

IN THE CIRCUIT COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT, IN
AND FOR BROWARD COUNTY, FLORIDA

ALLUVIAL FUND, LP,
Derivatively on behalf of Nominal Defendant
EACO Corp.,

Plaintiff,

v.

GLEN F. CEILEY, WILLIAM L. MEANS,
STEPHEN CATANZARO, ELLEN S.
BANCROFT, and DONALD S. WAGNER,

Defendants,

EACO CORPORATION, a Florida
Corporation,

Nominal Defendant.

Case No. CACE 24-012180

Judge: David A. Haimes

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

This Stipulation and Agreement of Settlement, Compromise, and Release, dated January 12, 2026 (the “Stipulation”), is entered into by and among the following parties, by and through their respective undersigned counsel: (i) plaintiff Alluvial Fund, LP (“Plaintiff”), derivatively on behalf of EACO Corporation (“EACO” or the “Company”); (ii) defendants Glen F. Ceiley, William L. Means, Stephen Catanzaro, Ellen S. Bancroft, and Donald S. Wagner (the “Individual Defendants”); and (iii) nominal defendant EACO (together with the Individual Defendants, “Defendants”) (Plaintiff and Defendants are collectively the “Parties” and each is a “Party”). Upon the terms and subject to the conditions set forth herein and the approval of the Court under Fla. Stat. § 607.0745, the Settlement embodied in this Stipulation is intended to be a full and final disposition of the claims asserted against the Individual Defendants in the above-captioned

shareholder derivative action (the “Action”) and to fully, finally, and forever compromise, resolve, discharge, and settle all Released Plaintiff’s Claims as against the Released Defendants’ Persons and all Released Defendants’ Claims as against the Released Plaintiff’s Persons (as defined below).

WHEREAS:

A. On December 11, 2023, Plaintiff served a Demand for Inspection of Books and Records Pursuant to Fla. Stat. § 607.1602 (“Demand”) on EACO.

B. On February 1, 2024, EACO, Plaintiff, and Plaintiff’s Counsel entered into a Confidentiality and Non-Disclosure Agreement related to the Demand.

C. On February 1, 2024 and March 22, 2024, EACO produced books and records in response to the Demand.

D. On August 22, 2024, Plaintiff commenced the Action and filed a Verified Shareholder Derivative Complaint against the Individual Defendants and EACO.

E. On November 4, 2024, the Defendants moved to dismiss the initial complaint.

F. On December 19, 2024, Plaintiff filed a Verified Amended Shareholder Derivative Complaint (the “Complaint”).

G. On January 31, 2025, the Defendants moved to dismiss the Complaint. On March 14, 2025, Plaintiff filed an opposition to the motion to dismiss, and on April 4, 2025, Defendants filed a reply in support of the motion to dismiss.

H. On May 7, 2025, the Court held a hearing concerning the motion to dismiss. At the conclusion of the hearing, the Court denied the Defendants’ motion to dismiss, ordered the Parties to attend mediation to attempt to resolve the Action, and asked the parties to submit a proposed order for entry.

I. On May 9, 2025, the Court entered an Order which, *inter alia*, denied the Defendants' motion to dismiss and instructed the Parties to attend mediation to attempt to resolve the Action.

J. On July 14, 2025, representatives of the Parties and/or their respective counsel participated in a mediation session before the Hon. Michael A. Hanzman (Ret.) of Bilzin Sumberg Baena Price & Axelrod LLP. In advance of the mediation, the Parties submitted confidential ex-parte mediation statements to Judge Hanzman.

K. At the mediation, the Parties reached an agreement in principle to settle the Action, the terms of which were memorialized in a Confidential Binding Settlement Term Sheet executed on July 14, 2025 (the "Term Sheet").

L. 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.

M. Plaintiff brought its claims in good faith and continues to believe that its claims have merit but, based upon the risks of continued litigation and the relative costs and benefits to the Company of continuing this Action, Plaintiff and Plaintiff's Counsel have determined that the Settlement is fair, reasonable, adequate, and in the best interests of the Company and its shareholders.

