the releases set forth in Paragraphs 3.1 and 3.2 of this Stipulation.

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

1.25 “Settlement” means the settlement contemplated by this Stipulation and the Exhibits.

1.26 “Settlement Administrator” means the settlement administrator selected by Plaintiffs to administer the Settlement, including dissemination of the Summary Notice and Notice and overseeing distribution of the Settlement Fund.

1.27 “Settlement Fund” means the Settlement Amount, plus any and all interest earned thereon, held in the Escrow Account.

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

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

1.30 “Taxes” means any taxes (including any estimated taxes, interest, penalties, or additional amounts) arising with respect to income earned by the Settlement Fund, including with respect to (i) any income earned by the Settlement Fund for any period during which the Settlement Fund on deposit in the Escrow

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

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

II. SETTLEMENT CONSIDERATION

2.1 In connection with the Settlement and in consideration of the Releases set forth herein, Defendants shall cause to be paid into the Escrow Account maintained by the Settlement Administrator: (i) \$200,000.00 U.S. of the Settlement Amount, forty-five (45) days in advance of the settlement hearing to be scheduled by the Court of Chancery; (ii) the remaining balance of the Settlement Amount (\$9,300,000.00), within fifteen (15) business days from the Effective Date (as defined in Paragraph 7.1, below). If for any reason the Settlement does not reach Final approval, any moneys of the \$200,000.00 U.S. of the Settlement Amount expended on providing notice or implementing the Settlement shall be non-refundable.

III. SCOPE OF THE SETTLEMENT

3.1 Upon entry of the Judgment, the Action against Defendants shall be dismissed with prejudice. Plaintiffs and Defendants shall each bear his, her, or its own fees, costs, and expenses, except as expressly provided in this Stipulation.

3.2 Upon the Effective Date, Plaintiffs 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 acting for or on behalf of, or claiming under, 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 Defendants from and with respect to every one of the Plaintiffs' Claims and all claims, liabilities, sanctions, complaints, or other assertions of wrongdoing, known or unknown, arising out of or relating to this Action through the date of the Settlement, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Claims against any of the Defendants.

3.3 Upon the Effective Date, Defendants, 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 acting for or on behalf of, or claiming under, 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 waived, released and otherwise agreed to forego all claims, liabilities, sanctions, complaints, or other assertions of wrongdoing, known or unknown, arising out of or relating to this Action through the date of the Settlement, including, without limitation, all actions taken by Plaintiffs and Plaintiffs' Counsel in connection with the initiation, prosecution, litigation, or settlement of this Action through the date of the Settlement.

IV. CLASS CERTIFICATION

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

4.2 The certification of the Class shall be binding only with respect to this Stipulation. In the event that this Stipulation is terminated pursuant to its terms, or the Effective Date otherwise cannot occur, the certification of the Class shall be

deemed vacated, and the Action shall proceed as though the Class had never been certified.

V. PROCEDURE FOR APPROVAL

5.1 Following execution of this Stipulation, the Parties shall seek entry of the Scheduling Order by the Court. Thereafter, pursuant to and as set forth in the Scheduling Order, Plaintiffs' Counsel and the designated Settlement Administrator shall cause the Summary Notice to be published, and shall mail, or cause to be mailed, by first class U.S. mail or other mail service if mailed outside the U.S., postage prepaid, the Notice, substantially in the form attached hereto as Exhibit B, to each Class Member at their last known address appearing in the stock transfer records maintained by or on behalf of Alloy Steel ("Stock Transfer Records"). Defendants' Counsel will provide Plaintiffs' Counsel with Stock Transfer Records and any other reasonably necessary information for all record holders of Alloy Steel common stock during the Class Period. Within twenty (20) business days after execution of this Stipulation or as soon as reasonably practicable thereafter: (a) the Company shall provide to the Settlement Administrator a list or report of the holders of record of Alloy Steel common stock registered with Continental Stock Transfer & Trust Company (the Company's transfer agent) as of September 17, 2021, which list or report shall contain each such holder's name, address, and the number of Alloy Steel shares owned, as well as any other information requested by

the Settlement Administrator to identify Class Members to the extent such other information is reasonably available to the Company; and (b) each Defendant shall provide to the Company and to the Settlement Administrator reasonably available information identifying, as of September 17, 2022, accounts and number of Alloy Steel shares held solely on behalf of, or for the benefit of, such Defendant, and/or any officers, directors or Immediate Family members of Defendants, as well as any other information, to the extent reasonably available or accessible to each such Defendant, requested by the Settlement Administrator to identify shares held solely on behalf of, or for the benefit of, each such Defendant and/or any of his, her, or its respective affiliated officers, directors or Immediate Family Members. Defendants agree to provide any information reasonably available to the Company requested by the Settlement Administrator or Plaintiffs' Counsel so long as the costs of providing such information are paid from the Settlement Fund. In addition, Defendants agree to authorize Depository Trust Company ("DTC") to provide the Settlement Administrator with two Security Position Reports ("SPR"), which will show the closing position for each DTC participant having Alloy Steels common stock credited to its DTC account as of September 17, 2021. The information shall be provided in an electronic form suitable to the Settlement Administrator, to the extent such information is reasonably available, to be used solely for the purpose of providing notice to Class Members and administering and distributing the Settlement

Fund, with the cost of such information borne by the Settlement Fund. In addition to the specifically enumerated foregoing obligations, Defendants shall cooperate with Plaintiffs' Counsel and the Settlement Administrator in order to ensure that no portion of the Net Settlement Amount is distributed to any of the Defendants or any of their officers, directors or Immediate Family Members. The cost of providing all lists, reports, and information to be provided by the Company or any Defendant shall be paid from the Settlement Fund and shall be subject to the terms of the Stipulation and Order Governing the Production and Exchange of Confidential Information entered by the Court in the Action.

5.2 All stockholders of record who held Alloy Steel common stock on behalf of beneficial owners and who receive the Notice shall be directed to forward the Notice promptly to such beneficial owners. The Settlement Administrator shall use reasonable efforts to provide notice to such beneficial owners by making additional copies of the Notice available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners. Any and all costs and expenses related to providing Notice shall be paid from the Settlement Fund, regardless of the form or manner of notice approved or directed by the Court and regardless of whether the Court declines to approve the Settlement or the Effective Date otherwise fails to occur. In no event shall Plaintiffs, Defendants, or

any of their attorneys have any liability or responsibility for the costs and expenses associated with providing the Notice.

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

5.4 If the Settlement embodied in this Stipulation is approved by the Court, the Settling Parties shall request that the Court enter the Judgment, substantially in the form attached hereto as Exhibit D.

VI. STAY PENDING COURT APPROVAL

6.1 All litigation activities related to the pursuit of Plaintiffs' Claims against Defendants, except those covered by the Cooperation activities in Paragraph 6.2, are stayed pending the Court's consideration of the proposed Settlement. Plaintiffs agree not to initiate any other proceedings against the Defendants asserting

any Claims pending the occurrence of the Effective Date. The Settling Parties also agree to use their best 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 the Defendants that challenge the Settlement.

6.2 Notwithstanding Paragraph 6.1 above, nothing herein shall in any way impair or restrict the rights of any Settling Party to defend this Stipulation or to otherwise respond in the event any Person objects to the Stipulation, the proposed Judgment to be entered, the Fee and Expense Award, or the Plan of Allocation.

VII. CONDITIONS OF SETTLEMENT

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

(a) the payment of the Settlement Amount into the Escrow Account in accordance with Paragraph 2.1 above;

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

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

(d) the Judgment becoming Final.

