



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

GEORGE ASSAD and)
CHRISTOPHER L. BEUER,)
)
Plaintiffs,)
v.)
)
TPG INC., TPG CANNES) C.A. No. 2023-0096-LWW
AGGREGATION, L.P., SHARAD S.)
MANSUKANI, PAUL V.)
CAMPANELLI, STEPHEN C.)
FARRELL, and W. CARL)
WHITMER,)
)
Defendants.)

STIPULATION AND AGREEMENT OF SETTLEMENT, COMPROMISE, AND RELEASE

This Stipulation and Agreement of Settlement, Compromise, and Release (with the Exhibits hereto, the “Stipulation”), in the above-captioned action (the “Action”) is made and entered into as of March 29, 2024, by and among: (i) plaintiffs George Assad (“Assad”) and Christopher L. Beuer (“Beuer,” and together with Assad, “Plaintiffs”), on behalf of themselves and the Class (defined below); and (ii) defendants TPG Inc. and TPG Cannes Aggregation, L.P. (collectively, the “TPG Defendants”), Sharad S. Mansukani (“Mansukani”), Paul V. Campanelli (“Campanelli”), Stephen C. Farrell (“Farrell”), and W. Carl Whitmer (“Whitmer”) (the “Individual Defendants,” and together with the TPG Defendants, the

“Defendants,” and together with Plaintiffs, the “Parties”). This Stipulation is submitted pursuant to Court of Chancery Rule 23.

This Stipulation states all of the terms of the Settlement and resolution of the claims asserted in the Action and is intended to fully, finally, and forever release, resolve, compromise, settle, and discharge the Released Plaintiffs’ Claims (defined below) and the Released Defendants’ Claims (defined below), subject to the approval of the Court.

WHEREAS:

A. On June 21, 2022, TPG (as defined herein) and Convey Health Solutions, Inc. (“Convey” or the “Company”) announced that they had entered into an Agreement and Plan of Merger (the “Merger Agreement”) pursuant to which TPG Cannes Aggregation, L.P., Convey’s majority stockholder, would acquire the remaining shares of Convey that it did not already own for \$10.50 per share in cash (the “Transaction”). TPG Cannes Aggregation, L.P. approved the Transaction by written consent.

B. On August 2, 2022, Beuer served Convey with a demand to inspect Convey’s books and records, pursuant to 8 *Del. C.* § 220 (“Section 220”), to which Convey responded on August 9, 2022.

C. On August 10, 2022, Beuer filed a lawsuit in the Court, pursuant to Section 220, captioned *Christopher L. Beuer v. Convey Health Solutions Holdings,*

Inc., C.A. No. 2022-0707-LWW (Del. Ch.) (the “Beuer Section 220 Action”).

D. On August 9, 2022 and August 12, 2022, respectively, stockholders Christine Carr and Joel Newman served Convey with demands to inspect Convey’s books and records pursuant to Section 220, to which Convey timely responded.

E. On August 17, 2022, Assad and Carr served Convey with a demand to inspect Convey’s books and records, pursuant to Section 220, to which Convey responded on September 1, 2022.

F. On August 24, 2022, Newman filed a lawsuit in the Court, pursuant to Section 220, captioned *Joel Newman v. Convey Health Solutions Holdings, Inc.*, C.A. No. 2022-0754-LWW (Del. Ch.) (the “Newman Section 220 Action”).

G. On September 1, 2022, Convey filed the Definitive Information Statement (the “Information Statement”) with the U.S. Securities and Exchange Commission in connection with the Transaction.

H. On September 19, 2022, Assad and Carr filed a lawsuit in the Court, pursuant to Section 220, captioned *George Assad, et al. v. Convey Health Solutions Holdings, Inc.*, C.A. No. 2022-0835-LWW (Del. Ch.) (the “Assad Section 220 Action,” and together with the Beuer Section 220 Action and the Newman Section 220 Action, the “220 Actions”).

I. On October 7, 2022, the Transaction closed.

J. On December 5, 2022, Assad dismissed the Assad Section 220 Action after reaching an agreement with the Company to resolve that action.

K. On December 16, 2022, Beuer and Newman dismissed the Beuer Section 220 Action and Newman Section 220 Action after reaching an agreement with the Company to resolve those actions.

L. On January 27, 2023, Plaintiffs filed the Verified Class Action Complaint (the “Complaint”) in this Action, alleging that Defendants and former defendants Todd B. Sisitsky (“Sisitsky”) and Katherine Wood (“Wood,” and together with Sisitsky, the “Former Defendants”) breached their fiduciary duties to the Company’s minority stockholders in connection with the Transaction.

M. On February 23, 2023, Plaintiffs served their First Set of Interrogatories Directed to All Defendants and their First Set of Requests for the Production of Documents Directed to All Defendants.

N. On March 24, 2023, Plaintiffs, Defendants, and Former Defendants filed with the Court a Stipulation and Proposed Order providing for the dismissal of Former Defendants from the Complaint without prejudice. The Stipulation and Proposed Order provided that Former Defendants would submit to discovery, be subject to service of process, and make themselves available to testify at any trial, hearing, or other Court proceeding in the Action. The Court granted the Stipulation and Proposed Order on March 27, 2023.

