



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE FAST ACQUISITION CORP.
STOCKHOLDERS LITIGATION

CONSOLIDATED
C.A. No. 2022-0702-PAF

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

This Stipulation and Agreement of Settlement, Compromise, and Release, dated October 4, 2023 (the “**Stipulation**”), is entered into by and among: (i) Plaintiffs Special Opportunities Fund, Inc. (“**SPE**” or “**Lead Plaintiff**”), ADAR1 Partners, L.P. (“**ADAR1**”), Great Point Capital, LLC (“**GPC**”), Cladrius LTD. (“**Cladrius**”), and George A. Spritzer (“**Spritzer**”) (collectively, “**Plaintiffs**”), on behalf of themselves and the other members of the Settlement Class (as defined in Paragraph 1(dd) below); and (ii) Defendants Sandy Beall, William Douglas Jacob, Kevin Reddy, Michael Lastoria, Ramin Arani, Alice Elliot, Sanjay Chadda, and Steve Kassin (collectively, “**Defendants**”) (Plaintiffs and Defendants together, the “**Parties**”).¹ Subject to the terms and conditions set forth herein and the approval of the Court of Chancery of the State of Delaware (the “**Court**”) under Court of Chancery Rule 23, the Settlement embodied in this Stipulation is intended to be a

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

full and final disposition of the claims asserted against Defendants in the above-captioned consolidated stockholder class action (the “**Action**”).

WHEREAS:

A. On August 25, 2020, FAST Acquisition Corp. (“**FAST**” or the “**Company**”), a special purpose acquisition corporation (“**SPAC**”) incorporated in Delaware and formed by certain Defendants, consummated its IPO of 20,000,000 units, whereby each unit (1) consisted of one share of Class A common stock and one-half of one redeemable warrant, with each whole warrant entitling the holder thereof to purchase one share of Class A common stock for \$11.50 per share, and (2) was sold for \$10.00 per unit; as a SPAC, FAST’s Amended and Restated Certificate of Incorporation required FAST to complete an initial business combination within 24 months of the IPO or otherwise redeem all of its outstanding Class A Common stock and dissolve.

B. Before FAST’s IPO, certain Defendants had purchased 7,187,500 shares of Class B common stock in FAST (the “**Founder Shares**”) in exchange for a capital contribution of \$25,000; subsequently, 2,187,500 Founder Shares were forfeited, resulting in 5,000,000 Founder Shares remaining.

C. On February 1, 2021, FAST entered into an agreement and plan of merger (the “**Merger Agreement**,” and the transaction contemplated therein, the “**Merger**”) with Fertitta Entertainment, Inc. (“**Fertitta**”).

D. On November 24, 2021, FAST issued its proxy statement asking FAST's stockholders to consider and vote upon (among other things) the Merger.

E. On December 1, 2021, the Company received a notice from Fertitta that purported to terminate the Merger Agreement.

F. On December 9, 2021, FAST and Fertitta entered into a Termination and Settlement Agreement (the "**Merger Settlement Agreement**"), pursuant to which the parties agreed to mutually terminate the Merger Agreement and Fertitta agreed to (1) pay \$6,000,000.00 to the Company within three business days, (2) loan \$1,000,000.00 to the Company within five business days, and (3) pay to FAST either (a) \$10,000,000.00 in the event that the Company consummated an initial business combination, or (b) \$26,000,000.00 if the Company did not consummate an initial business combination and determined to redeem its public shares and liquidate and dissolve (all amounts collectively, the "**Termination Fee**").

G. On August 9, 2022, SPE filed its Verified Class Action Complaint in *Special Opportunities Fund, Inc. v. FAST Acquisition Corp. et al.*, C.A. No. 2022-0702-PAF (the "**SPE Action**") for Declaratory, Injunctive, and Monetary Relief (the "**SPE Complaint**") on behalf of itself and similarly situated stockholders of FAST against Defendants asserting a claim for breach of fiduciary duty with respect to the termination of the Merger Agreement and the Termination Fee.

H. On August 11, 2022, Spritzer filed his Verified Stockholder Class Action Complaint (the “**Spritzer Complaint**”) in *Spritzer v. Jacob et al.*, C.A. No. 2022-0706-PAF (the “**Spritzer Action**”) asserting substantially similar claims as in the *SPE* Action.

I. On August 17, 2022, GPC filed its Verified Stockholder Class Action Complaint (the “**GPC Complaint**”) in *Great Point Capital, LLC v. Jacob et al.*, C.A. No. 2022-0726-PAF (the “**GPC Action**”) asserting substantially similar claims as the *SPE* Action.