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

VIII. ATTORNEYS' FEES AND EXPENSES

8.1 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 his, her, or its counsel in connection with the Settlement. Plaintiff further intends to seek Court approval of incentive awards to be paid to Plaintiffs to compensate them for their time, effort and expenditures in furtherance of the Action, to be paid exclusively out of the Fee and Expense Award (the "Incentive Awards"). The Settling Parties acknowledge and agree that any Fee and Expense Award in connection with the Settlement shall be paid from the Settlement Fund and shall reduce the Settlement consideration paid to the Class accordingly. Plaintiffs' Counsel's application for a Fee and Expense Award is not the subject of any agreement among Plaintiffs and Defendants other than what is set forth in this Stipulation.

8.2 Plaintiffs' Counsel's petition for a Fee and Expense Award shall not seek fees in an amount greater than 30% of the Settlement Fund, plus expense reimbursement in an amount not to exceed \$200,000. The Fee and Expense Award

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

8.3 This Stipulation, the Settlement, the Judgment, and whether the Judgment becomes Final, are not conditioned upon the approval of an award of attorneys' fees, costs, or expenses, either at all or in any particular amount, by the Court. The Fee and Expense Award and Incentive Awards may be considered separately from the proposed Settlement. Any disapproval or modification of the Fee and Expense Award or Incentive Awards by the Court or on appeal shall not affect or delay the enforceability of this Stipulation or the Settlement; provide any

of the Settling Parties with the right to terminate the Settlement; affect or delay the binding effect or finality of the Judgment and the release of the Claims; or prevent the occurrence of the Effective Date.

8.4 Plaintiffs' Counsel warrants that no portion of any such award of attorneys' fees or expenses shall be paid to Plaintiffs, except as may be approved by the Court.

IX. THE SETTLEMENT FUND

9.1 The Settlement Fund shall be used to pay: (a) any Taxes and Tax Expenses; (b) any Notice and Administration Costs, including costs incurred pursuant to Defendants' obligations in paragraph 5.1; (c) any Fee and Expense Award awarded by the Court; and (d) any other costs or fees approved by the Court. The balance remaining in the Settlement Fund (the "Net Settlement Fund") shall be distributed pursuant to the proposed Plan of Allocation or such other plan of allocation approved by the Court.

9.2 Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account 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 or returned pursuant to the terms of this Stipulation and/or further order of the Court.

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

9.4 The Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, and 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. 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. Upon written request, Defendants shall cause the Insurance Carriers to provide to Plaintiffs' Counsel the statement described in Treasury Regulation § 1.468B-3(e). 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.

9.5 All Taxes and Tax Expenses shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by 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. The Defendants 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, as described herein.

9.6 The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendant or any Person who or which paid any portion of

the Settlement Amount shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever.

9.7 Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiffs' Counsel may pay from the Settlement Fund, without further approval from the Defendants or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of obtaining stock list materials specified in paragraph 5.1, printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs, Taxes, or Tax Expenses paid or incurred, including any related fees, shall not be returned or repaid to Defendants, or any Person who or which paid any portion of the Settlement Amount.

X. SETTLEMENT ADMINISTRATION

10.1 Plaintiffs shall retain a Settlement Administrator to provide notice of the Settlement and for the disbursement of the Net Settlement Fund to eligible Class

Members. The Defendants shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator.

10.2 Plaintiffs shall have sole responsibility for providing notice of the Settlement and administering the Settlement.

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

10.4 The Net Settlement Fund shall be distributed to eligible Class Members in the accordance with the proposed Plan of Allocation set forth in the Notice or such other plan of allocation as may be approved by the Court. Notwithstanding anything to the contrary in this Stipulation, the Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation. Plaintiffs and Plaintiffs' Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. The Defendants shall not object in any way to the Plan of

Allocation or any other plan of allocation in this Action and shall not have any involvement with the application of the Court-approved Plan of Allocation.

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

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

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

XI. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

11.1 Plaintiffs and Defendants shall each have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (“Termination Notice”) to the other parties to this Stipulation within thirty (30) calendar days of: (a) the Court’s refusal to approve this Stipulation or any part of it that materially affects any Settling Party’s rights or obligations hereunder; (b) the Court’s declining to enter the Judgment in any material respect; or (c) the date upon which the Judgment is modified or reversed in any material respect by an appellate court. In addition to the foregoing, Plaintiffs shall have the unilateral right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so to Defendants within thirty (30) calendar days of any failure of Defendants to cause the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with Paragraph 2.1 of this Stipulation. Neither a modification nor a reversal on appeal of the amount of fees, costs, and expenses awarded by the Court to Plaintiffs’ Counsel nor any order modifying or rejecting the Plan of Allocation shall be deemed a material modification of the Judgment or this Stipulation.

11.2 In the event that the Settlement is terminated pursuant to the terms of Paragraph 11.1 of this Stipulation, or the Effective Date otherwise fails to occur for any other reason, then (i) the Settlement and this Stipulation shall be canceled and terminated; (ii) any judgment entered in the Action and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro tunc*; (iii) the Releases provided under the Settlement shall be null and void; (iv) the fact of the Settlement shall not be admissible in any proceeding before any court or tribunal; (v) all proceedings in the Action shall revert to their status as of immediately prior to the submission of this Stipulation on December 11, 2023, and no materials created by or received from another Settling Party that were used in, obtained during, or related to settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing party, for any other purpose or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery in the Action or in any other litigation; (vi) the Settling Parties shall jointly petition the Court for a revised schedule for trial; (vii) the Settling Parties shall proceed in all respects as if the Settlement and this Stipulation (other than this Paragraph) had not been entered into by the Settling Parties; and (viii) within thirty (30) calendar days after joint written notification of termination is sent by Defendants' Counsel and Plaintiffs' Counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and change in value as a result

of the investment of the Settlement Fund and any funds received), less any Notice and Administration Costs actually incurred, paid, or payable, and less any Taxes and Tax Expenses paid, due, or owing, shall be refunded by the Escrow Agent directly to the Persons who made payments pursuant to Paragraph 2.1 above in such amounts as directed by the Defendants. In the event that the funds received have not been refunded to the Settlement Fund within the thirty (30) calendar days specified in this Paragraph, those funds shall be refunded by the Escrow Agent immediately upon their deposit into the Escrow Account directly to the Persons who made payment pursuant to Paragraph 2.1 above in such amounts as directed by the Defendants.

XII. NO ADMISSIONS

12.1 It is expressly understood and agreed that neither the Settlement nor any act or omission in connection therewith is intended or shall be deemed or argued to be evidence of or to constitute an admission or concession by: (a) Defendants as to (i) the truth of any fact alleged by Plaintiffs; (ii) the validity of any Claims or other issues raised, or which might be or might have been raised, in the Action or in any other litigation; (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies; or (b) Plaintiffs that any of their Claims are without merit or had any infirmities whatsoever, that any

of the Defendants had meritorious defenses, or that damages recoverable from the Defendants under the Complaint would not have exceeded the Settlement Amount.

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

XIII. MISCELLANEOUS

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

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

13.3 This Stipulation may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any signature to the Stipulation by means of facsimile or electronic scanning shall be treated in all manner and respects as an original signature and shall be considered to have the same binding legal effect as if it were the original signed

version thereof and without any necessity for delivery of the originally signed signature pages in order for this to constitute a binding agreement.