O. Also on March 27, 2023, Defendants Campanelli and Whitmer filed their joint Answer to the Complaint. Separately, the TPG Defendants, Mansukani, and Farrell filed their joint Answer and Affirmative Defenses to the Complaint.

P. Between April 6, 2023 and April 27, 2023, Defendants and Former Defendants served their Responses and Objections to Plaintiffs' First Set of Interrogatories and First Set of Requests for the Production of Documents.

Q. Between April 24, 2023 and July 13, 2023, Plaintiffs served sixteen subpoenas on third parties, including (i) Sauce Labs Inc.; (ii) PSP Investments Credit USA LLC; (iii) New Mountain Capital, LLC; (iv) Evercore Group LLC; (v) Eir Partners LLC; (vi) Centerview Partners LLC; (vii) Centerview Capital Technology Fund-A; (viii) Centerview Capital Technology Fund (Delaware) LP; (ix) Ares Capital Management LLC; (x) Deloitte Touche Tohmatsu Limited; (xi) Deloitte Tax LLP; (xii) Deloitte & Touche LLP; (xiii) Davis Polk & Wardwell LLP; (xiv) Simpson Thacher & Bartlett LLP; (xv) Cravath, Swaine & Moore LLP; and (xvi) Convey Health Solutions, Inc.

R. On April 25, 2023, Plaintiffs served their Second Set of Interrogatories Directed to All Defendants.

S. Between June 2, 2023 and June 8, 2023, Defendants and Former Defendants served their Responses and Objections to Plaintiffs' Second Set of Interrogatories.

T. On August 21, 2023, Defendants served their First Request for Production of Documents and First Interrogatories Directed to All Plaintiffs.

U. On September 27, 2023, Plaintiffs served their Responses and Objections to Defendants' First Request for Production of Documents and Plaintiffs' Responses and Objections to Defendants' First Interrogatories.

V. On December 20, 2023, Lead Counsel deposed Defendant Campanelli.

W. As of the date of this Stipulation, Plaintiffs have obtained and reviewed approximately 27,000 documents (over 240,000 pages) from Defendants, Former Defendants, Convey, and third parties.

X. On January 3, 2024 and January 5, 2024, respectively, Assad produced 814 pages of documents and Beuer produced 392 pages of documents to Defendants.

Y. On January 12, 2024, Plaintiffs served an additional subpoena on each of Davis Polk & Wardwell LLP and Simpson Thacher & Bartlett LLP.

Z. On January 17, 2024, Plaintiffs, Defendants, and Former Defendants participated in an in-person mediation before David M. Murphy of Phillips ADR ("Mr. Murphy") following the exchange of opening, answering, and reply mediation briefs. The full-day mediation session did not conclude with a settlement.

AA. On January 23, 2024, Mr. Murphy delivered a mediator's proposal for purposes of resolving the Action.

BB. On January 26, 2024, Plaintiffs and Defendants accepted Mr. Murphy's

mediator's proposal and reached an agreement to settle the Released Plaintiffs' Claims for \$19,500,000 in cash, subject to Court approval. Plaintiffs and Defendants subsequently negotiated and on February 27, 2024 executed a term sheet (the "Term Sheet") setting forth additional settlement terms reflected in this Stipulation.

CC. This Stipulation is intended to fully, finally, and forever release, relinquish, settle, and discharge the Released Plaintiffs' Claims and the Released Defendants' Claims with prejudice.

DD. This Stipulation is not, and shall not be construed as or deemed to be evidence of, an admission as to the merit or lack of merit of any claims or defenses that were asserted or could have been asserted in the Action.

EE. Plaintiffs continue to believe that their claims have legal merit, 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 Lead Counsel (defined below) have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Released Plaintiffs' Claims; (ii) the probability of success on the merits of the Released Plaintiffs' Claims; (iii) problems of proof associated with, and possible defenses to, the Released Plaintiffs' Claims and the probability of recovering damages; (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 Released Plaintiffs'

Claims against Defendants and Former Defendants through trial and appeals; and (vi) the conclusion of Plaintiffs and Lead 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 Released Plaintiffs' Claims on the terms set forth herein.

FF. Based on Lead Counsel's extensive review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Lead Counsel believe that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon Lead Counsel's evaluation, as well as Plaintiffs' own evaluation, Plaintiffs have determined that the Settlement is in the best interests of the Class and have agreed to the terms and conditions set forth herein.

GG. Defendants, Former Defendants, and Convey deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever alleged in this Action, and make no admission of liability or any form of wrongdoing whatsoever. Defendants and Former Defendants enter into this Stipulation solely because they consider it desirable that the Released Plaintiffs' Claims be settled and dismissed with prejudice to (i) eliminate the uncertainty, burden, inconvenience, distraction, and expense of further litigation, and (ii) finally and forever put to rest, resolve, and terminate the Released Plaintiffs' Claims.

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by Plaintiffs, for themselves and on behalf of the Class, and Defendants, that, subject to the approval of the Court and pursuant to Court of Chancery Rule 23, for the good and valuable consideration set forth herein, the Released Plaintiffs' Claims and Released Defendants' Claims shall be fully, finally, and forever released, relinquished, settled, and discharged with prejudice as to the Released Defendant Parties and the Released Plaintiff Parties, in the manner and upon the terms and conditions set forth herein.