N. The Individual Defendants have denied, and continue to expressly deny, each and all of the claims and contentions alleged by Plaintiff, including any and all allegations of fault, wrongdoing, liability, and the existence of any damages asserted in the Action. Without limiting the generality of the foregoing, the Individual Defendants have denied, and continue to deny, that they have committed any breach of fiduciary duty or wrongdoing, have aided or abetted any such breach or wrongdoing, or have violated any law or statutory duty whatsoever, and each Individual

Defendant expressly maintains that he or she has acted properly and in good faith and has diligently and scrupulously complied with his or her statutory, fiduciary, and other legal duties, to the extent such duties exist, or that the Company or its shareholders suffered any damages or were harmed as a result of any conduct alleged in the Complaint or otherwise. The Individual Defendants have further asserted and continue to assert that at all relevant times they acted in good faith and in a manner they reasonably believed to be in the best interests of the Company and its shareholders. The Individual Defendants are entering into this Stipulation and the Settlement solely to eliminate the burden, expense, disruption, and distraction inherent in further litigation, and thus have concluded that it is desirable that the claims against them be settled on the terms reflected in this Stipulation.

O. This Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession of wrongdoing or liability of any kind on the part of any of the Individual Defendants, with respect to any claim or allegation of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that the Individual Defendants have, or could have, asserted in the Action.

NOW THEREFORE, IT IS STIPULATED AND AGREED, by and among Plaintiff, the Individual Defendants, and the Company, that, subject to the approval of the Court under Fla. Stat. § 607.0745, for good and valuable consideration set forth herein, the sufficiency of which is acknowledged, the claims asserted in the Action shall be finally and fully compromised, settled, resolved, discharged, and dismissed with prejudice, and the Releases under this Stipulation shall be effectuated as set forth in Paragraphs 3–4 of this Stipulation.

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:

1.1 “Action” has the meaning set forth in the Preamble.

1.2 “Board” means the Board of Directors of EACO Corporation.

1.3 “Corporate Governance Changes” means the Policy attached as Exhibit B hereto and described in paragraph 11 of this Stipulation.

1.4 “Defendants” has the meaning set forth in the Preamble.

1.5 “Defendants’ Counsel” means Morgan Lewis & Bockius LLP, counsel for Defendants.

1.6 “Demand” has the meaning set forth in Whereas Clause A.

1.7 “EACO” or the “Company” has the meaning set forth in the Preamble.

1.8 “Escrow Account” means an attorney trust account established by the Escrow Agent. The Escrow Account shall be managed by the Escrow Agent under the supervision of Plaintiff’s Counsel, subject to the Court’s supervisory authority, for the benefit of Minority Shareholders in accordance with the terms of the Stipulation and any order of the Court. The Escrow Account shall require a signature from a partner of the law firm of Wolf Popper LLP or Kreher & Trapani LLP to release any portion of the Settlement Fund.

1.9 “Escrow Agent” means the Huntington Bank or its respective successor(s).

1.10 “Excluded Persons” means (i) any Defendant; (ii) any director or officer of the Company or of any parent or subsidiary thereof; (iii) the Trust; (iv) the Foundation; (v) any family member of any of the foregoing; and (f) any entity in which any of the foregoing owns a material interest.

1.11 “Effective Date” means the date upon which the Judgment becomes Final.

1.12 “Fee and Expense Application” means the application for a payment of attorneys’ fees, costs and expenses incurred by Plaintiffs’ Counsel in connection with investigating, commencing, prosecuting, and settling the Action, and a service award to Plaintiff to compensate it for its service in this Action.

1.13 “Fee and Expense Award” shall mean an award by the Court of attorneys’ fees, costs and expenses, and a service award to Plaintiff to compensate it for its service in this Action.

1.14 “Final,” when referring to the Judgment 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 Judgment or 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 judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari, reconsideration, reargument, or other form of review, or the denial of a writ of 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 the amount, payment, or allocation of attorneys’ fees and expenses shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit or otherwise affect the Judgment, or prevent, limit, delay, or hinder entry of the Judgment.

