

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

BRAD IHLE, Individually and On Behalf
of All Others Similarly Situated,

Plaintiff,

v.

THEODORE J. BROMBACH, PATRICK C.
EILERS, JAMES P. NYGAARD, JR., and
XPDI SPONSOR LLC,

Defendants.

C.A. No. 2023-0759-LWW

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

The Delaware Court of Chancery authorized this Notice.
This is not a solicitation from a lawyer.

TO: ALL RECORD AND BENEFICIAL HOLDERS OF POWER & DIGITAL INFRASTRUCTURE ACQUISITION CORP. (“XPDI” OR THE “COMPANY”) CLASS A COMMON STOCK WHO HELD SUCH STOCK DURING THE CLASS PERIOD, TOGETHER WITH THEIR RESPECTIVE SUCCESSORS-IN-INTEREST WHO OBTAINED SHARES BY OPERATION OF LAW, BUT EXCLUDING THE EXCLUDED PERSONS (THE “CLASS”)

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights will be affected by the stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you were a public stockholder of Power & Digital Infrastructure Acquisition Corp. (“XPDI” or the “Company”) as of the Redemption Deadline on January 14, 2022, at 5:00 p.m. EST through the closing of the merger between XPDI and Core Scientific, Inc. (the “Transaction”) on January 20, 2022 (the “Class Period”), and did not redeem your shares in connection with the Transaction.¹

Notice of Pendency of Class Action: Please be advised that your rights will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you were a public stockholder of XPDI Class A Common Stock as of January 14, 2022.

Notice of Settlement: Please also be advised that (i) Plaintiff Brad Ihle (“Plaintiff”), individually and on behalf of the Class; and (ii) Defendants Theodore J. Brombach, Patrick C. Eilers, James P. Nygaard, Jr., and XPDI

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 Settlement, Compromise, and Release between Plaintiffs and Defendants, dated November 13, 2025 (the “Stipulation”). A copy of the Stipulation is available at www.XPDIClassAction.com (the “Settlement Website”).

Sponsor LLC (“Defendants,” and together with Plaintiff, the “Parties”) have reached a proposed settlement for \$14,750,000 in cash (the “Settlement Amount”) as set forth in the Stipulation.

The Settlement, if approved, will resolve all claims in the Action for alleged breaches of fiduciary duty in connection with the Transaction (the “Claims”) 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.

CLASS MEMBERS’ LEGAL RIGHTS IN THE SETTLEMENT:	
TO RECEIVE A PAYMENT FROM THE SETTLEMENT, CLASS MEMBERS DO NOT NEED TO SUBMIT A CLAIM FORM.	If you are a member of the Class (defined in Paragraph 28 below), you may be eligible to receive a <i>pro rata</i> distribution from the Settlement proceeds. Eligible Class Members (defined in Paragraph 45 below) do not need to submit a claim form 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> Paragraphs 41-49 below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN FEBRUARY 24, 2026.	If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Class Counsel’s request for a Fee and Expense Award, you may write to the Court and explain the reasons for your objection.
ATTEND A HEARING ON MARCH 17, 2026, AT 11:00 A.M. AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN FEBRUARY 24, 2026.	Filing a written objection and notice of intention to appear that is received by February 24, 2026, allows you to speak in Court, at the discretion of the Court, about your objection. In the Court’s discretion, the March 17, 2026, hearing may be conducted by telephone or videoconference (<i>see</i> Paragraphs 54-55 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

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WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement. The Notice is also being sent to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Class Counsel for a Fee and Expense Award in connection with the Settlement (the "Settlement Hearing"). See Paragraphs 54-55 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be delivered to you because you may be a member of the Class. 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 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 Claims in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to Eligible Class Members will be made after the Effective Date.

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

WHAT IS THIS CASE ABOUT?

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

4. On December 29, 2020, Power & Digital Infrastructure Acquisition Corp. (“XPDI” or the Company), a special purpose acquisition company, was incorporated as a Delaware corporation for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization, or similar business combination with one or more businesses or entities.

5. On February 12, 2021, XPDI completed its initial public offering (“IPO”) of 34,500,000 units (“Public Units”) at \$10.00 per unit, generating gross proceeds of \$345 million. Each Public Unit consisted of one share of XPDI Class A Common Stock (“Class A Common Stock”) and one-fourth of one redeemable public warrant (“Public Warrant”). Each Public Warrant entitled the holder thereof to purchase one share of Class A Common Stock at an exercise price of \$11.50 per share.