I. Definitions

In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms used in this Stipulation and any exhibits attached hereto shall have the meanings specified below:

(a) "Account" means the account that is to be maintained by the Administrator and into which the Settlement Consideration shall be deposited.

(b) "Administrative Costs" means all costs, fees, and expenses incurred in connection with providing notice of the Settlement to the Class, locating Class Members, administering the Settlement, distributing the Settlement Fund, paying escrow taxes, fees and costs, if any, and otherwise administering or carrying out the terms of the Settlement. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Notice,

reimbursements to nominee owners for forwarding the notice to their Eligible Beneficial Owners, and the administrative expenses incurred and fees charged by the Administrator in connection with providing notice and administering the Settlement.

(c) “Administrator” means the settlement administrator selected by Lead Counsel to provide notice to the Class and administer the Settlement.

(d) “Class” means a non-opt out class, for Settlement purposes only, and pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2), of all former holders of Convey common stock at any time between announcement of the June 20, 2022 Agreement and Plan of Merger between Convey and TPG through the Closing of the Transaction, together with their successors and assigns. Excluded from the Class are (i) Defendants and Former Defendants in this Action; and (ii) any Person, firm, trust, corporation, or other entity related to or affiliated with any of Defendants or Former Defendants (collectively, the “Excluded Persons”).

(e) “Class Member” means a member of the Class.

(f) “Closing” means the consummation of the Transaction on October 7, 2022.

(g) “Court” means the Court of Chancery of the State of Delaware.

(h) “Defendants’ Counsel” means the law firms Davis Polk & Wardwell LLP; Morris, Nichols, Arsht & Tunnell LLP; Simpson Thacher & Bartlett

LLP; Ross Aronstam & Moritz LLP; Cravath, Swaine & Moore LLP; and Richards, Layton & Finger P.A.

(i) “DTC Participants” means the participants of the Depository Trust Company (“DTC”) for whom Cede & Co., Inc. (“Cede”), as nominee for DTC, was the holder of record of Convey common stock at the time such shares were paid the Transaction Consideration pursuant to the terms of the Merger Agreement.

(j) “Effective Date” means the first business day following the date the Judgment becomes Final.

(k) “Eligible Beneficial Owner” means the ultimate beneficial owner of any shares of Convey common stock held of record by Cede at the time such shares were converted into the right to receive the Transaction Consideration in connection with the Closing, provided that no Excluded Person may be an Eligible Beneficial Owner.

(l) “Eligible Record Holder” means the record holder of any shares of Convey common stock, other than Cede, at the time such shares were converted into the right to receive the Transaction Consideration in connection with the Closing, provided that no Excluded Person may be an Eligible Record Holder.

(m) “Fee and Expense Award” means an award to Lead Counsel of fees and expenses to be paid from the Settlement Fund, approved by the Court and in full satisfaction of all claims for attorneys’ fees and any other expenses or costs

that have been, could be, or could have been asserted by Lead Counsel or any other counsel, or any Class Member in connection with the Released Plaintiffs' Claims and the Settlement.

(n) "Final," when referring to the Judgment, means the later of (i) entry of the Judgment and the expiration of any time for appeal, reconsideration, reargument, rehearing, or other review of the Judgment, or (ii) if any appeal or application for reconsideration, reargument, or rehearing is filed and not dismissed or withdrawn, issuance of a decision upholding the Judgment in all material respects, which is no longer subject to appeal, reconsideration, reargument, or rehearing, and the expiration of all times for the filing of any petition for reconsideration, reargument, rehearing, appeal, or review of the Judgment or any order affirming the Judgment; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of the Fee and Expense Award, or to the allocation or distribution of the Net Settlement Fund (including the Plan of Allocation), shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit, or otherwise affect the Judgment, or prevent, limit, delay, or hinder entry of the Judgment.

(o) "Judgment" means the Order and Final Judgment to be entered in the Action, in all material respects in the form attached as Exhibit C hereto.

(p) “Lead Counsel” means the law firms of Block & Leviton LLP, Prickett, Jones & Elliott, P.A., Friedman Oster & Tejtel PLLC, and Kessler Topaz Meltzer & Check, LLP.

(q) “Net Settlement Fund” means the Settlement Fund as defined herein less (i) any Fee and Expense Award; (ii) Administrative Costs; (iii) Taxes and Tax Expenses; and (iv) any other Court-approved deductions.

(r) “Notice” means the Notice of Pendency and Proposed Settlement of Class Action substantially in the form attached hereto as Exhibit B.

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

(t) “Plan of Allocation” means the manner in which the Net Settlement Fund will be distributed, as set forth in Section II.B and the Notice, or otherwise approved by the Court.

(u) “Released Claims” means the Released Plaintiffs’ Claims and the Released Defendants’ Claims.