1.15 “Foundation” means the Glen and Bobbie Ceiley Foundation.

1.16 “Individual Defendants” has the meaning set forth in the Preamble.

1.17 “Judgment” means the Final Order and Judgment, substantially in the form attached hereto as Exhibit A, to be entered by the Court approving the Settlement.

1.18 “Long-Form Notice” means the Notice of Proposed Derivative Settlement, substantially in the form attached hereto as Exhibit C.

1.19 “Minority Shareholders” means all record and beneficial holders of Company common stock, except for any Excluded Persons.

1.20 “Parties” and a “Party” have the meaning set forth in the Preamble.

1.21 “Postcard Notice” means the Postcard Notice of Proposed Derivative Settlement, substantially in the form attached hereto as Exhibit D.

1.22 “Press Release Notice” means the Press Release Notice of Proposed Derivative Settlement, substantially in the form attached hereto as Exhibit E.

1.23 “Notice Program,” “Notice,” or “Notices” means the full program to provide notice of the Settlement to Minority Shareholders, including, without limitation, the Postcard Notice, Long-Form Notice, Press Release Notice, and Settlement Website.

1.24 “Plaintiff” has the meaning set forth in the Preamble.

1.25 “Plaintiff’s Counsel” means, collectively, Wolf Popper LLP, Kreher & Trapani LLP, and Klausner Kaufman Jensen & Levinson, counsel for Plaintiff.

1.26 “Policy” has the meanings set forth in Paragraph 11.

1.27 “Reasonable Notice and Administration Costs” means all reasonable costs, fees, and expenses related to providing notice of the Settlement, including, without limitation, carrying out the Notice Plan and distributing the Settlement Consideration to Minority Shareholders.

1.28 “Record Date” means January 12, 2026.

1.29 “Released Claims” means, collectively, the Released Plaintiff’s Claims and the Released Defendants’ Claims.

1.30 “Released Defendants’ Claims” means any and all past, present, or future claims, including Unknown Claims, relating to the investigation, institution, prosecution, or settlement of the Action, including sanctions, except for claims to enforce the Settlement.

1.31 “Released Defendants’ Persons” means (i) the Company and its parents, subsidiaries, affiliates, predecessors, successors and assigns, and all such entities’ respective past, present and future directors, officers, employees, partners, members, managers, attorneys, advisors, representatives, agents, insurers, reinsurers, consultants, advisors, independent certified public accountants, and auditors; and (ii) the Individual Defendants and each of their respective heirs, family members, executors, administrators, estates, personal or legal representatives, agents, assigns, insurers, reinsurers, attorneys, advisors, and anyone else acting on his or her behalf.

1.32 “Released Plaintiff’s Claims” means any and all past, present, or future claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, promises, actions, potential actions, suits, agreements, judgments, decrees, matters, issues, controversies, and causes of action of any and every kind, nature, or description whatsoever, whether legal or equitable, known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims (as defined below), whether arising under or based on state, local, federal, common, statutory, regulatory, foreign, or other law or rule, that (i) were asserted in the Action; or (ii) are claims that could have been asserted, now could be asserted, or in the future could be, can be, or might be asserted by a shareholder acting derivatively on behalf of the

Company in the Action or in any other forum that concern, involve, arise out of, are based upon, or relate to any of the allegations, practices, facts, transactions, events, occurrences, conduct, actions, failures to act, disclosures, statements, or omissions alleged, set forth, or referred to in the Complaint, except for claims to enforce the Settlement.

1.33 “Released Plaintiff’s Persons” means Plaintiff, and its respective affiliates, officers, directors, employees, agents, insurers, attorneys (including Plaintiff’s Counsel), and assigns.

1.34 “Released Persons” means, collectively, the Released Plaintiff’s Persons and the Released Defendants’ Persons.

1.35 “Releases” means the releases set forth in Paragraphs 3 and 4 of this Stipulation.

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

1.37 “Settlement Administrator” means the firm of A.B. Data Ltd., which shall administer the provision of Notice and distribution of the Settlement Payment to Minority Shareholders.

