IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

IN RE CONTINENTAL RESOURCES, INC. SHAREHOLDER LITIGATION	Case No. CJ-2022-4162

STIPULATION AND AGREEMENT OF SETTLEMENT, COMPROMISE, AND RELEASE

This Stipulation and Agreement of Settlement, Compromise, and Release, dated June 18, 2026 (the "Stipulation"), is entered into by and among (a) Plaintiffs Ralph Donald Turlington ("Turlington") and Pembroke Pines Firefighters & Police Officers Pension Fund ("Pembroke"), (together with Turlington, "Co-Lead Plaintiffs"), on behalf of themselves and the Class (defined in ¶ 1(d) below); and (b) Defendants Harold Hamm ("Hamm") and Bill Berry ("Berry, and together with Hamm, "Defendants") (Co-Lead Plaintiffs and Defendants, together, the "Parties").[1] Upon the terms and subject to the conditions set forth herein and the approval of the District Court of Oklahoma County, State of Oklahoma (the "Court"), the Settlement embodied in this Stipulation is intended to be a full and final disposition of the claims asserted by the Plaintiffs and the Class against Defendants in the above-captioned consolidated stockholder class action.

WHEREAS:

A. On April 17, 2023, the Court entered an Order which, among other things, consolidated various actions asserted against the Defendants under the caption *In re Continental Resources, Inc. Shareholder Litigation*, Case No. CJ-2022-4162 (the "Action"); appointed

[1] All terms herein with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings given to them in paragraph 1 below.

Pembroke and Turlington as interim Co-Lead Plaintiffs in the Action; and appointed the law firms of Bernstein Litowitz Berger & Grossmann LLP and Kessler Topaz Meltzer & Check, LLP as interim co-lead counsel in the Action ("Co-Lead Counsel").

B. On May 17, 2023, Co-Lead Plaintiffs filed the Verified Consolidated Class Action Petition (the "Petition"). In the Petition, Co-Lead Plaintiffs alleged that Defendants and Former Defendants[2] breached their fiduciary duties in connection with the November 2022 transaction whereby the former minority shareholders of Continental Resources, Inc. ("Continental") were bought out by Hamm and his affiliates for $74.28 per share (the "Transaction"). Co-Lead Plaintiffs alleged that: (1) Hamm and his affiliates caused the Class to be cashed out of their Continental shares for inadequate consideration after an unfair process; (2) Hamm and his affiliates breached their fiduciary duties by engaging in insider trading prior to publicly announcing his offer to take Continental private; (3) Berry, McNabb, and Monroe breached their fiduciary duties by approving the Transaction; and (4) McCain and Taylor breached their fiduciary duties by recommending that Continental's Board of Directors approve the Transaction.

C. Co-Lead Plaintiffs and Co-Lead Counsel prosecuted the Litigation for nearly three years. On June 20, 2023, Defendants filed their partial motion to dismiss the Petition under seal. After full briefing and a hearing, on October 3, 2023, the Court denied Defendants' motion to dismiss.

D. Plaintiffs served initial discovery requests on November 14, 2023. Over the course of approximately two years, the Parties engaged in extensive factual discovery, which included Co-Lead Counsel reviewing 150,153 documents and taking or defending over 40 depositions.

[2] The "Former Defendants" are Shelly Lambertz, John T. McNabb II, Mark E. Monroe, Ellis "Lon" McCain, Timothy G. Taylor, and several trusts affiliated with the Hamm family.

E. The Court appointed a Special Master, former Oklahoma District Court Judge William Hetherington, to hear and resolve discovery disputes as they arose during the litigation of the Action. Between June 28, 2024 and October 30, 2025, Judge Hetherington heard and resolved eight such disputes.

F. On July 15, 2024, the Court entered an Order certifying the Class as defined in ¶ 1(d) below; appointing Co-Lead Plaintiffs as Class Representatives for the Class; and appointing Co-Lead Counsel as Class Counsel.

G. On September 16, 2025, the Parties exchanged opening expert reports. On October 31, 2025, the Parties exchanged rebuttal expert reports. Between November 19, 2025 and January 9, 2026, the parties took and defended nine depositions of each others' experts.

H. On September 30, 2025, Hamm moved for partial summary judgment to dismiss the insider trading count, and Former Defendants McCain and Taylor moved for summary judgment to be dismissed from the Action. After briefing and argument, on December 16, 2025, the Court granted Former Defendants McCain and Taylor's motion for summary judgment, dismissing them from the Action. The Court granted in part and denied in part Hamm's motion for summary judgment on the insider trading count.

I. On February 27, 2026, the Court entered an Order (the "Class Notice Order") approving the proposed form, content, and method for dissemination of notice of pendency of the Action as a class action (the "Class Notice") and authorizing Co-Lead Counsel to retain A.B. Data, Ltd. ("A.B. Data") as the administrator in connection with the Class Notice. The Class Notice consisted of a Short Form Notice that was mailed or emailed to Class Members and their nominees; a Long Form Notice that was posted on the website specifically created for the Action, www.ContinentalShareholderLitigation.com; and a Summary Notice that was published in the financial publication *Investor's Business Daily* and transmitted over the internet through *PR Newswire*.

J. Pursuant to the Class Notice Order, the Class Notice provided Class Members with the opportunity to request exclusion from the Class, explained that right, and set forth the deadline and procedures for doing so. The Class Notice informed Class Members that if they chose to remain a member of the Class, they would "be bound by all orders, settlements, and judgments, whether favorable or unfavorable to the Class, that the Court enters in this Action."