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

7. On July 20, 2021, XPDI entered into an Agreement and Plan of Merger and Reorganization (the “Merger Agreement”) with Core Scientific, Inc. (“Legacy Core”), pursuant to which XPDI would merge with Legacy Core (the “Transaction”).

8. On December 30, 2021, XPDI filed with the United States Securities and Exchange Commission (“SEC”) a definitive Proxy Statement concerning the Transaction (such proxy statement together with any preliminary proxy filings, as well as any amendments or supplements thereto, the “Proxy”), which was mailed to XPDI stockholders on January 3, 2022.

9. The Proxy informed stockholders of a special meeting to be held on January 19, 2022 (the “Special Meeting”), at which stockholders would vote whether to approve the Transaction and related transactions outlined

in the Merger Agreement. The Proxy also informed stockholders that the deadline for stockholders to redeem their shares in connection with the Transaction was two business days prior to the consummation of the Transaction, January 14, 2022, at 5:00 p.m. EST (the “Redemption Deadline”).

10. Prior to the Special Meeting, the holders of 12,347,077 shares of XPDI Class A Common Stock (the “Redeeming Stockholders”) exercised their right to redeem those shares, and, concurrent with the consummation of the Transaction, the Redeeming Stockholders received \$123,483,147.34. At the close of the Transaction, the total number of shares of XPDI Class A Common Stock that were not redeemed equaled 22,152,923.

11. On January 19, 2022, XPDI stockholders voted to approve the Transaction.

12. On January 20, 2022, the Transaction and related transactions closed (the “Closing”). Following the Closing, XPDI was renamed Core Scientific, Inc.

13. On July 25, 2023, Plaintiff filed a Verified Stockholder Class Action Complaint for Breach of Fiduciary Duty and Aiding and Abetting Breach of Fiduciary Duty against the Defendants, as well as Paul Dabbar, Paul Gaynor, Colleen Sullivan, Scott Widham, Benjamin W. Atkins, Jesse Peltan, AP XPDI Sponsor Holdings, LLC, Energy & Power Transition Partners, LLC (N/K/A Transition Equity Partners, LLC), XMS XPDI Sponsor Holdings LLC, and XMS Capital Partners, LLC (the “Former Defendants”). *Brad Ihle v. Theodore J. Brombach, et al.*, C.A. No. 2023-0759-LWW (Trans. ID 70481348) (the “Complaint”).

14. On October 20, 2023, Defendants filed an Answer to the Complaint, and the Former Defendants filed a Partial Motion to Dismiss the Complaint (Trans. ID 71146714).

15. On December 19, 2023, Plaintiff and the Former Defendants agreed to dismiss the claims asserted in the Complaint against the Former Defendants without prejudice by stipulation (Trans. ID 71654633).

16. The Complaint, as amended by the above-described stipulation, asserted claims against the Defendants for breaches of fiduciary duties in their capacities as directors, officers, and controllers of XPDI (the “Claims”).

17. On January 29, 2024, Plaintiff served his First Requests for Production of Documents on the Defendants.

18. Between February 26 and February 29, 2024, Plaintiff served subpoenas on various third parties to obtain responsive materials related to the Transaction.

19. Between May 3 and August 22, 2024, Plaintiff obtained approximately 4,945 documents comprising approximately 45,589 pages from certain subpoenaed third parties in response to Plaintiff’s subpoenas.

20. Between December 6, 2024, and June 24, 2025, Defendants produced approximately 15,707 documents comprising approximately 117,865 pages to Plaintiff in response to targeted requests Plaintiffs had made for materials concerning the Transaction.

21. On June 26, 2025, the parties to the Action filed an Amended Joint Stipulation and [Proposed] Scheduling Order (Trans. ID 76540691), noting that the parties had agreed to pursue mediation (the “Mediation”) and would stay certain discovery pending the outcome of the Mediation, which the Court granted on June 27, 2025 (Trans. ID 76543318).

Questions? Please call 1-866-588-6348 or visit www.XPDIClassAction.com.

22. On July 7, 2025, in advance of the Mediation, Defendants produced to Plaintiff an additional 178 documents comprised of 347 pages, which included Defendants' responsive text message communications.

