

**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

DONALD REITH, individually and  
on behalf of all others similarly  
situated,

Plaintiff,

v.

WARREN G. LICHTENSTEIN, GLEN  
M. KASSAN, WILLIAM T. FEJES,  
JR., JACK L. HOWARD, JEFFREY J.  
FENTON, PHILIP E. LENGYEL,  
JEFFREY S. WALD, STEEL  
PARTNERS HOLDINGS L.P., STEEL  
PARTNERS, LTD., SPH GROUP  
HOLDINGS LLC, HANDY &  
HARMAN LTD., and WHX CS  
CORP.,

Defendants,

-and-

STEEL CONNECT, INC., a Delaware  
Corporation,

Nominal Defendant.

C.A. No. 2018-0277-MTZ

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

**TO:** ALL RECORD HOLDERS AND BENEFICIAL OWNERS OF  
SHARES OF COMMON STOCK OF STEEL CONNECT, INC. WHO

OWNED SHARES BETWEEN AND INCLUDING DECEMBER 15, 2017 AND FEBRUARY 18, 2022

IF YOU HELD COMMON STOCK FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS NOTICE TO SUCH BENEFICIAL OWNER.

This Notice of Pendency of Derivative and Class Action, Proposed Settlement of Derivative and Class Action, Settlement Hearing, and Right to Appear (the “Notice”) relates to a proposed settlement (the “Settlement”) of the above-captioned action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”).

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.  
YOUR RIGHTS WILL BE AFFECTED BY THE ACTION.**

A Stipulation and Agreement of Compromise, Settlement, and Release (the “Stipulation”)<sup>1</sup> was entered into as of February 18, 2022 among (i) Plaintiff Donald D. Reith (the “Plaintiff”); (ii) Warren G. Lichtenstein (“Lichtenstein”), Glen M. Kassan (“Kassan”), William T. Fejes, Jr. (“Fejes”), Jack L. Howard (“Howard”), Jeffrey J. Fenton (“Fenton”), Jeffrey S. Wald (“Wald”) (collectively, the “Individual Defendants”), Steel Partners Holdings L.P. (“Steel Holdings”), SPH Group Holdings LLC<sup>2</sup>; and (iii) nominal defendant Steel Connect, Inc. (“STCN” or the “Company” and together with the Individual and Institutional Defendants, the “Defendants,” and the Defendants and Plaintiff together, the “Parties”). The Settlement set forth in the Stipulation is contingent on its approval by the Court.

**Please note:** Although the Action was brought as a class and derivative action, the only remaining claims after the Court’s ruling on the motions to dismiss were derivative, except for a disclosure claim. Thus, the benefits from the Settlement will go to the Company, as the remaining claims are asserted on its behalf. Individual class members will not receive any direct payment from the Settlement. Also, please

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<sup>1</sup> The capitalized terms used in this Notice and not otherwise defined are defined in the Stipulation. A copy of the Stipulation, including Exhibits, is available at <https://ir.steelconnectinc.com/investor-information>.

<sup>2</sup> Steel Holdings and SPH Group Holdings are referred to as the “Institutional Defendants.” The Individual Defendants and the Institutional Defendants are referred to as the “Individual and Institutional Defendants.”

note that there is no proof of claim form for stockholders to submit in connection with this Settlement, and stockholders are not required to take any action in response to this Notice.

## WHAT IS THE PURPOSE OF THIS NOTICE?

1. This Notice is provided to STCN stockholders pursuant to an order of the Court. This is not a solicitation from a lawyer. The purpose of this Notice is to inform you about the pendency of the Action, which was brought by the Plaintiff on behalf of and for the benefit of the Company and its stockholders, the proposed Settlement, a hearing on the proposed Settlement (the “Settlement Hearing”), and your right, among other things, to participate in the Settlement Hearing.

2. Pursuant to the Court’s Scheduling Order, the Settlement Hearing will be held on August 12, 2022, at 1:30 p.m., at Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, 12<sup>th</sup> Floor, Courtroom 12B (or at such a date and time as the Court may direct without further notice), to: (i) determine whether the Plaintiff and the Plaintiff’s counsel have adequately represented the interests of STCN and its stockholders; (ii) determine whether the proposed Settlement, as set forth in the Stipulation, should be approved by the Court as fair, reasonable, adequate, and in the best interests of the Company and its stockholders; (iii) determine whether an order and judgment should be entered approving the Settlement and dismissing the Action with prejudice, releasing, barring, and enjoining prosecution of Plaintiff’s Released Claims (as summarized in paragraph 29 below), upon the terms and conditions set forth in the Stipulation; (iv) hear and determine any objections to the Settlement; (v) hear and determine the application for an award of fees and expenses as summarized in paragraph 31 below; and (v) hear other such matters as the Court may deem necessary and appropriate.