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

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

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

13.7 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 a Settling Party or the Settling Parties against whom such modification, amendment, or waiver is sought to be enforced.

13.8 Any failure by any Settling Party to insist upon the strict performance by any other Settling Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Settling Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by

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

13.9 This Stipulation is and shall be binding upon, and shall inure to the benefit of, the Settling Parties and their respective legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest and assigns of any of the foregoing, including without limitation any corporation or other entity with which any party hereto may merge, reorganize, or otherwise consolidate.

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

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

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

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

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

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

13.15 This Stipulation and the following exhibits (“Exhibits”) constitute the entire agreement among the Settling Parties with respect to the subject matter hereof:

- (a) Exhibit A: Scheduling Order With Respect to Notice and Settlement Hearing;
- (b) Exhibit B: Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear;
- (c) Exhibit C: Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear;
- (d) Exhibit D: Final Order and Judgment.

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

13.16 The Settling Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiffs and any other Class Members against Defendants with respect to the Plaintiffs’ Claims. Accordingly, Plaintiffs and their counsel and Defendants and

their counsel agree not to assert in any forum that this Action was brought by Plaintiffs or defended by Defendants in bad faith. Plaintiffs and the Defendants represent and agree that the terms of the Settlement reached between Plaintiffs and the Defendants were negotiated at arm's-length and in good faith by Plaintiffs and the Defendants, and reflect a settlement that was reached at the conclusion of the Mediation voluntarily, based upon adequate information, sufficient discovery, and after consultation with experienced legal counsel.

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

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

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Brokerage Pty Ltd, Maria Anastazia
Kostecki, and Steven Michael Kostecki*

December 11, 2023



EXHIBIT A

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

| | | |
|---------------------------------------|---|------------------------|
| KARSAN VALUE FUNDS and |) | |
| ROBERT GRUTERS, For Themselves |) | |
| and on Behalf of all Others Similarly |) | |
| Situated, |) | |
| |) | |
| Plaintiffs, |) | |
| |) | |
| v. |) | C.A. No. 2021-0899-LWW |
| |) | |
| KOSTECKI BROKERAGE PTY LTD, |) | |
| MARIA ANASTAZIA KOSTECKI, |) | |
| and STEVEN MICHAEL KOSTECKI, |) | |
| |) | |
| Defendants. |) | |

**[PROPOSED] SCHEDULING ORDER WITH RESPECT TO NOTICE
AND SETTLEMENT HEARING**

WHEREAS, a stockholder class action is pending in this Court, entitled *Karsan Value Funds v. Kostecki Brokerage Pty Ltd.*, C.A. No. 2021-0899-LWW (the “Action”);

WHEREAS, a Stipulation and Agreement of Compromise and Settlement between Plaintiffs and Defendants dated as of December 11, 2023 (the “Stipulation”) has been entered into by and among: (i) Karsan Value Funds and Robert Gruters (“Plaintiffs”) on behalf of themselves and the class, and (ii) Kostecki Brokerage Pty Ltd., Maria Kostecki, and Steven Kostecki (the “Defendants”) (collectively, the “Settling Parties”);

WHEREAS, the Stipulation provides for a settlement, subject to the approval of this Court, reached between Plaintiffs and Defendants and for dismissal of the Action with prejudice as against Defendants.

NOW, upon consent of the Settling Parties, after review and consideration of the Stipulation filed with the Court and the Exhibits attached thereto, and after due deliberation,

IT IS HEREBY ORDERED, this _____ day of _____, 202__ that:

1. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Scheduling Order.

2. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement of the Action, as well as personal jurisdiction over all of the Settling Parties and each of the Class Members.

3. In accordance with the proposed class definition in the Stipulation, for the purposes of settlement only, the Action preliminarily shall be maintained as a non-opt-out class action under Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) on behalf of the following class (the “Class”):

All record and beneficial owners of Alloy Steel common stock, as of September 17, 2021 (the date of the consummation of the Merger), who received Merger consideration, together with their respective successors and assigns. Excluded from the Class are the Defendants, their officers, directors and Immediate Family members, and the Appraisal Stockholders.

4. The Court preliminarily appoints Plaintiffs as the class representatives for the Class and Plaintiffs' Counsel, Levi & Korsinsky, LLP and Ashby & Geddes, P.A, as counsel for the Class.

5. For purposes of settlement only, the Court preliminarily finds that: (a) joinder of the entire Class (collectively, the "Class Members") would be impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiffs are typical of the claims of the Class; (d) in connection with the prosecution of the Action and the Settlement, Plaintiffs and Plaintiffs' Counsel have and will fairly and adequately represent and protect the interests of the Class; (e) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendants, and, as a practical matter, the disposition of the Action as against Defendants would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Class Members; and (f) the Defendants are alleged to have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

6. A Settlement Hearing will be held on _____, 202__, at ___:___ .m., at the Court of Chancery of the State of Delaware, New Castle

County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, to, among other things,:

- a. determine whether the Action may be finally maintained as a non-opt-out class action and whether the Class should be finally certified, for purposes of the Settlement, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2);
- b. determine whether Plaintiffs may be finally appointed as the representatives for the Class and Plaintiffs' Counsel finally appointed as counsel for the Class, and whether Plaintiffs and Plaintiffs' Counsel have adequately represented the interests of the Class in the Action;
- c. determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class, and should be approved by the Court;
- d. determine whether a Judgment, substantially in the form attached as Exhibit D to the Stipulation, should be entered dismissing the Action with prejudice as against the Defendants;
- e. determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved;
- f. determine whether the application by Plaintiffs' Counsel for an award of attorneys' fees and expenses should be approved;

g. hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or to the application by Plaintiffs' Counsel for an award of attorneys' fees and expenses; and

h. consider any other matters that may properly be brought before the Court in connection with the Settlement.

7. The Court may adjourn and reconvene the Settlement Hearing, or any adjournment thereof, including the consideration of the application for attorneys' fees and expenses, without further notice to Class Members other than oral announcement at the Settlement Hearing or any adjournment thereof, or a notation on the docket in the Action, and retains jurisdiction over the Settling Parties and all Class Members to consider all further applications arising out of or connected with the proposed Settlement.

8. The Court may decide to hold the Settlement Hearing remotely by Zoom without further notice to the Class. Any Class Member (or the Class Member's counsel) who wishes to appear at the Settlement Hearing should consult the Court's docket and/or the Settlement website for any change in the date, time, or format of the hearing.

9. The Court may approve the Settlement at or after the Settlement Hearing, according to the terms and conditions of the Stipulation, as it may be modified by the Settling Parties, without further notice to Class Members. The Court

may approve the Plan of Allocation or a modified plan of allocation at or after the Settlement Hearing, without further notice to Class Members. Further, the Court may render its judgment and order the payment of attorneys' fees and expenses at or after the Settlement Hearing, with such modifications as may be consented to by the Settling Parties and without further notice of any kind.

10. The Court authorizes the Settlement Administrator selected by Plaintiffs' Counsel to provide notice to the Class and administer the Settlement, including the allocation and distribution of the Settlement Fund.

11. The Court approves, in form and substance, the Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear attached as Exhibit B to the Stipulation (the "Notice").

12. The Court approves, in form and substance, the Summary Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear attached as Exhibit C to the Stipulation (the "Summary Notice").

13. The Court finds that the mailing of the Notice and publication of the Summary Notice in the manner set forth in this Order constitutes the best notice practicable under the circumstances to all persons entitled to such notice of the Settlement Hearing and the proposed Settlement, and meets the requirements of

Delaware Court of Chancery Rule 23, the requirements of due process, and all other applicable law and rules.