23. On July 30, 2025, Plaintiff and Defendants participated in a full-day Mediation session before David M. Murphy, Esq., of Phillips ADR Enterprises (the "Mediator").

24. On August 21, 2025, following additional negotiations and discussions through the Mediator, the parties accepted a double-blind Mediator's proposal to resolve the Action, for the "Settlement Amount" described herein.

25. Later, on August 21, 2025, Plaintiff filed a letter to inform the Court that the parties had reached an agreement in principle to settle the Action (Trans. ID 76910213).

26. On November 13, 2025, the Parties entered into the Stipulation.

27. On November 25, 2025, the Court entered a Scheduling Order directing that this Notice of the Settlement be provided to potential Class Members and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval of the Settlement.

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

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

All record and beneficial holders of XPDI Class A Common Stock who held such stock between January 14, 2022 (the "Redemption Deadline"), and January 20, 2022 (the "Closing"), together with their respective successors-in-interest who obtained shares by operation of law, but excluding: (a) all Defendants in the Action; (b) members of the immediate family of any individual Defendant in the Action; (c) any person who was an officer, director, owner, manager, or managing member of any Defendant during the Class Period and any members of their immediate family; (d) any parent, subsidiary, or affiliate of any Defendant; (e) any entity in which any Defendant or any other excluded person or entity has, or had during the Class Period, a controlling interest; (f) the legal representatives, agents, affiliates, heirs, estates, successors, or assigns of any such excluded party; (g) XPDI; (h) any person who was an officer or director of XPDI during the Class Period and any members of their immediate family; and (i) Redeeming Stockholders.

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

WHAT CLAIMS AND DEFENSES DID THE PARTIES ASSERT IN THIS CASE? WHAT RELIEF WAS PLAINTIFF SEEKING?

29. In the Action, Plaintiff, on behalf of himself and the Class, asserts the Claims described in Paragraph 16 against the Defendants for alleged breaches of fiduciary duty in connection with the Transaction and the related disclosures to XPDI's public stockholders. Plaintiff specifically alleges that, acting in their own self-interest, the Defendants issued a materially deficient Proxy and made other public disclosures that contained material misstatements and omissions concerning, among other topics, Legacy Core's business and financial prospects, the process that led to the Transaction, the financial interests of the Defendants and Former Defendants in the Transaction, and the manner in which Legacy Core was valued in connection with the Transaction. Plaintiff contends that, as a result of these alleged breaches of fiduciary duty, XPDI public stockholders who did not redeem their XPDI shares for \$10.00 per share (plus interest) before the Transaction were deprived of the ability to make a fully informed decision on redemption, thereby causing damages to the Class.

30. Plaintiff sought, among other relief, certification of the Action as a class action; declarations that the persons and entities named in the Complaint as directors, officers, and alleged controllers of XPDI breached their fiduciary duties; an award of monetary damages in favor of Plaintiff and the other members of the Class in an amount to be determined at trial, together with pre- and post-judgment interest; an award of attorneys' fees, expenses, and costs; and such other and further relief as the Court deemed just and proper.

31. The Defendants deny all allegations of wrongdoing, fault, liability, or damages. In their Answer, the Defendants contend, among other things, that: the Action is not properly maintainable as a class action and Plaintiff cannot fairly and adequately represent the interests of the Class; the Transaction and the process that led to it were fair; the Proxy and other public disclosures were accurate and complete in all material respects, complied with applicable law, and contained no material misstatements or omissions; Defendants acted at all times in good faith, with reasonable care, and in reasonable reliance on the work, information, and advice of others; Plaintiff and the members of the Class did not reasonably rely on any alleged misstatement or omission; any losses suffered by Plaintiff or the Class were caused by intervening or superseding events, market conditions, or the acts or omissions of third parties rather than by any conduct of the Defendants; XPDI's charter exculpates its directors from monetary liability to the fullest extent permitted by Delaware law; and Plaintiff is not entitled to attorneys' fees, expenses, or costs.

32. Each of the foregoing contentions by Plaintiff and Defendants represent disputed issues of fact or law that the Court would need to resolve in the Action before awarding relief to the Class. If the Court were to find that Plaintiff and the Class suffered damages as the result of Defendants' breaches of fiduciary duty, it would likewise need to determine the amount of a damage award for the Class.