3. The Court has reserved the right to adjourn and reconvene the Settlement Hearing without further notice to you other than by announcement at the Settlement Hearing or any adjournment thereof. The Court has further reserved the right to approve the Settlement, at or after the Settlement Hearing, with such modifications as may be consented to by the Parties to the Stipulation and without further notice of any kind.

## WHAT IS THIS CASE ABOUT?

**4. THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES BY ANY OF THE PARTIES. IT IS BASED ON STATEMENTS OF THE PARTIES AND IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THE ACTION AND OF THE PROPOSED SETTLEMENT OF THE ACTION SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY, OR MAY NOT, WISH TO TAKE IN RELATION TO THE ACTION.**

5. Plaintiff is a stockholder of STCN. The Individual Defendants were members of STCN's Board of Directors at the time of some or all of the events alleged in the Complaint.

6. Plaintiff filed the Complaint on April 13, 2018. The Complaint sought relief derivatively on behalf of STCN and directly on behalf of the stockholders of STCN.

7. The Complaint alleges, among other things, that:

(i) Steel Holdings is a controlling stockholder of the Company;

(ii) Individual Defendants breached their fiduciary duties when, effective December 15, 2017, they approved the sale of 35,000 shares of newly created Series C Convertible Preferred Stock to Steel Holdings for \$1,000 per share, for an aggregate purchase price of \$35 million (the "Preferred Stock Transaction") and caused STCN to issue a total of 5.5 million shares of common stock and restricted stock as equity grants to three directors affiliated with Steel Holdings (the "Equity Grants") for the purpose of entrenching Steel Holdings and increasing its control of the Company by approving transactions that provided Steel Holding's majority control at an unfair price and appointing two additional directors to the Board who lack independence from Steel Holdings;

(iii) Individual Defendants breached their fiduciary duties by filing and seeking stockholder action on the basis of a materially false and misleading Proxy Statement dated March 19, 2018 filed as Schedule 14A with the SEC (the "2017 Proxy");

(iv) Individual Defendants breached their fiduciary duties by approving and/or accepting a stock award in violation of the terms of the Company's stockholder-approved 2010 Incentive Award Plan (the "2010 Plan"); and

(v) Institutional Defendants aided and abetted the Individual Defendants' breaches of fiduciary duties by causing the Board to approve the Preferred Stock Transaction and the Equity Grants for Steel Holding's benefit.

8. The Complaint sought the following, among other, relief:

(i) A finding that the Equity Grants were not authorized by the 2010 Plan;

(ii) An order for rescission of 2018 amendments to the 2010 Plan and of the 1,450,000 shares granted to Lichtenstein, Howard, and Fejes contingent on those amendments;

(iii) An order for disgorgement of any compensation, stock, or Company property wrongfully obtained;

(iv) A finding that the 2017 Proxy was false and misleading;

(v) An award for the Company and/or the stockholders of the amount of damages it sustained as a result of Defendants' alleged breaches of fiduciary duties and waste of corporate assets; and

(v) An award for Plaintiff of the costs, expenses, and disbursements of the action, including any attorneys' and experts' fees and, if applicable, pre-judgment and post-judgment interest.

9. Before bringing the Complaint, Plaintiff and his counsel obtained from the Company books and records under Section 220 of the Delaware General Corporation Law.

10. On June 8, 2018, Defendants moved to dismiss the Complaint.

11. On June 28, 2019, the Court issued a Memorandum Opinion granting in part and denying in part the motions to dismiss. The Court denied Defendants' motions to dismiss with respect to the following claims: (1.) the derivative breach of fiduciary duty claims concerning the Preferred Stock against Lichtenstein, Kassan, Fejes, Howard; (2.) the derivative breach of fiduciary duty claims concerning the

Equity Grants against the Individual Defendants; (3.) the derivative breach of fiduciary duty claim against Steel Holdings; (4.) the direct breach of fiduciary duty claims concerning the disclosures in the Proxy against the Individual Defendants; (5.) the unjust enrichment claims concerning the Equity Grants against Steel Holdings, Lichtenstein, Fejes, and Howard; and (6.) the unjust enrichment claims concerning the Preferred Stock against Steel Holdings and SPH Group Holdings LLC.<sup>4</sup>

12. The Court dismissed: (1) all direct claims, except for the disclosure claim; (2) the derivative breach of fiduciary duty claims concerning the Preferred Stock against Fenton, Lengyel, and Wald; (3) the aiding and abetting claims; (4) the unjust enrichment claims concerning the Equity Grants against SPH Group Holdings LLC; and (5) the unjust enrichment claims with respect to the Preferred Stock against Lichtenstein, Fejes, and Howard. The Court dismissed Steel Partners, LTD., Handy & Harman Ltd., and WHX CS Corp in their entirety.