1.38 “Settlement Consideration” means the Settlement Payment, the Corporate Governance Changes, and the Reasonable Notice and Administration Costs.

1.39 “Settlement Payment” means \$350,000 (three hundred fifty thousand dollars).

1.40 “Settlement Hearing” means the hearing to be set by the Court under Fla. Stat. § 607.0745 to consider, among other things, final approval of the Settlement.

1.41 “Settlement Website” means a website created by the Settlement Administrator in connection with administration of the Settlement and the Notice Program.

1.42 “Stipulation” has the meaning set forth in the Preamble.

1.43 “Trust” means the Glen F. Ceiley and Barbara A. Ceiley Revocable Trust.

1.44 “Unknown Claims” means any Released Plaintiff’s Claims that Plaintiff or any Company shareholder does not know or suspect to exist in the Company’s favor at the time of the release of the Released Defendants’ Persons, and any Released Defendants’ Claims that any Individual Defendant or the Company does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff’s Persons, including 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, the Parties shall expressly waive and, by operation of the judgment, the Parties and each Company shareholder shall be deemed to have 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.

The Parties acknowledge that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiff’s Claims and the Released Defendants’ Claims, but that it is the Parties’ intention to completely, fully, finally, and forever extinguish any and all Released Plaintiff’s Claims and Released Defendants’ Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore

existed, or may hereafter exist, whether or not concealed or hidden, upon any theory of law or equity now existing or coming into existence in the future, and without regard to the subsequent discovery of additional or different facts. The Parties acknowledge, and each Company shareholder, by operation of the Judgment, shall be deemed to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement.

II. RELEASE OF CLAIMS

2. The obligations incurred by the Individual Defendants and the Company pursuant to this Stipulation are in consideration of: (a) the full and final dismissal of the Action; and (b) the Releases provided for under this Stipulation. Upon entry of the Judgment approving the Settlement as between all Parties, the Action shall be dismissed with prejudice on the merits.

3. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement: (a) Released Plaintiff's Persons shall have, and by operation of law and of the Judgment shall be deemed to have, fully, finally, and forever dismissed with prejudice, released, settled, resolved, extinguished, and discharged the Released Plaintiff's Claims against the Released Defendants' Persons; and (b) Released Plaintiff's Persons, and any past, present or future shareholder of the Company acting derivatively on behalf of EACO, shall forever be barred and enjoined from prosecuting, commencing, instituting, instigating, facilitating, asserting, maintaining, or participating in any and all of the Released Plaintiff's Claims against the Released Defendants' Persons.

4. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Released Defendants' Persons shall have, and by operation of law and of the Judgment shall be deemed to have, fully, finally, and forever dismissed with prejudice, released, settled, resolved, extinguished, and discharged the Released Defendants' Claims against the Released Plaintiff's Persons, and shall forever be barred and enjoined from prosecuting,

commencing, instituting, instigating, facilitating, asserting, maintaining, or participating in any and all of the Released Defendants' Claims against the Released Plaintiff's Persons.

5. Notwithstanding Paragraphs 3 and 4 above, nothing in the Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment. Moreover, nothing in this Stipulation shall affect, release, or waive any Individual Defendants' claims for advancement or indemnity of their legal fees, costs, and expenses incurred in connection with the Action or this Settlement, or any claims or rights that any Individual Defendant may have against any of his or her respective insurers, co-insurers, or reinsurers.

III. SETTLEMENT CONSIDERATION

6. No later than 10 (ten) calendar days after the Court enters the Judgment and the Judgment becomes Final, Defendants shall pay or cause their insurers to pay the Settlement Payment into the Escrow Account. The Escrow Account shall be a non-interest bearing Attorney Trust Account. The Released Defendants' Persons, their counsel, and their insurers shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent.

7. All funds held by the Escrow Agent or in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Stipulation and/or further order(s) of the Court. Subject to further order(s) and/or directions as may be made by the Court, or as provided in this Stipulation, the Escrow Agent is authorized to execute such transactions as are consistent with the terms of this Stipulation.