14. Beginning not later than fifteen (15) business days from the date of entry of this Order (such date that is fifteen (15) business days after the date of entry of this Order, the “Notice Date”), the Settlement Administrator shall cause the Notice, substantially in the form attached as Exhibit B to the Stipulation, to be mailed by U.S. first-class mail, or other mail service if mailed outside the U.S., postage prepaid, to each potential Class Member who may be identified through reasonable effort at their last known address appearing in the stock transfer records maintained by or on behalf of Alloy Steel. All stockholders of record who held Alloy Steel common stock on behalf of beneficial owners and who receive the Notice shall be requested to either: (i) within seven (7) calendar days of receipt of the Notice, request from the Settlement Administrator sufficient copies of the 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) within seven (7) calendar days of receipt of the Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator, in which event the Settlement Administrator shall promptly mail the Notice to such beneficial owners. Upon full compliance with this Order, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this

Order by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought.

15. Not later than the Notice Date, the Settlement Administrator shall cause the Stipulation and the Notice to be posted on a website to be established for the Settlement, from which copies of the Notice and Stipulation may be downloaded.

16. Not later than the ten (10) business days after the Notice Date, the Settlement Administrator shall cause the Summary Notice to be published through a national wire service.

17. All Notice and Administration Costs shall be paid in accordance with the Stipulation without further order of the Court.

18. Plaintiffs' Counsel and/or the Settlement Administrator are authorized and directed to prepare any tax returns and any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.

19. At least ten (10) calendar days prior to the date of the Settlement Hearing, Plaintiff shall file with the Court an affidavit of the Settlement Administrator attesting to mailing of the Notice and publication of the Summary Notice.

20. The contents of the Settlement Fund that will be held in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the exclusive jurisdiction of the Court, until such time as they shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

21. Unless the Court orders otherwise, any Class Member may enter an appearance in the Action, at the Class Member's own expense, individually or through counsel of the Class Member's own choice, by filing with the Register in Chancery and delivering a notice of appearance to Plaintiffs' Counsel and Defendants' Counsel, at the addresses set forth in paragraph 22 below, such that it is received no later than fifteen (15) calendar days prior to the Settlement Hearing, or as the Court may otherwise direct. Any Class Member who does not enter an appearance will be represented by Plaintiffs' Counsel, and shall be deemed to have waived and forfeited any and all rights the Class Member may otherwise have to appear separately at the Settlement Hearing.

22. Any Class Member may file a written objection to the proposed Settlement, Plan of Allocation, and/or Plaintiffs' Counsel's application for an award of attorneys' fees and expenses ("Objector"), if the Class Member has any cause, why the proposed Settlement, Plan of Allocation, and/or the application for an award of attorneys' fees and expenses should not be approved; *provided, however*, that, unless otherwise directed by the Court for good cause shown, no Objector shall be

heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, Plan of Allocation, and/or the application for an award of attorneys' fees and expenses unless that person or entity has filed a written objection with the Register in Chancery, Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, and served (electronically by File & ServeXpress, by hand, by first-class U.S. Mail, or by express service) copies of the objection upon each of the following counsel at the following addresses such that they are received no later than fifteen (15) calendar days prior to the Settlement Hearing, with copies also emailed to: denright@zlk.com, etripodi@zlk.com, jcafritz@zlk.com, SJenkins@ashbygeddes.com, RHeins@ashbygeddes.com, sgross@ashbygeddes.com, Jon.Bergman@dgslaw.com, JAbramczyk@morrisnichols.com, ahoeschel@morrisnichols.com.

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KostECKi*

Counsel for the Settling Parties are directed to promptly furnish each other with copies of any and all objections that might come into their possession.

23. Any objections must: (i) identify the case name and civil action number; (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 (*i.e.*, held shares of Alloy Steel common stock at the closing of the Merger and who received \$2.55 in cash per share as Merger consideration). 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.

24. Any Person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this Action or any other action or proceeding or otherwise contesting the Settlement, the Plan of Allocation, the application for attorneys' fees and expenses in the Action or any other proceeding and will otherwise be bound by the Judgment to be entered and the releases to be given. Class Members who do not object need not appear at the Settlement Hearing or take any other action to indicate their approval.

25. At least thirty (30) calendar days prior to the Settlement Hearing, Plaintiffs shall file any opening briefs in support of the proposed Settlement and Plan of Allocation, and Plaintiffs' Counsel shall file their application for an award of attorneys' fees and expenses, including any supporting affidavit(s). At least five (5) calendar days prior to the date of the Settlement Hearing, the Settling Parties shall

file any reply in response to any objections to the Settlement or the Plan of Allocation, and Plaintiffs' Counsel shall file any reply in response to any objections to their application for an award of attorney's fees and expenses.

26. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiffs and all other Class Members from commencing, instituting, or prosecuting any proceedings asserting any Claims against Defendants.

27. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Class.

28. The Court retains exclusive jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Vice Chancellor Lori W. Will

EXHIBIT B

EXHIBIT B

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

KARSAN VALUE FUNDS and)
ROBERT GRUTERS, For Themselves)
and on Behalf of all Others Similarly)
Situated,)
)
Plaintiffs,)
)
v.)
)
KOSTECKI BROKERAGE PTY LTD,)
MARIA ANASTAZIA KOSTECKI,)
and STEVEN MICHAEL KOSTECKI,)
)
Defendants.)

C.A. No. 2021-0899-LWW

NOTICE OF PENDENCY OF STOCKHOLDER CLASS ACTION AND PROPOSED SETTLEMENT, 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, *Karsan Value Funds v. Kostecki Brokerage Pty Ltd.*, C.A. No. 2021-0899-LWW (the “Action”), pending in the Court of Chancery of the State of Delaware (the “Court”), if you were a record and beneficial owner of Alloy Steel common stock, as of September 17, 2021 (the date of the consummation of the Merger), who received Merger consideration.

NOTICE OF SETTLEMENT: Please also be advised that Plaintiffs Karsan Value Funds and Robert Gruters (“Plaintiffs”), on behalf of themselves and the Class, have reached a proposed settlement with defendants Kostecki Brokerage Pty Ltd., Maria Kostecki, and Steven Kostecki (“Defendants”) for \$9,500,000.00 USD in cash (the “Settlement”). The proposed Settlement, if approved, will resolve all claims in the Action as against the Defendants.

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.¹

| CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT: | |
|--|--|
| RECEIVE A PAYMENT FROM THE SETTLEMENT. CLASS MEMBERS <u>DO NOT</u> NEED TO SUBMIT A CLAIM FORM. | If you are a member of the Class (defined below), you may be eligible to receive a <i>pro rata</i> distribution from the Settlement proceeds. Eligible Class Members <u>do not</u> need to submit a claim form in order to receive a distribution from the Settlement, if approved by the Court. Your distribution from the Settlement will be paid to you directly. <i>See</i> below for further discussion. |
| OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN _____, 2023. | If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Plaintiffs' Counsel's request for an award of attorneys' fees and expenses, you may write to the Court and explain the reasons for your objection. |
| ATTEND A HEARING ON _____, 2023 AT _____:____.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN _____, 2023. | Filing a written objection and notice of intention to appear that is received by _____, 2023, allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the _____, 2023 hearing may be conducted by telephone or video conference (<i>see</i> 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. |

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 and Settlement between Plaintiffs and Defendants, dated December 11, 2023 (the "Stipulation"). Plaintiffs and Defendants are collectively referred to as the "Settling Parties." A copy of the Stipulation is available at [URL TO BE INSERTED].