WHAT ARE THE TERMS OF THE SETTLEMENT?

33. In consideration of the settlement of Released Plaintiff's Claims (defined in Paragraph 50 below) against the Released Defendant Parties (defined in Paragraph 50 below), the Defendants shall cause the Settlement Amount of \$14,750,000.00 to be paid into an interest-bearing escrow account for the benefit of the Class in accordance with the Stipulation. *See* Paragraphs 41-49 below for details about the distribution of the Settlement proceeds to Eligible Class Members.

34. The Settlement will resolve all Claims in the Action against the Defendants. The Defendants deny all allegations of wrongdoing, fault, liability, or damages, but have agreed to the Settlement subject to the terms and conditions set forth in the Stipulation.

35. Based upon their investigation, discovery, and prosecution of the Action, Plaintiff and Plaintiff's Counsel believe that the Claims asserted against the Defendants have merit, but also believe that the Settlement set forth herein provides substantial and immediate benefits for the Class, including the \$14,750,000 Settlement payment. In addition to these substantial benefits, Plaintiff and Plaintiff's Counsel have considered, among other things: (i) the risks and uncertainties of continued litigation, including the outcome of motions, trial, and appeals; (ii) the limited available insurance coverage, including the risk that defense costs or other proceedings would continue to diminish such coverage; (iii) the inherent problems of proof associated with, and the possible defenses to, Plaintiff's Claims against the Defendants; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense, burden, and length of continued proceedings necessary to prosecute the Action through trial and appeals; (vi) the Mediator's proposal to resolve the Claims on the terms set forth in the Stipulation; and (vii) the conclusion of Plaintiff and Plaintiff's Counsel that the Settlement and the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the Claims against the Defendants on the terms set forth herein.

36. The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiff of any infirmity in the Claims asserted in the Action.

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

38. The Defendants and Former Defendants deny any and all allegations of fault, liability, wrongdoing, or damages with respect to the Claims, including, but not limited to, any allegation that any of the Defendants or Former Defendants committed any violation of law or breach of any duty to XPDI or its stockholders, or that any of the Defendants or Former Defendants have any liability or owe any damages of any kind to Plaintiff or the Class. Defendants and Former Defendants maintain that their conduct was at all times proper and in compliance with applicable law and their fiduciary duties. Defendants further deny that the stockholders of XPDI were harmed by any conduct alleged, or that could have been alleged, in the Action. Defendants and Former Defendants make no admission of liability or any form of wrongdoing whatsoever. Neither the Settlement, the Stipulation, nor any negotiations or proceedings related thereto shall be offered against any Defendant or Former Defendant as evidence of any presumption, admission, or concession by any Defendant or Former Defendant of any fault, liability, wrongdoing, or damages of any kind.

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

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

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

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

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

43. 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.

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

PROPOSED PLAN OF ALLOCATION

45. The Net Settlement Fund will be distributed to Eligible Class Members on a *pro rata* basis per Eligible Share held by the Eligible Class Members. “Eligible Class Members” means those Class Members (defined in Paragraph 28 above) who held Eligible Shares (defined in Paragraph 46 below), *i.e.*, holders of XPDI Class A Common Stock who had the right to but did not exercise their redemption rights in connection with the Transaction.

46. “Eligible Shares” means shares of XPDI Class A Common Stock held by Class Members immediately after the Redemption Deadline (January 14, 2022, at 5:00 p.m. EST) that were not submitted for redemption in connection with the Transaction.

47. Excluded Persons (as defined in Paragraph 28 above) shall not have any right to receive any part of the Settlement Fund for their own account(s) (*i.e.*, accounts in which they hold a proprietary interest), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, under any theory, including, but not limited to, contract, application of statutory or judicial law, or equity.

48. Each Eligible Class Member will be eligible to receive a *pro rata* payment from the Net Settlement Fund equal to the product of: (a) the Net Settlement Fund; and (b) a fraction, the numerator of which is the number of Eligible Shares held by the Eligible Class Member, and the denominator of which is the total number of Eligible Shares (a “Cash Payment”).