8. After the Effective Date of the Settlement, as set forth herein, the Settlement Payment shall be allocated among and distributed to the Minority Shareholders *pro rata* in proportion to their equity ownership of Company as of the Record Date. The Settlement

Administrator, under supervision of Plaintiff's Counsel, shall allocate and distribute the Settlement Payment to the Minority Shareholders pursuant to the Plan of Distribution attached hereto as Exhibit F and as approved by the Court and pursuant to the terms of the Judgment. Defendants shall have no responsibility or liability for any claims, payments or determinations that the Settlement Administrator makes with respect to any Minority Shareholders' claims for payment under this Settlement, or right to participate in any such determinations by the Settlement Administrator. Defendants, Released Defendants' Persons, their insurers, and any person who or which paid any portion of the Settlement Payment shall have no reversionary interest in the Settlement Payment or the Escrow Account.

9. Plaintiff and Plaintiff's Counsel shall have sole responsibility to oversee, and Defendants shall have no role in supervising, the Settlement Administrator's activities.

10. The Company shall pay or cause their insurers to pay all Reasonable Notice and Administration Costs.

11. As soon as practicable after the Court enters the Judgment and the Judgment becomes Final, the Individual Defendants shall make their best efforts to cause the Company to adopt, and the Company shall, by and through its Board or as otherwise required or permitted under governing law, adopt a policy in a form substantially as attached hereto as Exhibit B (the "Policy"). Promptly after adopting the Policy, the Company shall post a copy of the Policy on the investor relations section of its website and include the Policy as an Exhibit to its next 10-Q or 10-K filing with the SEC.

IV. ATTORNEYS' FEES AND REIMBURSEMENT OF COSTS AND EXPENSES

12. In connection with the Settlement, and pursuant to and in accordance with Fla. Stat. § 607.0746, Plaintiff's Counsel will apply to the Court for a Fee and Expense Award, which, if awarded, shall be paid by the Individual Defendants or their insurers.

13. EACO agrees that the Settlement confers substantial benefits on EACO and the Minority Shareholders, including but not limited to by way of the Settlement Consideration set forth herein. The Company acknowledges and agrees that the Company's payment of the Settlement Amount and Reasonable Notice and Administration Costs and adoption of the Corporate Governance Changes were the direct result of the Action, and that the Settlement Consideration confers substantial benefits on EACO and the Minority Shareholders.

14. In light of the substantial benefits produced for EACO and the Minority Shareholders by Plaintiff and Plaintiff's Counsel, in connection with the Settlement, the Action, and the Demand, and subject to approval of the Court, Defendants or their insurer shall pay to Plaintiff's Counsel their attorneys' fees in the amount of \$730,000.00, plus costs and expenses in the amount of \$45,000.00. Plaintiff may also seek a service award not to exceed \$3,000. If approved by the Court, the service award shall be paid out of any Fee and Expense Award to Plaintiff's Counsel. As such, Plaintiff and Plaintiff's Counsel will make a Fee and Expense Application to the Court in the amount of \$775,000.00. Plaintiff and Plaintiff's Counsel agree not to request that any greater amount be awarded to Plaintiff's Counsel by the Court, not to seek payment of attorneys' fees and expenses from any person or entity other than Defendants or their insurers, and not to accept any greater amount from Defendants or their insurers; provided, however, that nothing in this paragraph shall bar Plaintiff's Counsel from seeking additional reimbursement pursuant to the Plan of Distribution. Defendants agree that they will not oppose the Fee and Expense Application, including the request for a service award to Plaintiff, so long as the Fee and Expense Application does not exceed \$775,000.00.

15. Plaintiff and Plaintiff's Counsel agree to make the Fee and Expense Application at least 28 days before the Settlement Hearing.

16. The Fee and Expense Award, if any, shall be paid to Plaintiff's Counsel immediately upon the Judgment becoming Final.

17. The Fee and Expense Award shall be subject to Court approval. It is not a condition of this Stipulation, the Settlement, or the Judgment that the Court award any attorneys' fees, costs, or expenses. In the event that the Court does not award attorneys' fees, costs, or expenses, or in the event the Court makes an award in an amount that is less than the amount requested by Plaintiff's Counsel or is otherwise unsatisfactory to Plaintiff's Counsel, 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 Plaintiff nor Plaintiff's Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to any request for attorneys' fees or expenses.