J. On August 25, 2022, ADAR1 filed its Verified Stockholder Derivative and Direct Class Action Complaint (the “**ADAR1 Complaint**”) in *ADAR1 Partners, L.P. v. Fast Sponsor, LLC et al.*, C.A. No. 2022-0760-PAF (the “**ADAR1 Action**”) asserting substantially similar claims as in the *SPE* Action.

K. On August 26, 2022, FAST redeemed all of its outstanding shares of Class A common stock because FAST did not consummate an initial business combination within the time period required by its Amended and Restated Certificate of Incorporation.

L. On September 15, 2022, the Court entered an Order, which consolidated the *SPE*, *Spritzer*, *GPC*, and *ADAR1* Actions for all purposes into the Action and, among other things, (1) appointed *SPE* as Lead Plaintiff in the Action, (2) appointed the law firms Bernstein Litowitz Berger & Grossmann LLP

(“**Bernstein Litowitz**”) and Morris Kandinov LLP as Lead Counsel (collectively, “**Plaintiffs’ Co-Lead Counsel**”), and (3) formed an Executive Committee comprised of GPC, Spritzer, and ADAR1 and represented by Chimicles Schwartz Kriner & Donaldson-Smith LLP, Fields Kupka & Shukurov LLP, and AFN Law, PLLC.

M. On December 27, 2022, Lead Plaintiff filed the Amended Verified Class Action Complaint for Declaratory, Injunctive, and Monetary Relief (the “**Amended Complaint**”).

N. On March 1, 2023, Defendants filed their Motion to Dismiss Counts I, III, and IV of the Amended Complaint.

O. On March 31, 2023, Lead Plaintiff filed the Notice of Voluntary Partial Dismissal Without Prejudice, dismissing Counts I, III, and IV of the Amended Complaint.

P. Between April 2023 and August 2023, the Parties engaged in document and other written discovery, including the following: (1) Lead Plaintiff served on Defendants 21 interrogatories, 10 requests for admission, and 21 requests for the production of documents, and (2) Defendants served (a) on Plaintiffs ADAR1, GPC, Cladrius, and Spritzer 15 interrogatories, (b) on Lead Plaintiff SPE 21 interrogatories, (c) on Plaintiffs ADAR1, GPC, Cladrius, and Spritzer 25 requests

for the production of documents, and (d) on Lead Plaintiff SPE 34 requests for the production of documents.

Q. On June 15, 2023, Plaintiffs' Co-Lead Counsel and Defendants' Counsel participated in a mediation session before Miles N. Ruthberg (the "**Mediator**"). In advance of that session, Lead Plaintiff and Defendants exchanged mediation statements and exhibits to the Mediator, which addressed the issues of both liability and damages. The session ended without any agreement being reached.

R. On June 22, 2023, Defendants made an initial production of documents consisting of approximately 1,000 pages.

S. Following the in-person mediation session, Plaintiffs' Co-Lead Counsel and Defendants' Counsel engaged in additional negotiations under the supervision and guidance of the Mediator. As a result of extensive, arm's-length negotiations at the mediation session, and following the mediation session, the Parties reached an agreement in principle to settle the Action that was memorialized in a Settlement Term Sheet executed on August 11, 2023 (the "**Settlement Term Sheet**"). The Settlement Term Sheet set forth, among other things, the Parties' agreement to settle and release all claims against Defendants in the Action in return for a cash payment of \$12,500,000.00 (United States Dollars), subject to certain terms and conditions and the execution of a customary "long form" stipulation and agreement of settlement and related papers.

R. On August 22, 2023, the Parties informed the Court of the agreement in principle to settle the Action and agreed to suspend all upcoming deadlines in the Action.

S. This Stipulation (together with the Exhibits hereto) has been duly executed by the undersigned signatories on behalf of their respective clients, reflects the final and binding agreement among the Parties, and supersedes the Settlement Term Sheet.

T. Plaintiffs, through Plaintiffs' Co-Lead Counsel, have conducted an investigation and pursued discovery relating to the claims and the underlying events alleged in the Action. Plaintiffs' Co-Lead Counsel have analyzed the evidence adduced during the investigation and fact discovery as described above and have also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto. This investigation and the settlement negotiations between the Parties have provided Plaintiffs with a detailed basis upon which to assess the relative strengths and weaknesses of Plaintiffs' position and Defendants' positions in this litigation.

U. Based upon their investigation, prosecution, and mediation of the Action, Plaintiffs and Plaintiffs' Co-Lead Counsel have concluded that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate to Plaintiffs and the other members of the Settlement Class and in their best interests.