K. A total of 54,683 Short Form Notices were mailed or emailed to potential Class Members and their nominees beginning on March 9, 2026. The deadline for requesting exclusion from the Class was April 23, 2026.

L. On December 2, 2025, the Parties conducted a mediation before former U.S. District Court Judge Layn R. Phillips. Although that mediation was unsuccessful, Judge Phillips remained in contact with the parties as the case progressed.

M. On March 2-4, 2026, the Court heard 13 Daubert motions and motions in limine relating to the admissibility of evidence and certain expert witnesses at trial.

N. On March 31, 2026 the Court held its pre-trial conference. In advance of the pre-trial conference, the parties exchanged witness lists, exhibit lists, draft pre-trial orders, draft verdict forms, and draft jury instructions. Trial was set to begin on May 4, 2026.

O. Throughout March and early April 2026, Judge Phillips reengaged the parties and had multiple communications regarding a possible settlement. On April 7, 2026, Mr. Phillips made a mediator's proposal to settle the matter for an all-in amount of $60,000,000.00.

P. On April 14, 2026, the Parties executed a Term Sheet to Settle Stockholder Class Action (the "Term Sheet") reflecting an agreement in principle to settle all claims in the Action against Defendants in return for a cash payment of $60,000,000 for the benefit of the Class, subject to certain terms and conditions and the execution of a customary "long form" stipulation and agreement of settlement and related papers.

Q. On April 15, 2026, the Parties informed the Court of their agreement in principle to settle the Action and requested that the Court suspend all proceedings in the Action pending Court approval of the proposed Settlement.

R. This Stipulation (together with the exhibits hereto) reflects the final and binding agreement among the Parties with respect to the Settlement and supersedes the Term Sheet.

S. Based upon their investigation, prosecution, and mediation of this Action, Co-Lead Plaintiffs and Co-Lead Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate to Plaintiffs and the other Class Members, and in their best interests. Co-Lead Plaintiffs have agreed to settle and release the Released Plaintiffs' Claims pursuant to the terms and provisions of this Stipulation, after considering, among other things: (a) the substantial financial benefit that Plaintiffs and the other Class Members will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

T. This Stipulation constitutes a compromise of all matters that are in dispute between the Parties, including the Class, relating to the claims asserted in the Action or which relate to the Transaction. Defendants are entering into this Stipulation solely to eliminate the uncertainty, burden, and expense of further protracted litigation. Each of the Defendants denies any wrongdoing, and this Stipulation shall in no event be construed or deemed to be evidence of, or an admission or concession on the part of any Defendant with respect to any claim or allegation of, any fault or liability or wrongdoing or damages whatsoever, or any infirmity in the defenses that Defendants have, or could have, asserted. Defendants expressly deny that Plaintiffs have asserted any valid claims as to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever. Similarly, this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Plaintiffs of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit.

NOW THEREFORE, it is **STIPULATED AND AGREED**, by and among Co-Lead Plaintiffs (individually and on behalf of the Class) and Defendants that, subject to the approval of the Court, for the good and valuable consideration set forth herein, the sufficiency of which is acknowledged, the claims asserted in the Action on behalf of Plaintiffs and the Class against Defendants shall be finally and fully settled, resolved, discharged, and dismissed with prejudice, and that the Released Plaintiffs' Claims shall be finally and fully settled, resolved, discharged, and dismissed with prejudice against the Released Defendants' Persons, and that the Released Defendants' Claims shall be finally and fully settled, resolved, discharged, and dismissed with prejudice against the Released Plaintiffs' Persons, in the manner set forth herein.

I. DEFINITIONS

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms, used in this Stipulation and the exhibits attached hereto and made a part hereof, shall have the meanings given to them below:

(a) "Action" means the stockholder class action in the matter titled *In re Continental Resources, Inc. Shareholder Litigation*, Case No. CJ-2022-4162, pending in the District Court of Oklahoma County, State of Oklahoma, and includes all actions consolidated therein.

(b) "Appraisal Claims" means any perfected claim for appraisal under § 1091 of the Oklahoma General Corporation Act by any former Continental stockholders, including petitioners in the Appraisal Action.

(c) "Appraisal Action" means *FourWorld Deep Value Opportunities Fund I, et. al. v. Continental Resources, Inc.*, Case No. CJ-2023-47, District Court of Oklahoma County, State of Oklahoma.

(d) "Class" means the Class certified by the Court's Order dated July 15, 2024. Specifically, the Class consists of any former record holders and all beneficial owners of the common stock of Continental Resources, Inc. ("Continental") who held or owned such stock at any time during the period beginning on and including October 17, 2022, through and including November 22, 2022 (the "Class Period"), including any and all of their respective legal representatives, trustees, executors, administrators, estates, heirs, and any Person acting for or on behalf of, or claiming under, any of them. Excluded from the Class are (i) Defendants, Former Defendants, and their respective immediate family members, affiliates, subsidiaries, legal representatives, heirs, estates, successors or assigns; and (ii) any entity in which any Defendant or Former Defendant has or had a direct or indirect controlling interest (the "Excluded Defendant Parties"). Also excluded from the Class are (i) the persons who excluded themselves from the Class pursuant to the Class Notice as set forth in the Affidavit of Jillian Schneider Regarding Mailing of the Notice filed on April 27, 2026; and (ii) if, and only if, the Court in its discretion requires an additional opportunity to request exclusion from the Class in connection with the Settlement, any additional persons or entities who request exclusion from the Class in connection with the Settlement (the "Excluded Opt-Out Parties," and together with the Excluded Defendant Parties, the "Excluded Parties").