18. Plaintiff's Counsel shall allocate any Fee and Expense Award amongst their respective firms in a manner which they, in their discretion, believe reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action. The Released Defendants' Persons shall have no responsibility for or liability whatsoever with respect to the allocation or award of the Fee and Expense Award, if any, to Plaintiff's Counsel.

V. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

19. As soon as practicable after execution of this Stipulation, Plaintiffs shall apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as Exhibit G, providing for, among other things: (a) approval of the form and content of the proposed Notices, if required by the Court; (b) dissemination of the Notice(s), if required by the Court; (c) a stay of the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, and a bar on Company shareholders initiating other actions or proceedings asserting any Released Plaintiff's Claims; and (d) scheduling of the Settlement Hearing to

consider: (i) final approval of the proposed Settlement, (ii) the joint request of the Parties that the Judgment, substantially in the form attached hereto as Exhibit A, be entered by the Court, (iii) Plaintiff's Counsel's application for a Fee and Expense Award; and (iv) any objections to any of the foregoing. The Parties shall take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order. The date, time, and format (in person or remote) of the Settlement Hearing shall be set by the Court.

20. It shall be solely Plaintiff's Counsel's and the Settlement Administrator's responsibility to disseminate the Notices to Minority Stockholders in accordance with this Stipulation and as ordered by the Court. Minority Stockholders shall have no recourse as to the Released Defendants' Persons with respect to any claims they may have that arise from any failure of the Notice process.

21. Subject to the supervision of Plaintiff's Counsel, the Settlement Administrator shall disseminate the Notices as ordered by the Court.

22. The Company or its insurers shall pay any and all Reasonable Notice and Administration Costs regardless of whether the Court approves the Settlement or the Effective Date fails to occur or the Settlement is terminated pursuant to its terms. Plaintiff and Plaintiff's Counsel shall not be responsible for any Reasonable Notice and Administration Costs.

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

VI. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION

24. Plaintiff 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 twenty

(20) business days of: (a) the Court's Final refusal to enter the Scheduling 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; (c) the Court's final refusal to enter the Judgment in any material respect as to the Settlement and such final refusal decision having become Final; or (d) the date upon which an order modifying or reversing the Judgment 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 Plaintiff's Counsel for a Fee and Expense Award shall not be considered material to the Settlement, shall not affect the finality of the Judgment, and shall not be grounds for termination of the Settlement.

25. If (i) Plaintiff exercises its 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 (with the exception of Paragraphs 22 and 26), shall be canceled and terminated; and (b) Plaintiff and Defendants shall revert to their respective positions in the Action as of immediately prior to the Parties' execution of the Term Sheet.

VII. NO ADMISSION OF WRONGDOING

26. The Individual Defendants deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever in the Action. The Term Sheet, the Stipulation (whether or not consummated), including the exhibits hereto, the negotiations leading to the execution of this Stipulation, and 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 not 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 Plaintiff 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 not be offered against any of the Released Plaintiff's Persons, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiff's Persons that any of the claims asserted in the Action are without merit, that any of the Released Defendants' Persons had meritorious defenses, or that damages recoverable in the Action would not have exceeded the amount of the Settlement Payment 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 Plaintiff's 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; and

(c) shall not 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.

27. The Stipulation, whether or not consummated, any proceedings relating to the Settlement, or any of the terms of the Settlement, whether or not consummated, shall in no event be construed as, or deemed to be evidence of, an admission or concession on the part of Plaintiff concerning any infirmity in the claims asserted in the Action.

VIII. MISCELLANEOUS PROVISIONS

28. 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 Plaintiff with respect to the Released Plaintiff's Claims. Accordingly, the Parties agree not to assert in any forum that this Action was brought by Plaintiff 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 mediation and 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.