WHAT THIS NOTICE CONTAINS

| | |
|--|----------|
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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 with the Defendants. 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 Plaintiffs' Counsel for a Fee and Expense Award in connection with the Settlement (the "Settlement Hearing"). See 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 affect your legal rights. Please Note: the Court may approve the proposed Settlement with such modifications as the Settling Parties 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 (defined below) will be made after any appeals are resolved.

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 SETTLING PARTIES.

4. On May 18, 2021, Defendants Maria Kostecki and Steven Kostecki, holders of approximately 65% of Alloy Steel’s common stock at that time, proposed a going-private transaction by sending a letter to Alan Scott, a director, proposing to acquire all the outstanding shares of the Company’s common stock for \$2.35 per share. After negotiations with a Special Committee appointed by the Company’s Board, the Kosteckis raised their offer to \$2.55 per share. Upon review of valuations by independent experts and input from independent counsel, the Special Committee recommended the merger agreement as fair. The merger closed on September 17, 2021, entitling the Company’s stockholders, excluding the Kostecki family and its affiliated entities, to \$2.55 per share in cash per share.

5. Certain stockholders of the Company exercised their appraisal rights pursuant to Section 262 of the Delaware General Corporation Law (the “Appraisal Stockholders”). The Appraisal Stockholders held a total of 520,195 shares of Company stock at the time of the Merger, and ultimately resolved their appraisal claims with the Company for separate consideration.

6. Plaintiffs filed a Verified Stockholder Class Action Complaint for Breach of Fiduciary Duty (the “Complaint”) on October 18, 2021, on behalf of themselves and those similarly situated in connection with the Merger (the “Action”). The Complaint alleged that the defendants breached their fiduciary duties to the minority stockholders by conducting and consummating the Merger pursuant to an unfair process and at an unfair price.

7. Between March 2022 and October 2023, Plaintiffs and Defendants engaged in discovery, including preparing, serving, and responding to requests for production of documents and interrogatories, serving subpoenas on third parties, and engaging in various written and oral communications concerning the scope of document production. This process included the production and review of more than 53,000 pages of documents from Defendants and third parties, and the production and review of approximately 4,000 pages of documents from Plaintiffs.

8. Additionally, Plaintiffs took three depositions: 1) Sam Dahanayake (the Company’s Chief Financial Officer) on September 28, 2023; 2) Steven Kostecki (the Company’s Chief

Executive Officer) on September 29, 2023; and 3) Richard Homsany (a member of the Board and the Special Committee) on October 12, 2023.

9. The Settling Parties engaged in an all-day mediation (the “Mediation”) on October 26, 2023, in Wilmington Delaware, with the Honorable Joseph R. Slight III serving as the mediator. As a result of the Mediation, the Parties have agreed to settle and release all Claims against the Defendants in return for a lump sum cash payment from Defendants of \$9,500,000.00 U.S. (the “Settlement Amount”), subject to the terms and conditions herein. Before subtracting attorneys’ fees, expenses, and administration costs, the Settlement Amount would provide Class members would a gross benefit of approximately \$1.90 per share of Alloy Steel Common stock held at the time of the Merger, or a roughly 75% increase over and above the original \$2.55 per share Merger consideration.

10. On _____, 2023, the Court entered a Scheduling Order directing that 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?

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

All record and beneficial owners of Alloy Steel common stock, as of September 17, 2021 (the date of the consummation of the Merger), who received Merger consideration, together with their respective successors and assigns. Excluded from the Class are the Defendants, their officers, directors and Immediate Family members, and the Appraisal Stockholders.

PLEASE NOTE: The Class is a non-“opt-out” 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?

12. In consideration of the settlement, Defendants will cause \$9,500,000.00 USD in cash (the “Settlement Amount”) to be deposited into an interest-bearing escrow account for the benefit of the Class. See below for details about the distribution of the Settlement proceeds to Eligible Class Members.

WHAT ARE THE SETTLING PARTIES’ REASONS FOR THE SETTLEMENT?

13. Plaintiffs and Plaintiffs' Counsel thoroughly considered the facts and law underlying the claims asserted in the Action. Although Plaintiffs and Plaintiffs' Counsel believe that the claims asserted have merit, the Court could adopt Defendants' view of the applicable legal standards or of the underlying evidence, and could enter judgment for the Defendants, either dismissing the claims against Defendants prior to trial or after trial. Plaintiffs and Plaintiffs' Counsel also considered the expense and length of continued proceedings necessary to pursue Plaintiffs' claims against Defendants through trial, the uncertainty of appeals, and the collectability of any potential judgment.

14. In light of the monetary recovery achieved, and based upon their investigation and prosecution of the case and the information available to them through discovery and the settlement negotiations, Plaintiffs and Plaintiffs' Counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable, and adequate to Plaintiffs and the Class, and in their best interests. The Settlement provides an immediate benefit in the form of a \$9,500,000.00 USD cash payment without the risk that continued litigation could result in obtaining no recovery or a smaller recovery from the Defendants after continued extensive and expensive litigation, including trial and appeals.

15. Defendants deny any and all allegations of wrongdoing, liability, violations of law or damages arising out of or related to any of the conduct, statements, acts, or omissions alleged against Defendants in the Action, and maintain that their conduct was at all times proper, in the best interests of the Company and its stockholders, and in compliance with applicable law. The Defendants further deny any breach of contract, breach of fiduciary duties, aiding and abetting any breach of fiduciary duties, and any tortious interference with contract. Defendants affirmatively assert that the Merger was the best available transaction for the Company and its stockholders, was entirely fair to the Company and its stockholders, and has provided the Company and its stockholders with substantial benefits. Defendants also deny that the Company or its stockholders were harmed by any conduct of the Defendants alleged in the Action or that could have been alleged therein. Each of the Defendants asserts that, at all relevant times, he, she, or it acted in good faith and in a manner reasonably believed to be in the best interests of the Company and all of its stockholders.

16. Nevertheless, the Defendants wish to eliminate the uncertainty, risk, burden, and expense of further litigation. The Defendants have therefore determined to settle the claims asserted against them in the Action solely to put the Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. Each of the Defendants asserts that, at all relevant times, he, she, or it acted in good faith and in a manner he, she, or it reasonably believed to be in the best interests of the Company and all of its stockholders. Nothing in the Settlement and the Stipulation shall be construed as, or deemed to be, evidence of or an admission or concession on the part of any of the Defendants with respect to any claim or factual

allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any of the Defendants have or could have asserted.

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

17. Please Note: If you are eligible to receive a payment from the Net Settlement Fund, you **do not** have to submit a claim form in order to receive your payment.

18. As stated above, the \$9,500,000.00 USD 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 and all interest earned thereon (the “Settlement Fund”) less: i) any Taxes and Tax Expenses; (ii) any Notice and Administration Costs; (iii) any Fee and Expense Award awarded by the Court; and (iv) any other costs or fees approved by the Court will be distributed in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

19. 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.

20. 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, [URL TO BE INSERTED].

PROPOSED PLAN OF ALLOCATION

21. The Net Settlement Fund will be distributed on a *pro rata* basis to “Eligible Class Members.” “Eligible Class Members” will consist of all Class members who were record and/or beneficial owners of Alloy Steel common stock, as of September 17, 2021 (the date of the consummation of the Merger), who received Merger consideration, together with their respective successors and assigns. “Eligible Shares” will be the number of shares of Alloy Steel common stock held by Eligible Class Members at the Closing and for which Eligible Class Members received or were entitled to receive the Merger Consideration.