(v) “Released Defendant Parties” means Defendants, Former Defendants, and Convey, as well as their respective successors-in-interest,

successors, predecessors-in-interest, predecessors, representatives, current and former stockholders, members, parents, subsidiaries, affiliates, funds, directors, officers, employees, agents, insurers, reinsurers, counselors, attorneys, advisors, financial advisors, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any Person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns.

(w) “Released Defendants’ Claims” means, as against the Released Plaintiff Parties, all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under state, federal, common, local, statutory, regulatory, foreign or other law or rule that arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of the claims asserted in the Action, except for claims to enforce the Term Sheet or this Stipulation.

(x) “Released Parties” means Released Plaintiff Parties and Released Defendant Parties.

(y) “Released Plaintiff Parties” means Plaintiffs, all other Class Members, and Lead Counsel.

(z) “Released Plaintiffs’ Claims” means, as against the Released Defendant Parties, all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule, that both (i) arise from Plaintiffs’ and Class Members’ capacity as former Convey stockholders; and (ii) are related to the Transaction or this Action, including all allegations therein, except for claims to enforce the Term Sheet or this Stipulation.

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

(bb) “Settlement” means the settlement contemplated by this Stipulation.

(cc) “Settlement Consideration” means a total of \$19,500,000.00 in cash. The Settlement Consideration is an all-in settlement number, meaning that it includes not only amounts to resolve claims and allegations in the Action but also all attorneys’ fees, and Administrative Costs, as well as any other costs, expenses, or fees of any kind whatsoever associated with the resolution of the Action.

(dd) “Settlement Fund” means the principal amount of \$19,500,000.00 in cash, plus any interest that may accrue on that sum after it is deposited in the Account.

(ee) “Settlement Hearing” means the hearing to be held by the Court under Delaware Court of Chancery Rule 23 to consider, among other things, final approval of the Settlement, certification of the Class for Settlement purposes, and whether and in what amount any award of attorneys’ fees and expenses should be paid to Lead Counsel.

(ff) “Settlement Payment Recipients” means all Eligible Beneficial Owners and all Eligible Record Holders. For the avoidance of doubt, Settlement Payment Recipients excludes Excluded Persons.

(gg) “Tax Expenses” means the expenses and costs incurred in connection with the calculation and payment of Taxes or the preparation of tax returns and related documents, including expenses of tax attorneys and/or accountants and mailing and distribution costs relating to filing (or failing to file) the returns described in Section II.B.

(hh) “Taxes” means all federal, state, and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund.

(ii) “TPG” means TPG Inc., TPG Cannes Aggregation, L.P., and each and all of TPG Inc.’s and TPG Cannes Aggregation, L.P.’s respective past or present partners, officers, directors, employees, subsidiaries, parents, affiliates, funds, insurers, co-insurers or reinsurers, and attorneys.

(jj) “Transaction Consideration” means the payment of \$10.50 per share in cash to Convey’s stockholders at Closing as set forth in the Merger Agreement.

(kk) “Unknown Claims” means any claims that a releasing Person does not know or suspect exists in his, her, or its favor at the time of the release of the Released Plaintiffs’ Claims and Released Defendants’ Claims, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiffs’ Claims and Released Defendants’ Claims, upon the Effective Date, Plaintiffs and Defendants shall expressly waive, and each of the Class Members and Released Defendant Parties shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that they may

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

II. Settlement Consideration

A. The Settlement Fund

1. In consideration for the full and final release, settlement, and discharge of the Released Plaintiffs' Claims, the Parties have agreed as follows:

(a) Defendants shall pay or cause their respective insurers to pay the Settlement Consideration.

(b) Defendants' sole monetary obligation under the Settlement shall be to cause to be paid the Settlement Consideration, and those paying parties shall not be liable for any other amounts.

(c) The TPG Defendants shall deposit or cause to be deposited \$500,000.00 into the Account specified by Lead Counsel no later than fifteen (15) business days after execution of this Stipulation (the "First Payment"); and (ii) Defendants shall pay or cause to be paid \$19,000,000.00 into the Account no later than two (2) business days before the Settlement Hearing (the "Second Payment"), provided that Lead Counsel shall have provided a W9 and wiring instructions to Defendants' Counsel in advance.

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

(e) The Settlement Fund shall be used (i) to pay all Administrative Costs; (ii) to pay any Fee and Expense Award; (iii) to pay any Taxes and Tax Expenses; and (iv) following the payment of (i), (ii), and (iii) herein, for subsequent disbursement of the Net Settlement Fund to the Settlement Payment Recipients as provided in Section II.B herein or such other plan of allocation as may be approved by the Court.

(f) Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Lead Counsel may pay from the Settlement Fund, without order of the Court, all reasonable costs and expenses actually incurred providing notice of the Settlement to the Class. After the Effective Date, Administrative Costs may be paid pursuant to an administrative order by the Court.

(g) In the event that the Settlement is not approved by the Court or does not become Final, the First Payment and the Second Payment, less any amounts expended for approved Notice costs, shall be returned to Defendants, in proportion to their contributions, with any interest earned thereon. For the avoidance of doubt, funds that have actually been disbursed to fund Administrative Costs shall not be returned by Plaintiffs or Lead Counsel and neither Plaintiffs nor Lead Counsel shall have any obligation to repay those costs and expenses.