Based on Plaintiffs' direct oversight of the prosecution of this matter, along with the input of Plaintiffs' Co-Lead Counsel, Plaintiffs have agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering: (i) the substantial benefits that Plaintiffs and the other members of the Settlement Class will receive from the resolution of the Action, which amount to effectively all of the SPAC's surplus cash following the redemption of Class A shares and the return of Defendants' capital contributions; (ii) the attendant risks of litigation; and (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiffs of any infirmity in the claims asserted in this Action.

V. Defendants deny all allegations of wrongdoing, fault, liability, or damage to Plaintiffs or the Settlement Class, and further deny that Plaintiffs have asserted a valid claim as to any of them. Defendants further deny that they engaged in any wrongdoing or committed, or aided or abetted, any violation of law or breach of duty and believe that they acted properly, in good faith, and in a manner consistent with their legal duties and are entering into the Settlement and this Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to resolve each of Plaintiffs' claims against Defendants. The Settlement and this Stipulation shall in no event be construed as, or deemed to be,

evidence of or an admission or concession on the part of any of the Defendants with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any of the Defendants have or could have asserted.

W. The Parties recognize that the Action has been filed and prosecuted by Plaintiffs in good faith and defended by Defendants in good faith and further that the Settlement Amount to be paid, and the other terms of the Settlement as set forth herein, were negotiated at arm's length, in good faith, and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel.

NOW THEREFORE, IT IS STIPULATED AND AGREED, by and among Plaintiffs (individually and on behalf of the Settlement Class) and Defendants that, subject to the approval of the Court under Court of Chancery Rule 23, for good and valuable consideration set forth herein and conferred on Plaintiffs and the Settlement Class, the sufficiency of which is acknowledged, the claims asserted in the Action on behalf of the Settlement Class against Defendants shall be finally and fully settled, compromised, and dismissed with prejudice, and that the Released Plaintiffs' Claims shall be finally and fully compromised, resolved, discharged, settled, and dismissed with prejudice against the Released Defendants' Persons, and that the Released Defendants' Claims shall be finally and fully compromised,

resolved, discharged, settled, 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 any Exhibits attached hereto and made a part hereof, shall have the meanings given to them below:

(a) “**Complaints**” means, collectively, the SPE Complaint, the Spritzer Complaint, the GPC Complaint, the ADAR1 Complaint, and the Amended Complaint.

(b) “**Defendants**” means, collectively, Sandy Beall, William Douglas Jacob, Kevin Reddy, Michael Lastoria, Ramin Arani, Alice Elliot, Sanjay Chadda, and Steve Kassin.

(c) “**Defendants’ Counsel**” means White & Case LLP and Richards, Layton & Finger, P.A.

(d) “**DTC**” means the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company.

(e) “**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.

(f) “**Escrow Account**” means the account maintained by Bernstein Litowitz and into which the Settlement Amount shall be deposited.

(g) “**Excluded Stockholders**” means (i) Defendants; (ii) any person who is, or was at the close of business on August 25, 2022, an officer or director of FAST; (iii) the immediate family members of any of the foregoing excluded persons; (iv) any trusts, estates, entities, or accounts that held FAST Class A Public Shares for the benefit of any of the foregoing excluded persons; (v) any entity in which any of the foregoing excluded persons or entities has, or had at the close of business on August 25, 2022, a controlling interest; and (vi) the legal representatives, heirs, successors-in-interest, successors, transferees, and assigns of the foregoing excluded persons or entities.

(h) “**FAST**” means FAST Acquisition Corp.

(i) “**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, the later of (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 (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 Judgment becomes Final and shall not otherwise prevent, limit or otherwise affect the Judgment, or prevent, limit, delay or hinder entry of the Judgment.

(j) “**Judgment**” means the Order and Final Judgment, substantially in the form attached hereto as **Exhibit D**, to be entered by the Court approving the Settlement.

(k) “**Litigation Expenses**” means 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.

(l) “**Net Settlement Fund**” means the Settlement Fund less: (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

appropriate incentive awards to Plaintiffs, which shall be deducted solely from any award of attorneys' fees; and (iv) any other costs or fees approved by the Court.

(m) “**Notice**” means the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit B**, which is to be mailed (or emailed) to potential Settlement Class Members.

(n) “**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 notice to the Settlement Class; and (ii) administering the Settlement, including but not limited to the costs, fees, and expenses incurred in connection with the Escrow Account.

(o) “**Plan of Allocation**” means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice.

(p) “**Plaintiffs**” means Special Opportunities Fund, Inc., ADAR1 Partners, L.P., Great Point Capital, LLC, Cladius LTD., and George A. Spritzer.