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

(i) The Settlement Administrator will cause that portion of the Net Settlement Fund to be allocated to Eligible Class Members who held their Eligible Shares through DTC Participants to be paid to the DTC Participants, subject to any payment suppression instructions with respect to shares held by Excluded Persons and all other shares ineligible for recovery from the Settlement. The DTC Participants and their respective customers, including any intermediaries, shall then ensure *pro rata* payment to each Eligible Class Member based on the number of Eligible Shares beneficially owned by such Eligible Class Member. Consistent with this method of distribution, if your Eligible Shares were held in "street name" in a brokerage account, your broker will be responsible for depositing your Settlement payment into that same brokerage account.

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

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

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

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

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

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

Release of Claims by Plaintiff and the Class:

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

"Released Plaintiff Parties" means Plaintiff, all other Class Members, and Plaintiff's Counsel, as well as their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any person

or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only.

“Released Defendant Parties” means the Defendants and Former Defendants as well as each of their respective current and former parents, affiliates, subsidiaries, committees, insurers, reinsurers, attorneys, heirs, executors, administrators, trustees, estates, employees, officers, directors, predecessors, predecessors-in-interest, successors, successors-in-interest, beneficiaries, assigns, and any entity under their control.

“Released Plaintiff’s Claims” means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, issues, claims, and causes of action of every nature and description whatsoever, whether known or unknown, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, direct or indirect, legal or equitable, and whether arising under federal, state, or foreign law that are, have been, could have been, could now be, or in the future could, can, or might be asserted in the Action or in any other court, tribunal, or proceeding by Plaintiff or any other member of the Class, individually, or as a member of the Class directly (in their capacities as former XPDI stockholders) against any of the Released Defendant Parties that (i) arise out of or relate to the ownership of XPDI common stock during the Class Period, including the Claims asserted in the Complaint, or (ii) arise out of or relate to the allegations, transactions, facts, matters, representations, or alleged omissions involved, set forth, or referred to in the Complaint.

“Unknown Claims” means (i) any Released Plaintiff’s Claims that Plaintiff or any other Class Member does not know or suspect to exist in their favor at the time of the release of the Released Defendant Parties, and (ii) any Released Defendants’ Claims that any Defendant does not know or suspect to exist in their favor at the time of the release of the Released Plaintiff Parties. This includes, without limitation, those claims which, if known, might have affected the decision to enter into the Settlement or to object or not to object to the Settlement. With respect to the Released Claims, the Settling Parties stipulate and agree that, upon the occurrence of the Effective Date, the Settling Parties shall expressly waive, and by operation of the Order and Final Judgment, each Class Member shall be deemed to have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state or territory of the United States, or principle of common law, that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

The Settling Parties acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Settling Parties, and Class Members (by operation of law), to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Settling Parties acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Plaintiff’s Claims and Released Defendants’ Claims was separately bargained for and was a material element of the Settlement and was relied upon by each and all of Plaintiff and Defendants in entering into the Stipulation.

(i) **Release of Claims by Defendants:** Upon the Effective Date, the Released Plaintiff Parties shall have fully, finally, and forever released, settled, and discharged the Released Defendant Parties from and with respect to every one of the Released Plaintiff's Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Plaintiff's Claims against any of the Released Defendant Parties.

"Released Defendants' Claims" means any and all claims, liabilities, sanctions, and causes of action of every nature and description, whether known or unknown, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule that arise out of or relate to the institution, prosecution, or settlement of the Claims asserted in the Action. For the avoidance of doubt, the Released Defendants' Claims shall not include the right to enforce the Stipulation or the Settlement.

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

HOW WILL CLASS COUNSEL BE PAID?

52. Plaintiff's Counsel have not received any payment for their services in pursuing the Claims in the Action on behalf of the Class, nor have Plaintiff's Counsel been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiff's Counsel will apply to the Court for an award of attorneys' fees and expenses to be paid from the Settlement Fund and approved by the Court in accordance with the Stipulation, in full satisfaction of any and all claims for attorneys' fees or expenses that have been, could be, or could have been asserted by Plaintiff's Counsel or any other counsel for any Class Member (the "Fee and Expense Award"). Plaintiff's Counsel will seek a Fee and Expense Award consisting of attorneys' fees in an amount not to exceed \$2,950,000, which represents 20% of the Settlement Amount, inclusive of litigation expenses. Plaintiff's counsel may likewise request a service award to the named Plaintiff, not to exceed \$2,500. The Court will determine the amount of the Fee and Expense Award and any service award. The Fee and Expense Award will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. Class Members are not personally liable for any such fees or expenses.