B. Distribution of the Settlement Fund

2. Following the Effective Date, the Net Settlement Fund will be allocated and distributed by the Administrator on a per-share basis among the Settlement Payment Recipients. Each Settlement Payment Recipient will receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of “Eligible Shares” held by the Settlement Payment Recipient, where Eligible Shares are shares held by the Settlement Payment Recipient at Closing and for which the Settlement Payment Recipient received or was entitled to receive the Transaction

Consideration, 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. For the avoidance of doubt, the Net Settlement Fund will be paid to the holders of Convey common stock whose shares were converted into the right to receive Transaction Consideration in connection with the Closing, other than Excluded Persons.

3. Lead Counsel and the Administrator shall obtain from DTC a copy of the allocation report or any similar document or data used by DTC to distribute the Transaction Consideration and any additional information necessary to identify: (i) all DTC Participants who received the Transaction Consideration in exchange for Convey common stock in connection with the Closing; (ii) the number of shares as to which each DTC Participant received payment (and/or the amount of consideration each DTC Participant received); and (iii) the correct address or other contact information used to communicate with the appropriate representatives of each DTC Participant that received Transaction Consideration (collectively, the “DTC Information”). Defendants and Defendants’ Counsel shall make commercially reasonable efforts to cooperate with Lead Counsel and the Administrator as reasonably necessary to cause DTC to provide the DTC Information.

4. No later than ten (10) calendar days after execution of this Stipulation, Defendants shall provide to Lead Counsel and the Administrator, at no cost to the Settlement Fund, Plaintiffs, Lead Counsel, or the Administrator, a copy of Convey's list of stockholders of record used by Convey to distribute the Transaction Consideration and any additional information necessary to identify all record holders of Convey common stock who received the Transaction Consideration in exchange for Convey common stock in connection with the Transaction, the number of shares as to which each record holder received payment (and/or the amount of consideration each record holder received), and the correct address or other contact information used to communicate with the appropriate representatives of each record holder that received the Transaction Consideration (collectively, the "Record Holder Information").

5. With respect to Convey common stock held of record at Closing by DTC through its nominee Cede, provided that the Administrator first receives the necessary DTC Information, the Administrator shall cause the relevant portion of the Net Settlement Fund to be allocated to Eligible Beneficial Owners who held their shares through DTC Participants to be paid directly to the DTC Participants. The Net Settlement Fund will be allocated and distributed to the DTC Participants by paying each the Per-Share Recovery multiplied by its respective Closing Security Position (defined herein). For each DTC Participant, the "Closing Security Position"

means the number of shares of Convey common stock reflected on the DTC allocation report used by DTC to pay the Transaction Consideration, less any shares that were held by an Excluded Person at the time of the Transaction. The DTC Participants and their respective customers, including any intermediaries, shall then ensure *pro rata* payment to each Eligible Beneficial Owner in accordance with each Eligible Beneficial Owner's "Closing Beneficial Ownership Position," which means, for each Eligible Beneficial Owner, the number of shares of Convey common stock beneficially owned by such Eligible Beneficial Owner as of Closing, for which the Eligible Beneficial Owner received payment of the Transaction Consideration, in a similar manner to that in which the DTC Participants paid the Transaction Consideration in connection with the Transaction.

6. Defendants, as to themselves, and Defendants' Counsel, as to their respective clients, agree to reasonably cooperate with Lead Counsel and the Administrator to provide the information necessary for Notice and Administration, including providing information from the Excluded Persons and, as applicable, the relevant DTC Participants in order to ensure that no portion of the Net Settlement Fund is distributed to any Excluded Person, including information sufficient to identify the names and mailing addresses for each Excluded Person, the number of shares of Convey common stock beneficially owned by each Excluded Person as of Closing, the DTC Participant or non-Cede record holder through which such shares

were held as of Closing, and enable any relevant DTC Participant to identify and exclude from payment all shares of Convey common stock beneficially owned by each Excluded Person as of Closing (collectively, the “Excluded Person Information”). In addition to the foregoing, Lead Counsel may request from Defendants any additional information as may be reasonably required to distribute the Net Settlement Fund to Settlement Payment Recipients and to ensure that the Net Settlement Fund is paid only to Settlement Payment Recipients and not to Excluded Persons, and Defendants agree to provide their good-faith cooperation in procuring and providing such information to the extent that it has not already been provided and solely to the extent that it is known or reasonably knowable, or otherwise reasonably identifiable, by Defendants.

7. Defendants and any other Excluded Person 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.

8. With respect to Convey common stock held of record at Closing other than by Cede, as nominee for DTC (a “Closing Non-Cede Record Position”), the payment with respect to each Closing Non-Cede Record Position shall be made by

the Administrator from the Net Settlement Fund directly to the record owner of each Closing Non-Cede Record Position in an amount equal to the Per-Share Recovery times the number of shares of Convey common stock comprising such Closing Non-Cede Record Position.