29. The Parties shall not make any accusations of wrongful or actionable conduct by any Party or Party's counsel concerning the investigation, initiation, prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement or any provision of this Stipulation constitutes an admission with respect to any claim or defense alleged. The Parties agree that the claims and defenses asserted in this Action were made in good faith and do not support the issuance of sanctions for unsupported claims or defenses under Fla. Stat. § 57.105.

30. 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), that specifically refers to this Stipulation.

31. 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.”

32. 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 first day thereafter that is not a Saturday, Sunday, or legal holiday.

33. 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.

34. 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, costs, and expenses to Plaintiff’s Counsel and enforcing the terms of this Stipulation.

35. This Stipulation and its exhibits constitute the entire agreement among the Parties concerning the subject matter hereof and supersede all written or oral communications, agreements or understandings that may have existed prior to the execution of this Stipulation, including the Term Sheet. Each Party acknowledges that no other agreements, representations, warranties, inducements, or statements of any nature, whether written or oral, 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.

36. This Stipulation may be executed by counsel for the Parties in one or more counterparts, including by signature transmitted via facsimile, DocuSign, or by a .pdf/.tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument. Each counsel signing this Stipulation represents and warrants

that he or she has the authority from his or her client(s) to enter into this Stipulation and bind his or her client(s).

37. 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 Plaintiff's Persons are intended beneficiaries of this Stipulation and are entitled to enforce the Releases contemplated by the Settlement.

38. 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 Florida without regard to conflicts of laws.

39. The Parties irrevocably and unconditionally (i) consent to submit to the sole and exclusive jurisdiction of the Court for any litigation arising out of or relating in any way to the Stipulation or the Settlement; (ii) agree that any dispute arising out of or relating in any way to the Stipulation or the Settlement shall not be litigated or otherwise pursued in any forum or venue other than the Court; (iii) waive any objection to the laying of venue of any such litigation in the Court; (iv) agree not to plead or claim that such litigation brought in the Court has been brought in an inconvenient forum; and (v) expressly waive any right to demand a jury trial as to any such dispute.

40. 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.

41. The Parties' respective counsel agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required of this Stipulation (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.

42. 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 delivery and read receipt requested, or one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid). Notice shall be provided as follows:

If to Plaintiff:

WOLF POPPER LLP
Attn: Carl L. Stine, Esq. and Joshua W. Ruthizer, Esq.
845 Third Avenue
New York, NY 10022
Email: cstine@wolfdopper.com
Email: jruthizer@wolfdopper.com

If to Defendants:

MORGAN, LEWIS & BOCKIUS LLP
Attn: Michael D. Blanchard
One State Street
Hartford, CT 06103
Email: michael.blanchard@morganlewis.com

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

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

45. Whether or not the Stipulation is approved by the Court and whether or not the Settlement is consummated, or the Effective Date occurs, the Parties and their respective 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.

46. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist on the strict performance of any and all of the provisions of this Stipulation to be performed by such other Party. No waiver, express or implied, by any Party of any breach or default in the performance by the other Party of its obligations under this Stipulation shall be deemed or construed to be a waiver of any other breach, whether prior, subsequent, or contemporaneous, under this Stipulation.

47. Nothing in this Stipulation, or the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, the attorney-client privilege, the joint defense privilege, work product protection, or mediation privilege.

48. Plaintiff represents and warrants that none of the Released Plaintiff's Claims has been assigned, encumbered, or in any manner transferred in whole or in part, and each of the Defendants represents and warrants that none of the Released Defendants' Claims has been assigned, encumbered, or in any manner transferred in whole or in part.

49. Notwithstanding anything to the contrary set forth in this Stipulation, the Released Defendants' Persons may file this Stipulation and/or the Judgment in any action that has been or may be brought against them to support a claim or defense based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory

of claim preclusion or issue preclusion or similar defense or counterclaim, or in connection with any insurance litigation.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of January 12, 2026.

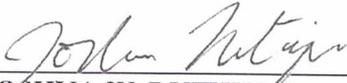
[Signatures Beginning on Next Page]

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and Donald S. Wagner and Nominal
Defendant EACO Corporation*