(e) "Class Member" means a member of the Class.

(f) "Co-Lead Counsel" means Bernstein Litowitz Berger & Grossmann LLP and Kessler Topaz Meltzer & Check, LLP.

(g) "Defendants' Counsel" means Whitten Burrage and Vinson & Elkins LLP.

(h) "DTC" means the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company.

(i) "Effective Date" means the first date by which all of the events and conditions specified in paragraph 29 of this Stipulation have been met and have occurred or have been waived.

(j) "Eligible Class Members" means Class Members who held shares of Continental stock at the closing of the Transaction and therefore received or were entitled to receive the Transaction consideration. For the avoidance of doubt, Eligible Class Members (i) include Class Members that properly perfected a claim for appraisal of their Continental stock; and (ii) exclude all Excluded Parties.

(k) "Escrow Account" means the escrow account maintained by Co-Lead Counsel and into which the Settlement Amount shall be deposited.

(l) "Final," when referring to the Final Order (as defined below) or any other court order, means (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any motion for reconsideration, reargument, appeal, or other review of the order; or (ii) if there is an appeal from the Final Order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on *certiorari*, reconsideration, or otherwise, or (b) the date the Final Order is finally affirmed on an appeal, the expiration of the time to file an application for *certiorari*, reconsideration, reargument, or other form of review, or the denial of an application for *certiorari*, reconsideration, reargument, or other form of review, and, if *certiorari*, reconsideration, or other form of review is granted, the date of final affirmance following review pursuant to that grant; provided, however, that any disputes or appeals relating solely to (i) the amount, payment, or allocation of attorneys' fees and expenses or (ii) the plan of allocation of the Settlement proceeds (as submitted or subsequently modified), shall have no effect on finality for purposes of determining the date on which the Final Order becomes Final and shall not otherwise prevent, limit or otherwise affect the Final Order, or prevent, limit, delay or hinder entry of the Final Order.

(m) "Final Order" means the final order, substantially in the form attached hereto as Exhibit E, to be entered by the Court finally approving the Settlement and dismissing the Action with prejudice.

(n) "Litigation Expenses" means any and all costs and expenses incurred by Plaintiffs' Counsel in connection with commencing, prosecuting, and settling the Action, for which Plaintiffs' Counsel intend to apply to the Court for payment from the Settlement Fund.

(o) "Long Form Settlement Notice" means the Notice of Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as Exhibit C, which is to be posted on the Website and mailed and/or emailed to Class Members upon request.

(p) "Net Settlement Fund" means the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Court-awarded attorneys' fees and/or Litigation Expenses awarded by the Court from the Settlement Fund, including any Service Awards to Plaintiffs to be deducted solely from any fee award to Plaintiffs' Counsel; and (iv) any other costs or fees approved by the Court.

(q) "Notice and Administration Costs" means the costs, fees, and expenses that are incurred by the Settlement Administrator and/or Plaintiffs' Counsel in connection with: (i) providing notices to the Class (including, but not limited to, the costs associated with the Class Notice, Short Form Settlement Notice, Long Form Settlement Notice, and Summary Settlement Notice); and (ii) administering the Settlement, including the costs, fees, and expenses incurred in connection with the Escrow Account.

(r) "Petition" means the Verified Consolidated Class Action Petition dated May 17, 2023.

(s) "Plan of Allocation" means the proposed plan of allocation of the Net Settlement Fund set forth in the Long Form Settlement Notice.

(t) "Plaintiffs" means Co-Lead Plaintiffs as well as Kerry Panozzo and Walter Doggett.

(u) "Plaintiffs' Counsel" means Co-Lead Counsel; White & Weddle, PC; Fulmer Sill, PLLC; Klausner, Kaufman, Jensen & Levinson; Julie & Holleman LLP; and Foshee & Yaffe Law Firm.

(v) "Preliminary Approval Order" means the order, substantially in the form attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement and directing that notice of the Settlement be provided to the Class.

(w) "Released Claims" means, collectively, the Released Plaintiffs' Claims and the Released Defendants' Claims.

(x) "Released Defendants' Claims" means any and all claims and causes of action, theories of liability and recovery whatsoever kind and nature, accrued or unaccrued, including Unknown Claims, that arise out of or relate to the institution, prosecution, or settlement of the claims asserted in the Action or that relate to the Transaction, excluding claims relating to the enforcement of the Settlement.

(y) "Released Defendants' Persons" means (i) Defendants, Former Defendants, and their respective immediate family members, affiliates, subsidiaries, legal representatives, heirs, estates, successors, or assigns; and (ii) any entity in which any Defendant or Former Defendant has or had a direct or indirect controlling interest.

(z) "Released Plaintiffs' Claims" means any and all claims and causes of action, theories of liability and recovery whatsoever kind and nature, accrued or unaccrued, including Unknown Claims, that Plaintiffs or any other Class Member (i) asserted in the Petition, or (ii) could have asserted in the Petition or in any other forum that are based on the same set of operative facts related to the Transaction as those set forth in the Petition and relate to the ownership of Continental common stock during the Class Period, excluding claims relating to the enforcement of the Settlement. The Released Plaintiffs' Claims shall not include Appraisal Claims. The effect, if any, of the receipt of payment from the Settlement Fund by any former stockholder pursuing appraisal of its shares of Continental stock in the Appraisal Action shall be determined in the Appraisal Action. Defendants enter into this provision of the Stipulation without prejudice to the Released Defendants' Persons' right to contest the ability of former Continental stockholders who failed to opt out of the Class from pursuing Appraisal Claims in the Appraisal Action.