9. For the avoidance of doubt, to the extent that any record owner, any DTC Participants, or their respective customers, including any intermediaries, took or permitted actions that had the effect of increasing the number of shares of Convey common stock entitled to payment of the Transaction Consideration, whether through permitting naked short-selling or the cash settlement of short positions or through any other means (“Increased Transaction Consideration Entitlements”), such record owner, DTC Participants, or their respective customer (including intermediaries) shall be responsible for paying to the ultimate beneficial owners of such Increased Transaction Consideration Entitlements an amount equal to the Per-Share Recovery times the number of Increased Transaction Consideration Entitlements.

10. For the avoidance of doubt, a Person or entity who acquired shares of Convey common stock on or before October 7, 2022, but had not settled those shares at the Transaction’s Closing (“Non-Settled Shares”) (except an Excluded Person) shall be treated as an Eligible Beneficial Owner with respect to those Non-Settled Shares, and a Person who sold those Non-Settled Shares on or before October 7,

2022 shall not be treated as an Eligible Beneficial Owner with respect to those Non-Settled Shares. Payment from the Net Settlement Fund made pursuant to and in the manner set forth above shall be deemed conclusive of compliance with this Stipulation.

11. In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (*i.e.*, more than six months from the check's issue date), the DTC Participants or the holder of a Closing Non-Cede Record Position shall follow their respective policies with respect to further attempted distribution or escheatment.

12. If there is any balance remaining in the Net Settlement Fund six (6) months after distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, amounts returned by Excluded Persons who erroneously receive settlement payments, or otherwise), the Administrator shall, if feasible, distribute such balance among the Settlement Payment Recipients who received and deposited the initial distribution, in the same manner as the initial distribution. If the cost of making such a further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, Lead Counsel may file a motion for an administrative order instructing the Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated expenses, to the Delaware Combined Campaign for Justice. Neither the

Released Defendant Parties nor their indemnitors or insurers shall have any reversionary interest in the Net Settlement Fund.

13. Lead Counsel shall be solely responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund, subject to Court approval. Lead Counsel believes that this proposed administration and distribution represents a fair and efficient means of applying the Settlement Consideration towards the resolution of all the claims and damages alleged in the Action. The Net Settlement Fund shall be distributed to Settlement Payment Recipients only after the Effective Date of the Settlement and after all Administrative Costs, all Taxes and Tax Expenses, and any Fee and Expense Award have been paid from the Settlement Fund or reserved.

14. Payment pursuant to the Plan of Allocation shall be final and conclusive against all Class Members. Plaintiffs, the Released Defendant Parties, and their respective counsel shall have no liability whatsoever for the determination, administration, or investment of the Settlement Fund or the Net Settlement Fund; the calculation or distribution of any payment from the Settlement Fund or Net Settlement Fund; the performance or nonperformance of the Administrator, any DTC Participants, or any nominee holding shares on behalf of a Class Member; the determination, administration, payment, or withholding of Taxes (including interest

and penalties) owed by the Settlement Fund; or any losses incurred in connection with any of the foregoing.

15. The plan of allocation proposed in this Stipulation is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. No Party can cancel or terminate the Settlement (or this Stipulation) based on the Court's or any appellate court's ruling with respect to the Plan of Allocation in this Action. Defendants shall not object in any way to the Plan of Allocation in this Action and shall not have any involvement with the application of the Plan of Allocation except as explicitly provided herein.

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

17. Defendants and Former Defendants shall have no input, responsibility, or liability for any claims, payments, or determinations by the Administrator concerning the distribution of the Settlement Fund, except to use efforts to provide information as required in ¶¶ 3, 4, and 6 hereof.

III. The Releases and Scope of Settlement

18. The Judgment shall provide for the dismissal of the Action with prejudice, on the merits and without costs, except as provided herein.

19. As of the Effective Date, the Released Parties shall be deemed to be released and forever discharged from all of the Released Claims.

IV. Class Certification

20. Defendants stipulate for Settlement purposes only to (i) certification of the Class as a non-opt-out class, pursuant to Court of Chancery Rules 23(a) and 23(b)(1) and 23(b)(2); and (ii) the appointment of Plaintiffs as class representatives for the Class, and to the appointment of Lead Counsel as counsel for the Class.

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

V. Submission of the Settlement to the Court for Approval

22. As soon as practicable after this Stipulation has been executed, Plaintiffs and Defendants shall jointly apply to the Court for entry of the Scheduling Order substantially in the form attached hereto as Exhibit A, providing for, among other things: (a) the dissemination of the Notice, which includes a Plan of Allocation, substantially in the form attached hereto as Exhibit B; and (b) the scheduling of the Settlement Hearing to consider: (i) the proposed Settlement; (ii) the joint request of the Parties that the Judgment be entered in all material respects in the form attached

hereto as Exhibit C; (iii) Lead Counsel's Fee Application (defined below); and (iv) any objections to any of the foregoing. The Parties agree to take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order.

23. The Parties and each of their respective attorneys agree to (i) use their individual and collective best efforts to obtain Court approval of the Stipulation; (ii) 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 Stipulation provided for hereunder and the entry of the Judgment; and (iii) cooperate fully with one another in seeking the Court's approval of this Stipulation, to jointly request at the Settlement Hearing that the Judgment be entered, and to take all reasonable and appropriate steps to obtain a Final Judgment in all material respects in the form attached hereto as Exhibit C.