13. On September 6, 2019, the Individual and Institutional Defendants filed answers to the Complaint, denying any liability and asserting various affirmative defenses.

14. Plaintiff's Counsel obtained and reviewed extensive document discovery produced or served in the Action.

15. Following an analysis of the strengths and weaknesses of the Action, including review and analysis of the discovery received, Plaintiff and Plaintiff's Counsel believe that the settlement consideration reflected below provides the Company and its stockholders with substantial benefits that address each of the claims in the Complaint—to the extent such claims were not dismissed.

16. At all times, each of the Individual and Institutional Defendants has denied, and continues to deny, the allegations of wrongdoing in the Complaint, including that he or it committed a breach of a fiduciary duty.

17. Each of the Individual and Institutional Defendants expressly maintains that he or it has at all times complied with his or its fiduciary and other legal duties.

18. On March 17, 2022, the Court entered the Scheduling Order scheduling the Settlement Hearing; staying and suspending all proceedings in the Action, other than proceedings necessary to carry out the terms and conditions of the Stipulation and the Settlement, until further order of the Court; and enjoining the Plaintiff and all of the Company's stockholders from commencing or prosecuting any action asserting any Released Claims as defined in the Stipulation.

## WHY ARE THE PARTIES SETTLING?

19. Plaintiff and Plaintiff's Counsel have determined that the terms of the Settlement are fair, reasonable, adequate, and in the best interests of the Company and its stockholders and that it is reasonable to pursue a settlement of the Action based upon those terms and the procedures outlined herein.

20. Defendants, solely to avoid the burden, expense, distraction, and uncertainties inherent in further litigation, and without admitting the validity of any allegations made in the Action, or acknowledging any liability with respect thereto, have concluded that it is desirable that the claims against them be settled on the terms reflected in the Stipulation.

21. Defendants maintain that they have not breached any fiduciary duty, have not engaged in any of the wrongful acts alleged in the Action, and expressly maintain that each of them diligently and scrupulously complied with his or its fiduciary and other legal duties, as applicable, and entered into the Stipulation solely to eliminate the burden and expense inherent in further litigation. Similarly, Plaintiff's entry into the Stipulation is not an admission as to the lack of merit of any of the claims asserted in the Action, or any admission of the validity of any of Defendants' defenses to liability. Each of the Parties recognizes and acknowledges, however, that the Action has been brought by the Plaintiff in good faith and defended by Defendants and the Company in good faith, and that the Action is being voluntarily settled with the advice of counsel.

## WHAT ARE THE TERMS OF THE SETTLEMENT?

22. The terms and conditions of the Settlement are set forth in detail in the Stipulation, which has been filed with the Court. The Settlement is subject to and will become effective only upon approval by the Court. This Notice includes only a summary of various terms of the Settlement, and it does not purport to be a comprehensive description of its terms, which are available for review as described.

23. Individual and Institutional Defendants shall cause their directors' and officers' liability insurance carriers to pay the amount of \$2,750,000 in cash (the "Settlement Payment") to STCN.

24. A total of 3.3 million shares of STCN common stock (consisting of the remaining 450,000 unvested shares and 2,850,000 vested shares), as adjusted to give effect to the one-for-ten reverse stock split approved by STCN’s stockholders at the annual meeting on July 26, 2021 (if such reverse stock split is effected prior to the surrender of such shares) (the “Settlement Shares”) have been or shall be surrendered by Individual Defendants Lichtenstein, Fejes and Howard to STCN and cancelled.

25. The Settlement was conditioned upon the STCN Board of directors approving, and the STCN Board has approved, the corporate governance matters set forth in Attachment A to the Stipulation. Those matters will remain in effect for at least until the earlier of (i) three (3) years after the effective date of the settlement, or (ii) such time as STCN ceases to be listed on NASDAQ or a national securities exchange.