(aa) "Released Plaintiffs' Persons" means Plaintiffs, Plaintiffs' Counsel, and the other Class Members, and their respective immediate family members, affiliates, subsidiaries, legal representatives, heirs, estates, successors, or assigns; and any entity in which any Plaintiff, Plaintiffs' Counsel, or other Class Member has or had a direct or indirect controlling interest.

(bb) “Released Persons” means, collectively, the Released Plaintiffs’ Persons and the Released Defendants’ Persons.

(cc) “Releases” means the releases set forth in paragraphs 3-4 of this Stipulation.

(dd) “Settlement” means the resolution of the Action on the terms and conditions set forth in this Stipulation.

(ee) “Settlement Amount” means $60,000,000 (United States Dollars) in cash.

(ff) “Settlement Administrator” means A.B. Data, the firm retained by Co-Lead Counsel and approved by the Court in connection with Class Notice, subject to the continuing approval of the Court, to provide all notices approved by the Court to potential Class Members and to administer the Settlement Fund.

(gg) “Settlement Fund” means the Settlement Amount plus any and all interest earned thereon.

(hh) “Settlement Hearing” means the hearing to be set by the Court to consider, among other things, final approval of the Settlement.

(ii) “Short Form Settlement Notice” means the short form notice of the Settlement, substantially in the form attached hereto as Exhibit B, which is to be mailed and/or emailed to Class Members.

(jj) “Summary Settlement Notice” means the Summary Notice of Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as Exhibit D, to be published as set forth in the Preliminary Approval Order.

(kk) “Taxes” means: (i) all federal, state, and/or local taxes of any kind on any income earned by the Settlement Fund; and (ii) the reasonable expenses and costs incurred by

Plaintiffs' Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

(ll) "Unknown Claims" means any Released Plaintiffs' Claims that Plaintiffs or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants' Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendants' Claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Defendants shall expressly waive, and each of the other Class Members shall be deemed to have waived, and by operation of the Final Order shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil 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.

Plaintiffs and Defendants acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

(mm) "Website" means the website created specifically for the Action in connection with the Class Notice, www.ContinentalShareholderLitigation.com, on which the Long Form Settlement Notice, as well as other information related to the Settlement, will be posted.

II. RELEASE OF CLAIMS

2. The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and final disposition of the Action; and (ii) the Releases provided for under this Stipulation.

3. Pursuant to the Final Order, without further action by anyone, upon the Effective Date of the Settlement, Plaintiffs and each of the other Class Members, on behalf of themselves, and their respective heirs, successors-in-interest, successors, transferees, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Final Order shall have, fully, finally, and forever dismissed with prejudice, settled, resolved, and discharged the Released Plaintiffs' Claims against the Released Defendants' Persons, and shall forever be barred and enjoined from prosecuting the Released Plaintiffs' Claims against the Released Defendants' Persons.

4. Pursuant to the Final Order, without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, successors-in-interest, successors, transferees, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Final Order shall have, fully, finally, and forever dismissed with prejudice, settled, resolved, and discharged the Released Defendants' Claims against the Released Plaintiffs' Persons, and shall forever be barred and enjoined from prosecuting the Released Defendants' Claims against the Released Plaintiffs' Persons.

5. Notwithstanding paragraphs 3-4 above, nothing in the Final Order shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Final Order.

III. SETTLEMENT CONSIDERATION

6. In consideration of the settlement of the Released Plaintiffs' Claims against Defendants and the other Released Defendants' Persons, Defendants shall pay or cause to be paid the Settlement Amount into the Escrow Account, as follows: (a) one-third of the Settlement Amount

($20,000,000) shall be paid into the Escrow Account no later than ten (10) business days after the later of (i) the date of execution of this Stipulation by the last required signatory; and (ii) Defendants' Counsel's receipt from Co-Lead Counsel of the information necessary to effectuate a transfer of funds to the Escrow Account by wire transfer, including wiring instructions that include the bank name, ABA routing number, account name, and account number ("Payment Instructions") and a signed Form W-9 reflecting a valid taxpayer identification number ("W-9") for the qualified settlement fund in which the Settlement Amount is to be deposited; and (b) the remainder of the Settlement Amount ($40,000,000 without interest and subject to deduction for any required withholding taxes) shall be paid into the Escrow Account no later than five (5) business days prior to the date of the Settlement Hearing. Co-Lead Counsel shall provide the Payment Instructions and W-9 to Defendants' Counsel upon execution of this Stipulation. Except for Defendants' obligation to make the payments called for by this paragraph and their obligation to provide the information called for by paragraph 22 below, neither Defendants nor Defendants' Counsel shall have any liability to Plaintiffs, Plaintiffs' Counsel, or the Class with respect to the Settlement Fund or its administration, including but not limited to any distributions made by the Escrow Agent or Settlement Administrator.