VI. Conditions of Settlement

24. This Settlement shall be subject to the following conditions, which the Parties shall use their best efforts to effectuate:

(a) the entry of the Scheduling Order in all material respects in the form attached hereto as Exhibit A;

(b) the entry of the Judgment in all material respects in the form attached hereto as Exhibit C, including Releases substantially in the form set out herein, and dismissal of the Action with prejudice as to Defendants;

(c) the certification of the Class as a non-opt-out class;

(d) the deposit of the Settlement Consideration in the Account in accordance with ¶ 1; and

(e) the occurrence of the Effective Date.

VII. Attorneys' Fees and Expenses

25. Lead Counsel will apply for an award of attorneys' fees in an amount not to exceed 25% of the Settlement Fund as well as reimbursement of litigation expenses (the "Fee Application"). Lead Counsel's Fee Application has not been discussed by, and is not the subject of any agreement between, Defendants and Lead Plaintiffs other than what is set forth in this Stipulation. Any Fee and Expense Award shall be determined by the Court.

26. The Fee and Expense Award shall be payable to Lead Counsel from the Settlement Fund immediately upon entry of an order by the Court granting the Fee and Expense Award and approving the Settlement. In the event that (i) the Effective Date does not occur, (ii) this Stipulation is disapproved, canceled, or terminated pursuant to its terms, (iii) the Settlement otherwise does not become Final for any reason, or (iv) the Fee and Expense Award is disapproved, reduced, reversed, or

otherwise modified, as a result of any further proceedings, including any successful collateral attack, then Lead Counsel shall, within ten (10) business days after Lead Counsel receives notice of any such failure of the Effective Date to occur, termination of this Stipulation, failure of the Settlement to become Final, or disapproval, reduction, reversal, or other modification of the Fee and Expense Award, return to the Account, as applicable, either the entirety of the Fee and Expense Award or the difference between the attorneys' fees and expenses awarded by the Court in the Fee and Expense Award, and any attorneys' fees and expenses ultimately and finally awarded on appeal, further proceedings on remand, or otherwise. For the avoidance of doubt, no Court order or reversal on appeal of any order concerning the Plan of Allocation or the Fee and Expense Award shall operate to terminate or cancel this Stipulation and/or the Settlement, or constitute grounds for termination or cancellation of this Stipulation and/or the Settlement.

27. Lead Counsel warrants that no portion of any Fee and Expense Award shall be paid to Plaintiffs or any Class Member, except as approved by the Court.

28. The Released Defendant Parties shall have no input into, or responsibility or liability for, the allocation by Lead Counsel of the Fee and Expense Award.

VIII. Account and Taxes

29. The Parties agree as follows:

(a) The Settlement Fund will be treated as a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1, and the regulations promulgated thereunder. The Settlement Fund shall be established pursuant to the Court’s subject matter jurisdiction within the meaning of Treas. Reg. §1.468B-1(c)(1). In addition, the Administrator shall timely make or cause to be made such elections as necessary or advisable to carry out the provisions of this paragraph, including the “relation-back election” (as defined in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

(b) For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” (as defined in Treas. Reg. §1.468B-2(k)(3)) shall be the Administrator. The Administrator shall timely and properly file, or cause to be timely and properly filed, all informational and other federal, state, or local tax returns necessary or advisable

with respect to the earnings on the Settlement Fund (including the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the elections described in ¶ 29(a) hereof) shall be consistent with this paragraph and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶ 29(c) hereof.

(c) Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Administrator out of the Settlement Fund without prior order from the Court, and the Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Settlement Payment Recipients any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(l)(2)). Neither the Released Defendant Parties nor their counsel shall have any responsibility or liability for any Taxes, Tax Expenses, administration of Taxes and Tax Expenses, or any acts or omissions of the Administrator (or its agents), as the escrow agent. The Parties hereto agree to cooperate with the Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph.

IX. Termination of Settlement; Effect of Termination

30. Plaintiffs or Defendants shall have the right (but not the obligation) to terminate the Settlement and this Stipulation by providing written notice of their election to do so to all other parties to this Stipulation within ten (10) business days of (a) the Court's declining to enter the Scheduling Order in any material respect; (b) the Court's declining to enter the Judgment approving the Settlement, in any material respect; (c) modification or reversal of the Judgment approving the Settlement, in any material respect, on or following reargument, reconsideration, rehearing, appellate review, remand, collateral attack, or other proceedings; or (d) failure to satisfy any of the other conditions of Section VI.

31. Neither modification nor a reversal on appeal of the Fee and Expense Award or the Plan of Allocation shall be deemed a material modification of the Judgment or this Stipulation, shall operate to terminate or cancel this Stipulation and/or the Settlement, or shall constitute grounds for termination or cancellation of this Stipulation and/or the Settlement.