26. The class certification and release set forth in paragraphs 27 and 29 below will occur.

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

27. If the Settlement is approved, the Court will enter an Order and Final Judgment (the “Judgment”). For purposes of settlement, the Court will certify a non-opt-out class (the “Class”) consisting of all record holders and beneficial owners of STCN common stock and preferred stock who held such stock at any time between and including December 15, 2017 and February 18, 2022, with standing to assert Plaintiff’s Released Claims (defined below), including any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, transferees, and assigns, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective successors-in-interest, successors, predecessors-interest, predecessors, transferees, and assigns, in their capacities as such only.

28. Pursuant to the Judgment, the terms of settlement summarized in paragraphs 20 through 23 above will take effect.

29. Pursuant to the Judgment, the Action will be dismissed with prejudice and the following releases will bind the Parties and the Class:



**Plaintiff's Released Claims:** Plaintiff, STCN, and each and every member of the Class fully, finally, and forever release, settle, and discharge, and shall forever be enjoined from prosecuting, against the Individual and Institutional Defendants, all past and present officers and directors of STCN, any other of Defendants' past and present officers or directors, and any of their respective agents, representatives, estates, affiliates, direct and indirect parent and subsidiary entities, partners, members, insurers, reinsurers, and advisors, any and all claims, including unknown claims, that Plaintiff asserted in the complaint filed in the Action, or that STCN could have asserted directly, or that Plaintiff or any other STCN stockholder could have asserted derivatively on behalf of STCN or directly on the stockholder's own behalf, in any forum, based upon, arising out of, relating to, or concerning (which phrases are intended to be construed as broadly as permitted under applicable Delaware law as to the scope of releases provided in consideration for settlement of derivative or class claims) the matters alleged in the complaint filed in the Action, including without limitation (i) equity shares granted by STCN to Lichtenstein, Fejes and Howard, (ii) the December 2017 ModusLink/IWCO merger and the financing arrangements concurrent therewith, including the preferred stock transaction between STCN and SPH Group Holdings LLC; and (iii) the 2017 Proxy and the stockholder vote that followed it; provided, however, that the Release of Individual and Institutional Defendants shall not apply to any claims relating to the enforcement of the Settlement.

**Defendants' Released Claims:** The Individual and Institutional Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such only, will fully, finally and forever release, settle, and discharge, and shall forever be enjoined from prosecuting, against Plaintiff, his respective counsel, and all agents, representatives, estates, insurers, reinsurers, and advisors of any of the foregoing, any and all claims, including unknown claims, arising out of or relating to the 220 demand, or the commencement, prosecution or settlement of the Action, provided, however, that Defendants' Released Claims shall not include any claims relating to the enforcement of the Settlement.

**Release of Unknown Claims:** The releases summarized above include a provision expressly waiving provisions of law that may limit the release of unknown claims.

30. Pending final determination of whether the Settlement should be approved, all proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are stayed and suspended until further order of the Court. Pending final determination of whether the Settlement should be approved, Plaintiff and all STCN stockholders are barred and enjoined, to the maximum extent permitted under law, from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any action asserting any of Plaintiff's Released Claims as defined in the Stipulation, either directly, representatively, derivatively, or in any other capacity, and all pending deadlines in any and all such actions are suspended.

HOW WILL THE ATTORNEYS BE PAID?

31. The Parties did not discuss attorneys' fees before finalizing the substantive terms of the Settlement. After reaching agreement on the substantive terms of the Settlement, the Parties negotiated concerning the amount of fees and reimbursement of expenses to be awarded Plaintiff's counsel, with such award to be paid by STCN and/or Defendants' directors' and officers' liability insurance carriers. Plaintiff and Plaintiff's Counsel have agreed that they shall apply for an award of up to \$2,050,000 for fees and expenses, contingent on Court approval, and Defendants have agreed not to oppose that application. The Court's disposition of the application for an award of fees and reimbursement of expenses shall not affect the validity of the Settlement.

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD?  
DO I HAVE THE RIGHT TO APPEAR AT THE SETTLEMENT HEARING?

32. The Court will consider the Settlement and all matters related to the Settlement at the Settlement Hearing. The Settlement Hearing will be held on August 12, 2022, at 1:30 p.m., at Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801 (or at such a date and time as the Court may direct without further notice).

33. At the Settlement Hearing, the Court will, among other things: (i) determine whether Plaintiff and Plaintiff's counsel have adequately represented the interests of STCN and its stockholders; (ii) determine whether the proposed Settlement, as set forth in the Stipulation, should be approved by the Court as fair, reasonable, adequate, and in the best interests of the Company and its stockholders; (iii) determine whether an order and judgment should be entered approving the Settlement and dismissing the Action with prejudice, releasing, barring, and enjoining prosecution of any and all of the released claims summarized in paragraph 29 above, upon the terms and conditions set forth in the Stipulation; (iv) hear and determine any objections to the Settlement; (v) hear and determine the application for an award of fees and expenses as summarized in paragraph 31 above; and (vi) hear other such matters as the Court may deem necessary and appropriate.