(q) “**Plaintiffs' Co-Lead Counsel**” means Bernstein Litowitz and Morris Kandinov LLP.

(r) “**Plaintiffs' Counsel**” means Plaintiffs' Co-Lead Counsel, Chimicles Schwartz Kriner & Donaldson-Smith LLP, Fields Kupka & Shukurov LLP, AFN Law, PLLC, and all other legal counsel who, at the direction and under

the supervision of Plaintiffs' Co-Lead Counsel, performed services on behalf of the Settlement Class in the Action.

(s) “**Released Claims**” means, collectively, the Released Plaintiffs' Claims and the Released Defendants' Claims.

(t) “**Released Defendants' Claims**” means any claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters, and issues, whether contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, including known claims and Unknown Claims, that arise out of or relate to the institution, prosecution, or settlement of the claims asserted in the Action; provided, however, that the Released Defendants' Claims shall not include any claims to enforce the Settlement.

(u) “**Released Defendants' Persons**” means Defendants, FAST, FAST Acquisition Corp. II, FAST Sponsor, LLC, or any of their family members, spouses, parent entities, controlling persons, associates, affiliates or subsidiaries and each and all of their respective past or present officers, directors, stockholders, principals, representatives, employees, fiduciaries, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors or agents, heirs, executors, trusts, trustees,

general or limited partners or partnerships, limited liability companies, members, managers, joint ventures, personal or legal representatives, estates, administrators, beneficiaries, predecessors, successors, and assigns.

(v) **“Released Plaintiffs’ Claims”** means any claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters, and issues, whether contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, including known claims and Unknown Claims, that have been asserted in the Complaints or could have been asserted in any other court, tribunal, or proceeding by or on behalf of Plaintiffs or any other member of the Settlement Class that arise out of or relate to (i) the acts, events, facts, matters, transactions, occurrences, statements, representations, misrepresentations, or omissions, or any other matter set forth in, any of the Complaints, including without limitation, any such claims concerning the Merger Agreement between Fertitta and FAST, and any amendments thereto, the Sponsor Agreement, the Merger Settlement Agreement, the decision of FAST to redeem the Class A Shares, the decision to liquidate FAST, or disclosures made in connection therewith (including the adequacy and completeness of such disclosures) and (ii) the ownership of FAST Class A Public Shares at the close of business on

August 25, 2022; provided, however, that the Released Plaintiffs' Claims shall not include any claims to enforce the Settlement.

(w) “**Released Plaintiffs’ Persons**” means Plaintiffs, any other Settlement Class Member, Plaintiffs’ Counsel, or any of their respective family members, spouses, parent entities, controlling persons, associates, affiliates or subsidiaries and each and all of their respective past or present officers, directors, stockholders, principals, representatives, employees, fiduciaries, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors or agents, heirs, executors, trusts, trustees, general or limited partners or partnerships, limited liability companies, members, managers, joint ventures, personal or legal representatives, estates, administrators, beneficiaries, predecessors, successors, and assigns.

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

(y) “**Releases**” means the releases set forth in Paragraphs 4-5 of this Stipulation.

(z) “**Scheduling Order**” means the Order, substantially in the form attached hereto as **Exhibit A**, directing notice of the Settlement and scheduling Settlement-related events.

(aa) “**Settlement**” means the resolution of the Action as against Defendants on the terms and conditions set forth in this Stipulation.

(bb) “**Settlement Administrator**” means the settlement administrator selected by Plaintiffs to provide notice to the Settlement Class and administer the Settlement.

(cc) “**Settlement Amount**” means \$12,500,000.00 (United States Dollars) in cash.

(dd) “**Settlement Class**” means all holders of public shares of FAST Class A common stock (“FAST Class A Public Shares”) at the close of business on August 25, 2022. Excluded from the Settlement Class are the Excluded Stockholders.

(ee) “**Settlement Class Member**” means a member of the Settlement Class.

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

(gg) “**Settlement Hearing**” means the hearing to be set by the Court under Delaware Court of Chancery Rule 23 to consider, among other things, final approval of the Settlement.

(hh) “**Sponsor Agreement**” means the August 20, 2020 letter agreement between Defendants and FAST in connection with FAST’s IPO.

(ii) “**Summary Notice**” means the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit C**, to be published as set forth in the Scheduling Order.

(jj) “**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 Lead 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).

(kk) “**Unknown Claims**” means any Released Plaintiffs’ Claims which Plaintiffs or any other Settlement 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 which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such 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 Settlement Class Members shall be deemed to have waived, and by operation of the Judgment 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 Settlement 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.