7. In the event that Defendants fail to pay or fail to cause to be paid the full payment of the Settlement Amount by the time periods prescribed in paragraph 6 above, Plaintiffs' Counsel shall provide Defendants' Counsel written notice of such payment failure by noon CST the following business day. Defendants shall have three (3) business days (or a longer time period to the extent agreed to by the Parties in writing) to cure any such payment failure, including failures due to an administrative, clerical, or technical error in the transmission of payment. The Parties shall cooperate to rectify any administrative, clerical, or technical error in the transmission of

payment related to the Payment Instructions. If Defendants fail to cure such error within three (3) business days, Co-Lead Plaintiffs may seek an executable judgment compelling payment of the Settlement Amount or exercise their right under paragraph 32 below to terminate the Settlement.

IV. USE OF SETTLEMENT FUND

8. The Settlement Amount plus any and all interest earned thereon is referred to as the "Settlement Fund." The Settlement Fund shall be used to pay: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any attorneys' fees and/or Litigation Expenses awarded by the Court from the Settlement Fund, including any service awards to Plaintiffs to be deducted solely from any fee award to Plaintiffs' Counsel; and (iv) any other costs or fees approved by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Class Members pursuant to the proposed Plan of Allocation set forth in the Long Form Settlement Notice or such other plan of allocation approved by the Court.

9. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is

necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States.

10. The Parties agree that the Settlement Fund is intended to be a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1 and that Co-Lead Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible, with the assistance of the Settlement Administrator, for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Co-Lead Counsel shall also be responsible, with the assistance of the Settlement Administrator, for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund and of any withholding taxes required to be withheld on distributions from the Settlement Fund. The Released Defendants' Persons shall not have any liability or responsibility for any such Taxes or withholding taxes. Upon written request, Defendants will provide Co-Lead Counsel with the statement described in Treasury Regulation § 1.468B-3(e). Co-Lead Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), with the assistance of the Settlement Administrator, shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the qualified settlement fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

11. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Co-Lead Counsel, with the assistance of the Settlement Administrator, and

without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

12. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, the other Released Defendants' Persons, Defendants' insurance carriers, and any other person or entity who or which paid any portion of the Settlement Amount shall not have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including the inability to locate Class Members or the failure of Class Members to deposit settlement funds distributed by the Settlement Administrator.

13. Prior to the Effective Date of the Settlement, Co-Lead Counsel may pay from the Escrow Account, without further approval from Defendants or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable, up to $500,000. Additional Notice and Administration Costs may be paid prior to the Effective Date of the Settlement upon order of the Court. After the Effective Date of the Settlement, Co-Lead Counsel may pay from the Escrow Account, without further approval from Defendants or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable. Notice and Administration Costs shall include, without limitation, the actual costs of printing and mailing the Class Notice, Short Form Settlement Notice, and Long Form Settlement Notice; developing and updating the Website and posting the Long Form Settlement Notice; publishing the Summary Settlement Notice; reimbursements to nominee owners for searching and providing the names/addresses of Class Members for noticing or forwarding the Class Notice and Short Form Settlement Notice directly to their beneficial owners; the administrative expenses incurred and fees charged by the Settlement

Administrator in connection with providing notice and administering the Settlement; and the fees, if any, of the Escrow Agent. If the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs paid or incurred, including any related fees, shall not be returned or repaid to Defendants, any of the other Released Defendants' Persons, or any other person or entity who or which paid any portion of the Settlement Amount.

V. ATTORNEYS' FEES AND LITIGATION EXPENSES

14. In connection with the Settlement, Plaintiffs' Counsel will apply to the Court for a collective award of attorneys' fees and payment of Litigation Expenses (the "Fee and Expense Award") to be paid solely from (and out of) the Settlement Fund. In connection with Plaintiffs' Counsel's application for a Fee and Expense Award, Plaintiffs may petition the Court for service awards (the "Service Awards") to be paid solely from any Fee and Expense Award to Plaintiffs' Counsel. Plaintiffs' Counsel's application for a Fee and Expense Award, including any application by Plaintiffs for Service Awards, is not the subject of any agreement among the Parties other than what is set forth in this Stipulation. Defendants do not take any position on the Fee and Expense Award.

15. The Fee and Expense Award shall be paid to Plaintiffs' Counsel, and any Service Awards approved by the Court shall be paid to Plaintiffs, from the Settlement Fund immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Plaintiffs' Counsel's and Plaintiffs' obligation to make appropriate refunds or repayments to the Settlement Fund if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Award or any Service Awards are reduced or reversed and such order reducing or reversing the award has become Final. Plaintiffs' Counsel and Plaintiffs shall make the appropriate refund or

repayment in full no later than thirty (30) calendar days after: (i) receiving from Defendants' Counsel notice of the termination of the Settlement; or (ii) any order reducing or reversing the Fee and Expense Award has become Final. Any Fee and Expense Award is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. In the event that the Court does not award attorneys' fees or expenses, or in the event the Court makes an award in an amount that is less than the amount requested by Plaintiffs' Counsel or is otherwise unsatisfactory to Plaintiffs' Counsel, or in the event that any such award is vacated or reduced on appeal, this Stipulation and the Settlement, including the effectiveness of the Releases and other obligations of the Parties under the Settlement, nevertheless shall remain in full force and effect. Neither Plaintiffs nor Plaintiffs' Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to any Fee and Expense Award.