22. Each Eligible Class Member will be eligible to receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of Eligible Shares held by the Eligible Class Member and (ii) the “Per-Share Recovery” for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares.

23. Payments from the Net Settlement Fund to Eligible Class Members will be made in the same manner in which Eligible Class Members received the Merger Consideration. Accordingly, if your shares of Alley Steel common stock were held in “street name” and the Merger Consideration was deposited into your brokerage account, your broker will be responsible for depositing your Settlement payment into that same brokerage account.

24. Upon Court approval of a Class Distribution Order, Plaintiffs’ Counsel will direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Eligible Class Members as set forth herein.

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

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

(i) **Release of Claims by Plaintiffs and the Class:** Upon the Effective Date, Plaintiffs 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 acting for or on behalf of, or claiming under, 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 Defendants from and with respect to every one of the Plaintiffs’ Claims, and all claims, liabilities, sanctions, complaints, or other assertions of wrongdoing, known or unknown, arising out of or relating to this Action through the date of the Settlement, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Claims against any of the Defendants.

(ii) **Release of Claims by Defendants:** Upon the Effective Date, Defendants, 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 acting for or on behalf of, or claiming under, 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 waived, released and otherwise agreed to forego all claims, liabilities, sanctions, complaints, or other assertions of wrongdoing, known or unknown, arising out of or relating to this Action through the date of the Settlement, including, without limitation, all actions taken by Plaintiffs and Plaintiffs’ Counsel in connection with the initiation, prosecution, litigation, or settlement of this Action through the date of the Settlement.

26. Plaintiffs and Defendants acknowledge, and each of the other Class Members by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Claims, but that it is the intention of Plaintiffs and Defendants, and by operation of law the other Class Members, to completely, fully, finally, and forever extinguish any and all Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts.

27. By Order of the Court, all proceedings against the Defendants in the Action, have been stayed, and Plaintiffs and all other Class Members are barred and enjoined from commencing, instituting, or prosecuting any other proceedings against Defendants asserting any Claims pending final determination of whether the Settlement should be approved.

28. If the Settlement is approved and the Effective Date occurs, no Alloy Steel stockholder or Class Member will be able to bring another action asserting Claims against any of the Defendants.

HOW WILL PLAINTIFFS' COUNSEL BE PAID?

29. Plaintiffs' Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have Plaintiffs' Counsel been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiffs' Counsel will apply to the Court for an award of attorneys' fees and litigation expenses to Plaintiffs' Counsel in connection with achieving the creation of the Settlement Fund (the "Fee and Expense Award") in an amount not to exceed 30% of the Settlement Fund, plus reimbursement of out-of-pocket expenses in an amount not to exceed \$200,000. 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. Plaintiffs' Counsel may petition the Court to award incentive fees to Plaintiffs. Any such incentive fees would be paid solely out of the Fee and Expense Award to Plaintiffs' Counsel. Neither the Class nor the Settling Parties will have any separate responsibility with respect to any such incentive fee award.

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 DON'T LIKE THE SETTLEMENT?

30. **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.

31. 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 Zoom, or otherwise allow Class Members to appear at the hearing remotely by video or phone, 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 video or phone, it is important that you monitor the Court’s docket and the Settlement website, [INSERT], 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.[INSERT].com. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing remotely by video or telephone conference, the information needed to access the conference will be posted to the Settlement website, www.[INSERT].com.**

32. The Settlement Hearing will be held on _____, 2023 at __:__.m., before The Honorable Lori W. Will, Vice Chancellor, in person at the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, to, among other things: (i) determine whether the Action may be finally maintained as a non-opt-out class action and whether the Class should be finally certified, for purposes of the Settlement, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiffs may be finally appointed as representatives for the Class and Plaintiffs’ Counsel, may finally be appointed as counsel for the Class, and whether Plaintiffs and Plaintiffs’ Counsel have adequately represented the interests of the Class in the Action; (iii) determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class, and should be approved by the Court; (iv) determine whether a Judgment, substantially in the form attached as Exhibit D to the Stipulation, should be entered dismissing the Action with prejudice as against Defendants; (v) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vi) determine whether the application by Plaintiffs’ Counsel for an award of attorneys’ fees and expenses should be approved; (vii) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or to the application by Plaintiffs’ Counsel for an award of attorneys’ fees and expenses; and (viii) consider any other matters that may properly be brought before the Court in connection with the Settlement.

33. Any Class Member may object to the Settlement, the proposed Plan of Allocation, or Plaintiffs’ Counsel’s application for an award of attorneys’ fees and litigation expenses

("Objector"); *provided, however*, that no Objector shall be heard or entitled to object unless, **on or before** _____, **2023**, such person **(1)** files their written objection, together with copies of all other papers and briefs supporting the objection specified below, with the Register in Chancery at the address set forth below; **(2)** serves such papers (electronically by File & Serve*Xpress*, by hand, by first-class U.S. Mail, or by express service) on Plaintiffs' Counsel and Defendants' Counsel at the addresses set forth below; and **(3)** emails a copy of the written objection to ndenright@zlk.com, etripodi@zlk.com, jcafritz@zlk.com, SJenkins@ashbygeddes.com, RHeins@ashbygeddes.com, sgross@ashbygeddes.com, Jon.Bergman@dgsllaw.com, JAbramczyk@morrisonichols.com, ahoeschel@morrisonichols.com.

REGISTER IN CHANCERY

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

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34. Any objections must: (i) identify the case name and civil action number; (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 (*i.e.*, held shares of Alloy Steel common stock on September 17, 2021 and who received \$2.55 in cash per share as Merger consideration). 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.

35. 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.

36. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Plaintiffs' Counsel's application for an award of attorneys' fees and litigation expenses, assuming you timely file and serve a written objection as described above, you must also file a notice of appearance with the Register in Chancery and serve it on Plaintiffs' Counsel and on Defendants' Counsel at the mailing and email addresses set forth above so that the notice is **received on or before** _____, 2023. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their

written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

37. 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 Plaintiffs' Counsel and Defendants' Counsel at the mailing and email addresses set forth above so that the notice is **received on or before** _____, **2023**.

38. 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 Plaintiffs' Counsel.

39. 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 proposed Settlement, the proposed Plan of Allocation, or Plaintiffs' Counsel's application for an award of attorneys' fees and litigation expenses, or any other matter related to the Settlement or the Action, and will otherwise be bound by the 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?

40. 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, New Castle County, 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.[INSERT].com. If you have questions regarding the Settlement, you may contact the Settlement Administrator, Epiq Global, toll free at [INSERT PHONE NUMBER] or Plaintiffs' Counsel listed above.

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

41. If you are a broker or other nominee that held shares of Alloy Steel common stock as of the Closing (September 17, 2021) for the beneficial interest of persons or entities other than yourself, you are requested to either: (i) within seven (7) calendar days of receipt of this Notice, 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) within seven (7) calendar days of receipt of this Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to Epiq Global. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

42. 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.[INSERT].com, by calling the Settlement Administrator toll free at [INSERT], or by emailing the Settlement Administrator at [INSERT].

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

Dated: _____, 202_

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

EXHIBIT C

and Steven Kostecki (“Defendants”) for \$9,500,000.00 USD in cash (the “Settlement”). The terms of the Settlement are stated in the Stipulation and Agreement of Compromise and Settlement between Plaintiffs and Defendants, dated December 11, 2023 (the “Stipulation”), a copy of which is available at www.[INSERT].com. The proposed Settlement, if approved, will resolve all claims in the Action as against the Defendants.