32. If either: (a) the Effective Date does not occur, (b) this Stipulation is disapproved, canceled, or terminated pursuant to its terms, or (c) the Settlement otherwise does not become Final for any reason, then (i) the Settlement and this Stipulation (other than this Section, ¶ 30 and Sections X-XI) 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 respecting the Released Plaintiffs' Claims shall revert to their status before the Settlement; (vi) Plaintiffs and Defendants shall proceed in all respects as if the Term Sheet, Settlement and this Stipulation (other than this Section) had not been entered into; and (vii) the Settlement Consideration (including any accrued interest thereon in the Account), less any Administrative Costs and Taxes and Tax Expenses actually incurred and paid or payable, and including any Fee and Expense Award or portion thereof required to be returned to the Account by Lead Counsel pursuant to ¶ 26 above, shall be refunded by the Administrator from the Account, within thirty (30) calendar days after such cancellation or termination, directly to the parties who made payments pursuant to ¶ 1(a) in amounts set forth by Defendants' Counsel to the Administrator.

X. No Admission of Wrongdoing

33. Defendants and Former Defendants deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever alleged in the Action. Defendants, Former Defendants, and Convey make no admission of liability or any form of wrongdoing whatsoever.

34. Neither the Term Sheet, this Stipulation, the Settlement, or the negotiations leading to execution of the Term Sheet or this Stipulation nor any proceedings taken pursuant to or in connection with the Term Sheet, the Stipulation, or approval of the Settlement shall be offered against (i) any Defendant, Former Defendant, or Convey as evidence of any presumption, admission, or concession by any Defendant, Former Defendant, or Convey of any fault, liability, or wrongdoing of any kind or of any damages whatsoever; or (ii) Plaintiffs as evidence that any of their claims are without merit, that any Defendant or Former Defendant had meritorious defenses, or that damages recoverable from any Defendant or Former Defendant under the Complaint would not have exceeded the Settlement Amount; provided, however, that the Judgment may be introduced in any proceeding as may be necessary to argue and establish that the Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and Judgment or to secure any insurance rights or proceeds of any of the Released Defendant Parties or Released Plaintiff Parties or as otherwise required by law.

35. The provisions of this Section that do not concern giving final, preclusive effect to the Stipulation, Settlement and/or Judgment shall remain in force even in the event that the Stipulation or Settlement does not become Final or is terminated for any reason whatsoever.

XI. Miscellaneous Provisions

36. The Parties represent and agree that the terms of the Settlement were negotiated at arm's length and in good faith, with the assistance of Mr. Murphy of Phillips ADR as mediator, and reflect a settlement that was reached voluntarily based upon adequate information, sufficient discovery, and consultation with experienced legal counsel.

37. All of the exhibits attached hereto (the "Exhibits") are material and integral parts of the Stipulation, and shall be incorporated by reference as though fully set forth herein.

38. This Stipulation and the Exhibits constitute the entire agreement between Plaintiffs, on the one hand, and Defendants, on the other hand, and supersede any prior agreements among Plaintiffs, on the one hand, and Defendants, on the other hand, with respect to the Settlement, including the Term Sheet. No representations, warranties, or inducements have been made to or relied upon by any party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

39. This Stipulation is and shall be binding upon and shall inure to the benefit of the Released Defendant Parties, the Released Plaintiff Parties (including the Class Members), and the respective legal representatives, heirs, executors, administrators, transferees, successors, and assigns of all such foregoing Persons and

entities and upon any corporation, partnership, or other entity into or with which any of the foregoing may merge, consolidate, or reorganize.

40. This Stipulation may not be amended or modified, nor may any of its provisions be waived, except by written instrument signed by both Lead Counsel and Defendants' Counsel, or their respective successors-in-interest.

41. The waiver by Plaintiffs or Defendants of any breach of this Stipulation shall not be deemed a waiver of any other prior or subsequent breach of any provision of this Stipulation.

42. Each of Plaintiff Assad and Plaintiff Beuer represents and warrants, on behalf of himself, that he is a member of the Class and that none of his claims or causes of action referred to in this Stipulation has been assigned, encumbered, or otherwise transferred in whole or in part.

43. Each of the Parties represents and warrants that he, she, or it has made such investigation of the facts pertaining to the Settlement provided for in this Stipulation, and all of the matters pertaining thereto, and has been advised by counsel, as he, she, or it deems necessary and advisable.

44. Each counsel signing this Stipulation warrants that such counsel has been duly empowered and authorized to sign this Stipulation on behalf of his or her client(s).

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

46. This Stipulation shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any portion of it, may have been prepared by counsel for one of the parties, it being recognized that it is the result of arm's-length negotiations between the parties, and all parties have contributed substantially and materially to the preparation of this Stipulation.

47. Without further Order of the Court, Plaintiffs and Defendants may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

48. To the extent permitted by law, all agreements made and orders entered during the course of the Action related to the confidentiality of documents or information shall survive this Stipulation.

49. This Stipulation may be executed in counterparts by electronic signature, email, PDF, fax, or original signature by any of the signatories hereto and as so executed shall constitute one agreement.

50. This Stipulation, the Settlement, and any and all disputes arising out of or relating in any way to this Stipulation or Settlement, whether in contract, tort, or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

51. The consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for an award of attorneys' fees and expenses to Lead Counsel and enforcing the terms of this Stipulation.

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

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

IN WITNESS WHEREOF, the parties by their undersigned attorneys have executed this Stipulation as of March 29, 2024.

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Dated: April 1, 2024