34. **Please note:** The Court has reserved the right to adjourn the Settlement Hearing at such hearing or any adjournment thereof, without further notice of any kind other than by oral announcement at the Settlement Hearing or any adjournment thereof. The Court has further reserved the right to approve the Settlement, at or after the Settlement Hearing, with such modifications as the Parties may agree to, without further notice to stockholders. You should monitor the Court's docket before making plans to attend the Settlement Hearing. You may also confirm the date and time of the Settlement Hearing by contacting Plaintiff's counsel as indicated in paragraph 35 below.

35. Any person or entity that owned Company common stock at any time on or after December 15, 2017 may object to the Settlement. Objections must be in writing and must be filed, together with copies of all other papers and briefs supporting the objection, with the Register in Chancery, Court of Chancery, 500 North King Street, Wilmington, Delaware 19801 no later than fourteen (14) days prior to the Settlement Hearing. Objections must also be served (by e-mail or hand, first class mail, or express service) on the counsel listed below such that they are **received** no later than fourteen (14) days prior to the Settlement Hearing:

Andrew S. Dupre  
Travis Ferguson  
MCCARTER & ENGLISH, LLP  
405 North King Street, 8th Floor  
Wilmington, DE 19801  
(302) 984-6300

*Attorneys for Plaintiff*

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WILKS LAW LLC  
4250 Lancaster Pike, Suite 200  
Wilmington, Delaware 19805  
(302) 225-0850

*Attorneys for Nominal Defendant*  
*Steel Connect, Inc.*

36. Any objections must: (a) state the name of the objector and, if not represented by counsel, the address and telephone number of the objector, or if represented by counsel, the name, address, and telephone number of the objector's counsel; (b) be signed by the objector or the objector's counsel; (c) state that the objection is being filed with respect to "*Reith v. Lichtenstein, et al.*, C.A. No. 2018-0277-MTZ"; (d) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the objector wishes to bring to the Court's attention, and if the objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the objector may call to testify and any exhibits the objector intends to introduce into evidence at the hearing; and (e) include documentation sufficient to stock ownership of STCN stock as of December 15, 2017.

37. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

38. Any STCN stockholder wishing to be heard orally at the Settlement Hearing is required to file and serve a timely written objection as described above, and must also serve a notice of intention to appear with the Register in Chancery (either electronically by File & Serve*Xpress*, by hand, or by overnight mail) and serve it on Plaintiff's counsel and counsel for each of the Defendants at the addresses set forth in paragraph 35 above so that it is received no later than fourteen (14) days prior to the Settlement Hearing. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any such witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

39. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiff's counsel and counsel for each of the Defendants at the addresses set forth in paragraph 35 above so that the notice is received no later than fourteen (14) days prior to the Settlement Hearing.

**40. Unless the Court orders otherwise, any person or entity who does not make his, her, or its objection in the manner described above shall be deemed to have waived his, her, or its right to object to any aspect of the proposed Settlement, and shall forever be barred and foreclosed from objecting to the fairness, adequacy, or reasonableness of the Settlement or from otherwise being heard concerning the Settlement in this or any other proceeding.**

#### **NOTICE TO PERSONS OR ENTITIES HOLDING SHARES OF COMMON STOCK OF STCN FOR THE BENEFIT OF OTHERS**

41. Brokerage firms, banks, and/or other persons or entities who hold shares of the stock of STCN for the benefit of others are hereby requested to promptly send this Notice to all of their respective beneficial owners. If additional copies of this Notice are needed for forwarding to such beneficial owners, any requests for such copies may be made to:

Jennifer Golembeske, Investor Relations

Phone: 914-461-1276

Email: investorrelations@steelconnectinc.com

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

42. This Notice does not purport to be a comprehensive description of the Action, the allegations related thereto, or the terms of the Settlement. For more detailed information about the matters involved in the Action, you may view the papers on file in the Action, including the Stipulation, during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, 500 North King Street, Wilmington, Delaware 19801. If you have questions regarding the Settlement, you may write Plaintiff's counsel at the addresses set forth in paragraph 35 above.

**PLEASE DO NOT TELEPHONE THE COURT OR THE REGISTER OF  
CHANCERY REGARDING THIS NOTICE.**

Dated: March 17, 2022

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