A hearing (the “Settlement Hearing”) will be held on _____, 202[] at __:__.m., before The Honorable Lori W. Will, Vice Chancellor, in person at the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, to, among other things:

a. determine whether the Action may be finally maintained as a non-opt-out class action and whether the Class should be finally certified, for purposes of the Settlement, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2);

b. determine whether Plaintiffs may be finally appointed as the representatives for the Class and Plaintiffs’ Counsel finally appointed as counsel for the Class, and whether Plaintiffs and Plaintiffs’ Counsel have adequately represented the interests of the Class in the Action;

c. determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class, and should be approved by the Court;

d. determine whether a Judgment, substantially in the form attached as Exhibit D to the Stipulation, should be entered dismissing the Action with prejudice as against the Defendants;

e. determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved;

f. determine whether the application by Plaintiffs’ Counsel for a Fee and Expense Award should be approved;

g. hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or to the application by Plaintiffs’ Counsel for an award of attorneys’ fees and expenses; and

h. consider any other matters that may properly be brought before the Court in connection with the Settlement.

Plaintiffs' Counsel may petition the Court to award incentive awards to Plaintiffs. Any such incentive award would be paid solely out of the Fee and Expense Award to Plaintiffs' Counsel. Neither the Class nor the Settling Parties will have any separate responsibility with respect to any such incentive award. 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.\[INSERT\].com](http://www.[INSERT].com).

If you are a member of the Class, your rights will be affected by the pending Action and the Settlement, and you may be entitled to share in the Net Settlement Fund. If you have not yet received the Notice, you may obtain a copy of the Notice by contacting the Settlement Administrator toll free at [INSERT]]. A copy of the Notice can also be downloaded from the Settlement website, [www.\[INSERT\].com](http://www.[INSERT].com).

If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund will be distributed on a *pro rata* basis to "Eligible Class Members" in accordance with the proposed Plan of Allocation stated in the Notice or such other plan of allocation as is approved by the Court. Under the proposed Plan of Allocation, "Eligible Class Members" consist of all Class members who were record and/or beneficial owners of Alloy Steel common stock, as of September 17, 2021 (the date of the consummation of the Merger), who received Merger consideration, together with their respective successors and assigns. Pursuant to the proposed Plan of Allocation, each Eligible Class Member will be eligible to receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of Eligible Shares held by the Eligible Class Member and (ii) the "Per-Share Recovery" for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares. As explained in further detail in the Notice, pursuant to the Plan of Allocation, payments from the Net Settlement Fund to Eligible Class Members will be made in the same manner in which Eligible Class Members received the Merger Consideration. Eligible Class Members do not have to submit a claim form to receive a payment from the Settlement.

Any objections to the proposed Settlement, the proposed Plan of Allocation, or Plaintiffs' Counsel's application for an award of attorneys' fees and expenses in connection with the Settlement must be filed with the Register in Chancery in the Court of Chancery of the State of Delaware and delivered to Plaintiffs' Counsel and Defendants' Counsel such that they are *received no later than* _____, 202[], in accordance with the instructions set forth in the Notice.

Please do not contact the Court or the Office of the Register in Chancery regarding this notice. All questions about this notice, the proposed Settlement, or your eligibility to participate in the Settlement should be directed to the Settlement Administrator or Plaintiffs' Counsel.

Requests for the Notice should be made to the Settlement Administrator:

[INSERT]

Inquiries, other than requests for the Notice, should be made to Plaintiffs' Counsel:

OF COUNSEL:

LEVI & KORSINSKY, LLP
Donald J. Enright
Elizabeth K. Tripodi
Jordan A. Cafritz
1101 30th Street, N.W., Suite 115
Washington, DC 20007
(202) 524-4290

ASHBY & GEDDES, P.A.
Stephen E. Jenkins (#2152)
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500 Delaware Avenue, 8th Floor
P.O. Box 1150
Wilmington, DE 19899
(302) 654-1888

Attorneys for Plaintiffs

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

EXHIBIT D

EXHIBIT D

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

KARSAN VALUE FUNDS and)
ROBERT GRUTERS, For Themselves)
and on Behalf of all Others Similarly)
Situated,)
)
Plaintiffs,)
)
v.) C.A. No. 2021-0899-LWW
)
KOSTECKI BROKERAGE PTY LTD,)
MARIA ANASTAZIA KOSTECKI,)
and STEVEN MICHAEL KOSTECKI,)
)
Defendants.)

[PROPOSED] ORDER AND FINAL JUDGMENT

WHEREAS, a stockholder class action is pending in this Court, entitled *Karsan Value Funds v. Kostecki Brokerage Pty Ltd.*, C.A. No. 2021-0899-LWW (the “Action”);

WHEREAS, a Stipulation and Agreement of Compromise and Settlement between Plaintiffs and Defendants dated as of December 11, 2023 (the “Stipulation”) has been entered into by and among: (i) Karsan Value Funds and Robert Gruters (“Plaintiffs”) on behalf of themselves and the class, and (ii) Kostecki Brokerage Pty Ltd., Maria Kostecki, and Steven Kostecki (“Defendants”) (collectively, the “Settling Parties”).

WHEREAS, by Order dated _____, 2023 (the “Scheduling Order”), this Court (i) preliminarily certified the Class solely for purposes of

effectuating the Settlement; (ii) ordered that notice of the proposed Settlement be provided to potential Class Members; (iii) provided Class Members with the opportunity to object to the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's application for an award of attorneys' fees and expenses; and (iv) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, the Court conducted a hearing on _____, 2023 (the "Settlement Hearing") to consider, among other things: (i) whether the Class should be permanently certified by the Court; (ii) whether Plaintiffs may be finally appointed as the representative for the Class and Plaintiffs' Counsel finally appointed as counsel for the Class, and whether Plaintiffs and Plaintiffs' Counsel have adequately represented the interests of the Class in the Action; (iii) whether the terms and conditions of the Settlement are fair, reasonable, and adequate to the Class, and should therefore be approved; (iv) whether a Judgment should be entered dismissing the Action with prejudice as against the Defendants; (v) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; and (vi) whether the application by Plaintiffs' Counsel for an award of attorneys' fees and expenses should be approved; and

WHEREAS, it appearing that due notice of the hearing has been given in accordance with the Scheduling Order; the Settling Parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in

support of the proposed Settlement, Plan of Allocation, and application by Plaintiffs' Counsel for an award of attorneys' fees and expenses; the attorneys for the respective Settling Parties having been heard; an opportunity to be heard having been given to all other Persons requesting to be heard in accordance with the Scheduling Order; the Court having determined that notice to members of the Class was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order and Final Judgment.
2. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement of the Action, as well as personal jurisdiction over all of the Settling Parties and each of the Class Members, and it is further determined that Plaintiffs, Defendants, and the Class, as well as their transferees, heirs, executors, successors, and assigns, are bound by this Order and Final Judgment.
3. The mailing of the Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear (the "Notice"), substantially in the form attached as Exhibit B to the Stipulation, and publication of the Summary Notice of Pendency of Stockholder Class Action and Proposed

Settlement, Settlement Hearing, and Right to Appear (the “Summary Notice”), substantially in the form attached as Exhibit C to the Stipulation, pursuant to and in the manner prescribed in the Scheduling Order is hereby determined to be the best notice practicable under the circumstances and in full compliance with Delaware Court of Chancery Rule 23, the requirements of due process, and all other applicable law and rules.