16. Co-Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiffs' Counsel in a manner which they, in their discretion, believes reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action. Defendants shall have no responsibility for or liability whatsoever with respect to the allocation or award of the Fee and Expense Award, if any, to Plaintiffs' Counsel. Defendants shall not cause or encourage objections to be made to the request Plaintiffs or Plaintiffs' Counsel request for a Fee and Expense Award.

VI. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

17. Within five (5) business days after execution of this Stipulation, Co-Lead Plaintiffs will move for preliminary approval of the Settlement, authorization to provide notice of the Settlement to the Class, and the scheduling of a Settlement Hearing for consideration of final approval of the Settlement. Concurrently with the motion for preliminary approval, Co-Lead Plaintiffs shall apply to the Court for, and Defendants shall agree to, entry of the Preliminary

Approval Order, substantially in the form attached hereto as Exhibit A. The Parties shall take all reasonable and appropriate steps to seek and obtain entry of the Preliminary Approval Order. If the Court changes the date and time of the Settlement Hearing set in the Preliminary Approval Order, Co-Lead Counsel shall ensure that notice of that change is promptly posted to the Website.

18. In connection with the motion for preliminary approval of the Settlement, the Parties agree to request that the Court not extend the April 23, 2026 opt-out deadline under the Class Notice or otherwise permit a second opportunity for Class Members to request exclusion from the Class.

19. The Parties shall request at the Settlement Hearing that the Court approve the Settlement and enter the Final Order, substantially in the form attached hereto as Exhibit E. The Parties shall take all reasonable and appropriate steps to obtain entry of the Final Order.

VII. NOTICE AND SETTLEMENT ADMINISTRATION

20. As part of the Preliminary Approval Order, Co-Lead Counsel shall seek reappointment of A.B. Data as the Settlement Administrator. A.B. Data was previously approved by the Court to serve as the administrator in connection with the dissemination of Class Notice. Defendants and the other Released Defendants' Persons shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator.

21. In accordance with the terms of the Preliminary Approval Order to be entered by the Court, Co-Lead Counsel shall cause the Settlement Administrator to mail and/or email the Short Form Settlement Notice to those Class Members as may be identified through reasonable effort, including those previously identified in connection with Class Notice. Co-Lead Counsel shall also cause the Settlement Administrator to post the Long Form Settlement Notice on the

Website and cause the Settlement Administrator to have the Summary Settlement Notice published in accordance with the terms of the Preliminary Approval Order to be entered by the Court.

22. For purposes of distributing the Net Settlement Fund to Eligible Class Members and not to Excluded Parties, no later than ten (10) business days after the date of execution of this Stipulation, Defendants, at no cost to the Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, shall use reasonable best efforts to cause to be provided to the Settlement Administrator or Plaintiffs' Counsel in an electronically searchable form, such as Excel:

(a) the allocation report generated by the DTC (the "Allocation Report"), setting forth (i) each DTC participant ("DTC Participant") that held shares of Continental common stock as of the closing of the Transaction; (ii) the number of shares of Continental common stock held by each DTC Participant as of the closing of the Transaction; and (ii) the "DTC Number" of each such DTC Participant;

(b) a list of the Excluded Defendant Parties, and for each of the identified Excluded Defendant Parties: (i) the number of shares of Continental common stock owned by the Excluded Defendant Party as of the closing of the Transaction (the "Excluded Shares"); (ii) the number of "registered" or "record owned" Excluded Shares held by the Excluded Defendant Party and the number of "beneficially owned" Excluded Shares held by the Excluded Defendant Party via a financial institution on behalf of the Excluded Defendant Party; and (iii) for each of the "beneficially owned" Excluded Shares, the name and "DTC Number" of the financial institution where the Excluded Shares were held and the Excluded Defendant Party's account number at such financial institution where the Excluded Shares were held. At the request of Co-Lead Counsel, Defendants will use reasonable best efforts to provide such additional information or documentation as may be required to distribute the Net Settlement Fund to Eligible Class Members and not to Excluded Parties.

23. No later than two (2) business days after the date of execution of this Stipulation, a senior lawyer from each of the Defendants' Counsel firms shall participate in a meet-and-confer with Plaintiffs' Counsel to discuss the expectations regarding the delivery of the information required under paragraph 22 above and to address any potential issues regarding the delivery of such information.

24. No Excluded Parties shall 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, but not including accounts managed on behalf of others), 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.

25. The Net Settlement Fund shall be distributed to Eligible Class Members in accordance with the proposed Plan of Allocation set forth in the Long Form Settlement Notice or such other plan of allocation as may be approved by the Court. The Plan of Allocation proposed in the Long Form Settlement Notice is not a necessary term of the Settlement or of this Stipulation, and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Co-Lead Plaintiffs and Plaintiffs' Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Defendants and the other Released Defendants' Persons shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action and shall not have any involvement with the application of

the Court-approved plan of allocation, except with respect to the delivery of the information required under paragraph 22 above.

26. The Net Settlement Fund shall be distributed to Eligible Class Members only after the Effective Date of the Settlement and after: (i) all Notice and Administration Costs, all Taxes, and any Fee and Expense Award, including any Service Awards to Plaintiffs to be solely paid from any Fee and Expense Award, have been paid from the Settlement Fund or reserved; and (ii) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the "Class Distribution Order"). At such time that Co-Lead Counsel, in their sole discretion, deem it appropriate to move forward with the distribution of the Net Settlement Fund to Eligible Class Members, Co-Lead Counsel shall apply to the Court, on notice to Defendants' Counsel, for the Class Distribution Order. Subject to the approval of the Court under the Plan of Allocation and the Class Distribution Order, any residual amounts remaining in the Net Settlement Fund may be redistributed to identified Class Members; provided, however, that if redistribution is uneconomic, the residual funds may be contributed to one or more non-sectarian, not-for-profit, 501(c)(3) organizations to be selected by Co-Lead Counsel and approved by the Court.

27. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Plaintiffs, Defendants, and the other Released Defendants' Persons and their respective counsel, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the determination, administration, or calculation of any payment from the Net Settlement Fund; the nonperformance of the Settlement Administrator or a nominee holding shares of Continental common stock; the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; the payment

or deduction of any required withholding taxes; or any losses incurred in connection with any of the foregoing.

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

VIII. CONDITIONS OF SETTLEMENT

29. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver in writing by the Parties of all of the following conditions, which the Parties shall use their respective best efforts to achieve:

(a) the full amount of the Settlement Amount has been paid into the Escrow Account accordance with paragraph 6 above;

(b) the Court has entered the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A;

(c) Defendants have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(d) Co-Lead Plaintiffs have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(e) the Court has approved the Settlement as described herein, following notice to the Class and a hearing, and entered the Final Order, substantially in the form attached hereto as Exhibit E, finally approving the Settlement and dismissing the Action with prejudice; and

(f) the Final Order has become Final.

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

IX. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION

31. Co-Lead Plaintiffs (provided Co-Lead Plaintiffs unanimously agree amongst themselves) and Defendants (provided Defendants unanimously agree amongst themselves) shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so ("Termination Notice") to the other Parties within thirty (30) calendar days of: (a) the Court's final refusal to enter the Preliminary Approval Order in any material respect and such final refusal decision having become Final; (b) the Court's final refusal to approve the Settlement or any material part thereof and such final refusal decision has become Final; (iii) the Court's final refusal to enter the Final Order in any material respect as to the Settlement and such final refusal decision having become Final; or (iv) the date upon which an order modifying or reversing the Final Order in any material respect becomes Final. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an application by Plaintiffs' Counsel for a Fee and Expense Award, including any application by Plaintiffs for Service Awards, or with respect to any plan of allocation, shall not be considered material to the Settlement, shall not affect the finality of the Final Order, and shall not be grounds for termination of the Settlement.

32. In addition to the grounds set forth in paragraph 31 above, Co-Lead Plaintiffs shall have the unilateral right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so to Defendants within thirty (30) calendar days of any failure of Defendants to cause the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with paragraph 6 above.

33. In the event the Court extends the April 23, 2026 opt-out deadline under the Class Notice or otherwise orders a second opportunity for Class Members to request exclusion from the Class in connection with the Settlement, Defendants shall each have the right to terminate the

Settlement in the event that the total number of persons and entities who validly request exclusion from the Class in connection with the Settlement meet the conditions set forth in the Parties' confidential supplemental agreement (the "Supplemental Agreement"), in accordance with the terms of that agreement. The Supplemental Agreement, which is being executed concurrently herewith, shall not be filed with the Court and its terms shall not be disclosed in any other manner (other than the statements herein and in the Settlement Notice, to the extent necessary, or as otherwise provided in the Supplemental Agreement) unless the Court otherwise directs or a dispute arises between the Parties concerning its interpretation or application, in which event the Parties shall submit the Supplemental Agreement to the Court *in camera* and request that the Court afford it confidential treatment. Notwithstanding the foregoing, in the event that the Court requires disclosure to the Class of the Supplemental Agreement in whole or in part, the Parties will comply and will not void the Settlement on that basis. In the event that the Court does not extend the April 23, 2026 opt-out deadline under the Class Notice or does not otherwise provide a second opportunity for Class Members to exclude themselves from the Class in connection with the Settlement, Defendants will have no right to terminate the Settlement pursuant to this paragraph.

34. If (i) Co-Lead Plaintiffs exercise their right to terminate the Settlement as provided in this Stipulation; or (ii) Defendants exercise their right to terminate the Settlement as provided in this Stipulation, then:

(a) The Settlement and the relevant portions of this Stipulation shall be canceled and terminated;

(b) Plaintiffs and Defendants shall revert to their respective positions in the Action as of immediately prior to the Parties' execution of the Term Sheet on April 14, 2026;

(c) The terms and provisions of this Stipulation, with the exception of this paragraph and paragraphs 13, 15, 35, and 58 of this Stipulation, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Final Order or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*; and

(d) Within thirty (30) calendar days after joint written notification of termination is sent by Defendants' Counsel and Co-Lead Counsel to the Escrow Agent, the Settlement Fund (after giving effect to any change in value as a result of the investment of the Settlement Fund and including any funds received by Plaintiffs' Counsel consistent with paragraph 15 above), less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes paid, due, or owing shall be refunded by the Escrow Agent to Defendants and/or such other person or entity contributing to the payment of the Settlement Amount, with the refund allocated according to the respective contributions to the Settlement Amount (according to instructions to be provided by Defendants to Co-Lead Counsel). In the event that the funds received by Plaintiffs' Counsel or Plaintiffs consistent with paragraph 15 above have not been refunded to the Settlement Fund within the thirty (30) calendar days specified in this paragraph, those funds shall be refunded by the Escrow Agent to Defendants and/or such other person or entity contributing to the payment of the Settlement Amount, with the refund allocated according to the respective contributions to the Settlement Amount (according to instructions to be provided by Defendants to Co-Lead Counsel) immediately upon their deposit into the Escrow Account consistent with paragraph 15 above.