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

53. **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.**

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

55. The Settlement Hearing will be held on **March 17, 2026, at 11:00 a.m.**, before The Honorable Lori W. Will, Vice Chancellor, either in person at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by telephone or videoconference (in the discretion of the Court), to, among other things: (i) determine whether certification of the Class for settlement purposes should be made final; (ii) determine whether the Settlement should be approved by the Court as fair, reasonable, and adequate, and in the best interests of the Class; (iii) determine whether the Action should be dismissed with prejudice and the Releases provided under the Stipulation should be granted; (iv) determine whether the Order and Final Judgment approving the Settlement should be entered; (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 and in what amount any Fee and Expense Award should be paid to Plaintiff's Counsel out of the Settlement Fund and whether and in what amount any service award to Plaintiff should be paid out of the Fee and Expense Award; (vii) hear and rule on any objections to the Settlement, the Plan of Allocation, or Plaintiff's Counsel's application for an award of attorneys' fees and expenses; and (viii) consider such other matters that may properly be brought before the Court in connection with the Settlement.

56. Any Class Member may file a written objection to the Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's application for the Fee and Expense Award (an "Objector"); **provided, however**, that unless directed by the Court for good cause shown, no Objector shall be heard or entitled to contest the approval of the proposed Settlement, the Plan of Allocation, and/or the application for the Fee and Expense Award unless that person or entity has filed a written objection with the Register in Chancery, Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, with a filing fee of \$2.00 per page enclosed, via check or money order made payable to the "Register in Chancery," which includes electronic service on all parties of record and served (either electronically via File & ServeXpress, or by hand delivery, First-Class U.S. Mail, or express service) copies of the written objection upon each of the

following counsel at the following mailing addresses such that it is received no later than February 24, 2026 (*i.e.*, fifteen (15) business days prior to the Settlement Hearing):

Justin O. Reliford, Esquire
Scott+Scott Attorneys at Law LLP
222 Delaware Avenue, Suite 1405
Wilmington, DE 19801
jreliford@scott-scott.com

Plaintiff's Counsel

Stefan Atkinson, P.C.
Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
stefan.atkinson@kirkland.com

Defendants' Counsel

57. Any objections must: (i) identify the case name and civil action number, “*Ihle v. Brombach, et al.*, C.A. No. 2023-0759-LWW;” (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (iii) be signed by the Objector or his, her, or its counsel; (iv) contain a specific, written statement for 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 witness the Objector may call to testify, and any exhibits the Objector intends to introduce into evidence at the Settlement Hearing; and (v) include documentation sufficient to prove that the Objector is a member of the Class. Documentation establishing that an Objector is a member of the Class must consist of copies of monthly brokerage account statements or an authorized statement from the Objector’s broker containing the transactional and holding information found in an account statement during the Class Period. Plaintiff’s Counsel may request that the Objector submit additional information or documentation sufficient to prove that the Objector is a Class Member.

58. 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.

59. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiff’s Counsel and Defendants’ Counsel at the mailing and email addresses set forth in Paragraph 56 above so that the notice is received on or before **February 24, 2026**.

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

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

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

62. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801. Additionally, copies of the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement Website, **www.XPDIClassAction.com**. If you have questions regarding the Settlement, you may contact the Settlement Administrator: *Brad Ihle v. Theodore J. Brombach*, c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee, WI 53217, 866-588-6348, info@XPDIClassAction.com; or Plaintiff's Counsel: Justin O. Reliford, Esq., Scott+Scott Attorneys at Law LLP, 222 Delaware Avenue, Suite 1405, Wilmington, DE 19801, (302) 578-7344, jreliford@scott-scott.com.

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

63. If you are a broker or other nominee that held XPDI Class A Common Stock at any time during the Class Period for the beneficial interest of persons or entities other than yourself, you are requested, within five (5) business days of receipt of this Notice, to either: (i) request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners, and within five (5) business days of receipt of those Notices forward them to all such beneficial owners; or (ii) provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator at: *Brad Ihle v. Theodore J. Brombach*, c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee, WI 53217. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

64. 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.XPDIClassAction.com, by calling the Settlement Administrator at 866-588-6348, or by emailing the Settlement Administrator at info@XPDIClassAction.com.

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

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

Dated: December 19, 2025