4. The Court hereby finally certifies, for the purposes of the Settlement only, the Action as a non-opt out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), on behalf of the following class (the “Class”):

All record and beneficial owners of Alloy Steel common stock, as of September 17, 2021 (the date of the consummation of the Merger), who received Merger consideration, together with their respective successors and assigns. Excluded from the Class are the Defendants, their officers, directors and Immediate Family members, and the Appraisal Stockholders.

5. The Court hereby finally appoints Plaintiffs as the representatives for the Class and finally appoints Plaintiffs’ Counsel, as counsel for the Class. Plaintiffs and Plaintiffs’ Counsel have fairly and adequately represented the Class both in terms of litigating the Action and for purposes of entering into and implementing the Settlement.

6. For purposes of settlement only, the Court finds that each element required for certification of the Class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) has been met in that: (a) joinder of the members of the Class (collectively, the “Class Members”) would be impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiffs are typical of the claims of the Class; (d) in connection with the prosecution of the Action and the Settlement, Plaintiffs and Plaintiffs’ Counsel have and will fairly and adequately represent and protect the interests of the Class; and (e) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for the Defendants.

7. The Settlement as provided for in the Stipulation is approved as fair, reasonable, and adequate, and in the best interests of Plaintiffs and the Class.

8. Pursuant to Court of Chancery Rule 23, this Court fully and finally approves the Settlement in all respects, and the Settling Parties are hereby authorized and directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation, and the Register in Chancery is directed to enter and docket this Order and Final Judgment.

9. The Stipulation shall be binding upon and inure to the benefit of the Settling Parties.

10. Upon the Effective Date, Plaintiffs 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 acting for or on behalf of, or claiming under, 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 Defendants from and with respect to every one of the Plaintiffs' Claims, and all claims, liabilities, sanctions, complaints, or other assertions of wrongdoing, known or unknown, arising out of or relating to this Action through the date of the Settlement, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Claims against any of the Defendants.

11. Upon the Effective Date, Defendants, 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 acting for or on behalf of, or claiming under, 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 waived, released and otherwise agreed to forego all claims, liabilities, sanctions, complaints, or other assertions of wrongdoing, known or unknown, arising out of or relating to this Action through the date of the Settlement, including, without limitation, all actions taken by Plaintiffs and Plaintiffs' Counsel in connection with the initiation, prosecution, litigation, or settlement of this Action through the date of the Settlement

12. The Settling Parties represent and agree that the terms of the Settlement were negotiated at arm's length and in good faith, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

13. Plaintiffs' Counsel are hereby awarded attorneys' fees and expenses in the sum of \$_____ (the "Fee and Expense Award"), which sum the Court finds to be fair and reasonable. The Fee and Expense shall be paid solely out of the Settlement Fund. Neither Plaintiffs, nor Plaintiffs' Counsel, nor any Class Member shall make, or assist any other counsel in making, any application for an award of fees, cost, or expenses in any other jurisdiction. The Court further approves and authorizes an incentive award to be paid to plaintiff Karsan Value Funds in the amount of \$_____, and an incentive award to be paid to plaintiff Robert Gruters in the amount of \$_____. These incentive awards shall be paid exclusively out of Plaintiffs' Counsel's Fee and Expense Award.

14. The Court hereby finds and concludes that the formula for the calculation of payments to Class Members as set forth in the Plan of Allocation stated in the Notice provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund among Class Members with due consideration having been given to administrative convenience and necessity.

15. The binding effect of this Order and Final Judgment and the obligations of Plaintiffs, Class Members, and Defendants under the Settlement shall not be conditioned upon or subject to the resolution of any appeal from this Order and Final Judgment that relates solely to the issue of attorneys' fees, costs, and expenses or to any Plan of Allocation.

16. The Settling Parties and all Class Members shall be and are deemed bound by the Stipulation and this Order and Final Judgment. This Order and Final Judgment, shall have *res judicata*, collateral estoppel and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings involving any of the Settling Parties.

17. If the Settlement is terminated as provided in the Stipulation or the Effective Date otherwise fails to occur, (a) this Order and Final Judgment shall be rendered null and void and shall be vacated; (b) all orders entered and releases delivered in connection herewith shall be null and void; (c) all of the Settling Parties shall be deemed to have reverted to their respective litigation statuses as of

immediately prior to the execution of the Stipulation executed on December 11, 2023, and they shall proceed in all respects as if the Stipulation had not been executed and any related orders had not been entered; (d) all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way; (e) the statements made in connection with the negotiation of the Stipulation shall not be deemed to prejudice in any way the positions of any of the Settling Parties with respect to the Action, or to constitute an admission of fact of wrongdoing by any Settling Party, shall not be used or entitle any Settling Party to recover any fees, costs, or expenses incurred in connection with the Action; and (f) no materials created by or received from another Settling Party that were used in, obtained during, or related to settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing party, for any other purpose or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery in the Action or in any other litigation.

18. Neither the Stipulation nor the fact of or any terms and conditions of the Settlement, nor any communications relating thereto, are evidence, or a presumption, admission, or concession by: (a) Defendants as to (i) the truth of any fact alleged by Plaintiffs; (ii) the validity of any Claims or other issues raised, or which might be or might have been raised, in the Action or in any other litigation;

(iii) the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies; or (b) Plaintiffs that any of their Claims are without merit or had any infirmities whatsoever, that any of the Defendants had meritorious defenses, or that damages recoverable from the Defendants under the Complaint would not have exceeded the Settlement Amount . Neither the Stipulation, nor any of their terms, conditions, and provisions, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statements in connection therewith, shall (a) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts, or omissions, or of any infirmity of any defense, or of any damage to Plaintiffs or any Class Member; (b) otherwise be used to create or give rise to any inference or presumption against any of the Defendants concerning any fact alleged or that could have been alleged, or any claim asserted or that could have been asserted in the Action, or of any purported liability, fault, or wrongdoing of the Defendants or of any injury or damages to any Person; (c) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an

admission, concession, presumption, proof, evidence, or a finding that any of Plaintiffs' claims are without merit, that any of the Defendants had meritorious defenses, or that damages recoverable from the Defendants under the Complaint would not have exceeded the Settlement Amount; or (d) be admissible, referred to, interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any Person in the Action, or in any other suit, action, or proceeding whatsoever, whether civil, criminal, or administrative; *provided, however,* that the Stipulation and/or this Order and Final Judgment may be introduced in any suit, action, or proceeding, whether in this Court or otherwise, as may be necessary to argue that the Stipulation and/or this Order and Final Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect, to otherwise consummate or enforce the Stipulation, Settlement, and/or this Order and Final Judgment. This provision shall remain in force in the event that the Settlement is terminated for any reason whatsoever.

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

20. Without further order of the Court, the Settling Parties may agree to and adopt such amendments, modifications, and expansions of the Stipulation and/or any

of the Exhibits attached thereto to effectuate the Settlement that are not materially inconsistent with this Order and Final Judgment.

21. Without affecting the finality of this Order and Final Judgment in any way, the Court reserves jurisdiction over all matters relating to the administration and consummation of the Settlement.

22. All claims asserted in Action as against the Defendants are hereby dismissed with prejudice, on the merits, and without fees, costs, or expenses (except as provided in the Stipulation).

Dated: _____, 2024

Vice Chancellor Lori W. Will