X. NO ADMISSION OF WRONGDOING

35. Neither this Stipulation (whether or not consummated), including the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be

approved by the Court), the negotiations leading to the execution of this Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Released Defendants' Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendants' Persons with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendants' Persons or in any way referred to for any other reason as against any of the Released Defendants' Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered against any of the Released Plaintiffs' Persons, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiffs' Persons that any of their claims are without merit, that any of the Released Defendants' Persons had meritorious defenses, or that damages recoverable under the Petitions would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Plaintiffs' Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall be construed against any of the Released Persons as an admission, concession, or presumption that the consideration to be given hereunder represents the consideration which could be or would have been achieved after trial; *provided, however*, that if this Stipulation is approved by the Court, the Parties and the Released Persons and their respective counsel may refer to it to effectuate the protections from liability granted under this Stipulation or otherwise to enforce the terms of the Settlement.

XI. MISCELLANEOUS PROVISIONS

36. All of the exhibits attached hereto are incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of this Stipulation shall prevail.

37. Each of the Defendants warrants that, as to the payments made or to be made on behalf of him, her, or it, at the time of entering into this Stipulation and at the time of such payment he, she, or it, or to the best of his, her, or its knowledge any persons or entities contributing to the payment of the Settlement Amount, were not insolvent, nor will the payment required to be made by or on behalf of them render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by each of the Defendants and not by their counsel.

38. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiffs, Plaintiffs and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Final Order entered in favor of

Defendants and the other Released Persons pursuant to this Stipulation, in which event the Releases and Final Order shall be null and void, and Plaintiffs and Defendants shall be restored to their respective positions in the litigation as provided in paragraph 34 above and any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with respect to the Settlement Fund and less any Notice and Administration Costs actually incurred, paid, or payable) shall be returned as provided in paragraph 34 above.

39. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiffs and any other Class Members against Defendants with respect to the Released Plaintiffs' Claims. Accordingly, Plaintiffs and their counsel and Defendants and their counsel agree not to assert in any forum that this Action was brought by Plaintiffs or defended by Defendants in bad faith or without a reasonable basis. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

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

and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

41. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of each of the Parties (or their successors-in-interest).

42. The headings herein are used for the purpose of convenience only and are not meant to have legal effect. The use of the word "including" herein shall mean "including without limitation."

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

44. Without further Order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

45. The administration and 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 awards of attorneys' fees and Litigation Expenses to Plaintiffs' Counsel, and enforcing the terms of this Stipulation, including the Plan of Allocation (or such other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement Fund to Eligible Class Members.

46. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of such breach by any other Party or a waiver by the waiving Party of any other prior or subsequent breach of this Stipulation.

47. This Stipulation and its exhibits constitute the entire agreement among the Parties concerning the Settlement and this Stipulation and its exhibits. Each Party acknowledges that no

other agreements, representations, warranties, or inducements have been made by or on behalf of any Party concerning this Stipulation or its exhibits other than those contained and memorialized in such documents.

48. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, DocuSign, or by a .pdf/.tiff image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

49. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Parties, and the Released Persons, and any corporation, partnership, or other entity into or with which any Party may merge, consolidate, or reorganize. The Parties acknowledge and agree, for the avoidance of doubt, that the Released Defendants' Persons and the Released Plaintiffs' Persons are intended beneficiaries of this Stipulation and are entitled to enforce the Releases contemplated by the Settlement.

50. The construction, interpretation, operation, effect and validity of this Stipulation and all documents necessary to effectuate it shall be governed by the internal laws of the State of Oklahoma without regard to conflicts of laws.

51. Any action arising under or to enforce this Stipulation or any portion thereof shall be commenced and maintained only in the Court to the extent the Court has jurisdiction over the claims and parties to such action or proceedings.

52. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part 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 among the Parties

and that all Parties have contributed substantially and materially to the preparation of this Stipulation.

53. All counsel and all other persons executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to this Stipulation to effectuate its terms.

54. Co-Lead Counsel and Defendants' Counsel agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required of this Stipulation (including using their respective best efforts to resolve any objections raised to the Settlement), and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

55. If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Plaintiffs or Plaintiffs' Counsel:	Kessler Topaz Meltzer & Check, LLP Attn: Grant Goodhart 280 King of Prussia Road Radnor, PA 19087 Telephone: (484) 270-1405 Email: ggoodhart@ktmc.com
	Bernstein Litowitz Berger & Grossmann LLP Attn: Greg Varallo 500 Delaware Ave. Suite 901 Wilmington, DE 19801 Telephone: (302) 364-3601 Email: greg.varallo@blbglaw.com
If to Defendants:	Whitten Burrage Attn: Michael Burrage

512 North Broadway Ave.
Suite 300
Oklahoma City, Oklahoma 73102
Telephone: 866-491-8405
Email: mburrage@whittenburragelaw.com

Vinson& Elkins LLP
Attn: Michael C. Holmes
Trammell Crow Center
2001 Ross Ave.
Suite 3900
Dallas, Texas 75201
Telephone: 214-220-7700
Email: mholmes@velaw.com

56. Except as otherwise provided herein, each Party shall bear its own costs.

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

58. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, drafts, and proceedings in connection with the preparation and execution of this Stipulation confidential.

59. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of June 18, 2026.

[Signatures Beginning on Next Page]

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