II. CLASS CERTIFICATION

2. Solely for the purposes of the Settlement and for no other purpose, the Parties stipulate and agree to: (a) certification of the Settlement Class as a non-opt-out class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (b) appointment of Lead Plaintiff as Class Representative for the Settlement Class; and (c) appointment of Plaintiffs' Co-Lead Counsel as Class Counsel for the Settlement Class.

III. RELEASE OF CLAIMS

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

4. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Plaintiffs and all other members of the Settlement Class, on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors, representatives, trustees, estates, transferees, and assigns, in their capacities as such, and any other person or entity purporting to claim through or on behalf of them in such capacity, by operation of the Judgment and to the fullest extent permitted by law, shall completely, fully, finally, and forever release, relinquish, settle, and discharge the Released Plaintiffs' Claims as against the Released Defendants' Persons, and shall forever be barred and enjoined from commencing, instigating, or prosecuting the Released Plaintiffs' Claims against the Released Defendants' Persons.

5. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors, representatives, trustees, estates, transferees, and assigns, in their capacities as such, and any other person or entity purporting to claim through or on behalf of them in such capacity, by operation of the Judgment and to the fullest extent permitted by law, shall completely, fully, finally, and forever release, relinquish, settle, and discharge the Released Defendants' Claims as against the Released Plaintiffs' Persons, and shall forever be barred and enjoined from commencing, instigating, or

prosecuting the Released Defendants' Claims against the Released Plaintiffs' Persons.

6. Notwithstanding Paragraphs 4-5 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.

IV. SETTLEMENT CONSIDERATION

7. Defendants shall cause the Settlement Amount to be paid into the Escrow Account no later than ten (10) business days after the date of execution of this Stipulation. If Defendants fail to cause the full payment of the Settlement Amount in a timely manner, Plaintiffs may seek an executable judgment compelling payment of the Settlement Amount or exercise their right under Paragraph 31 below to terminate the Settlement. Payment of the Settlement Amount shall be made by wire transfer into the Escrow Account; payment shall not be made by check.

V. 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; and (iv) any other costs and fees approved by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Settlement

Class Members pursuant to the proposed Plan of Allocation set forth in the 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 (“**Escrow Agent**”) shall be deemed to be in the 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 Bernstein Litowitz, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible 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. Bernstein Litowitz shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. The Released Defendants' Persons shall not have any liability or responsibility for any such Taxes. Upon written request, Defendants will provide to Bernstein Litowitz the statement described in Treasury Regulation § 1.468B-3(e). Bernstein Litowitz, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), 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 Bernstein Litowitz 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 Settlement Class Members or the failure of Settlement Class Members to deposit settlement funds distributed by the Administrator.

13. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiffs' Co-Lead Counsel may pay from the Settlement Fund, without further approval from Defendants or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice 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 costs, fees, and expenses

incurred in connection with the Escrow Account, including the fees, if any, of the Escrow Agent. In the event that 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.

VI. 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, each Plaintiff may petition the Court for an incentive award to be paid solely from any Fee and Expense Award to Plaintiffs' Counsel (the "**Incentive Awards**"). Plaintiffs' Counsel's application for a Fee and Expense Award, including any application for Incentive Awards, is not the subject of any agreement among the Parties other than what is set forth in this Stipulation.

15. The Fee and Expense Award shall be paid to Plaintiffs' Co-Lead Counsel, and any Incentive 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, plus accrued interest at the same net rate as is earned by 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 is 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 seven (7) business days after: (a) receiving from Defendants' Counsel notice of the termination of the Settlement; or (b) 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. 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. Plaintiffs' Co-Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiffs' Counsel 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 any Fee and Expense Award to Plaintiffs' Counsel.

VII. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

17. 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 A**, providing for, among other things: (a) the dissemination by mail (or email) of the Notice; (b) the publication of the Summary Notice; and (c) the scheduling of the Settlement Hearing to consider: (1) final approval of the proposed Settlement, (2) the request that the Judgment, substantially in the form attached hereto as **Exhibit D**, be entered by the Court, (3) Plaintiffs' Counsel's application for the Fee and Expense Award, including any application for incentive awards to Plaintiffs, and approval of the proposed Plan of Allocation, and (4) 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 and time of the Settlement Hearing set by the Court in the Scheduling Order may be changed by the Court without further written notice to the Settlement Class.

18. 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 D**. The Parties shall take all reasonable and appropriate steps to obtain entry of the Judgment.

VIII. SETTLEMENT ADMINISTRATION

19. Plaintiffs shall retain a Settlement Administrator to provide notice of the Settlement and for the disbursement of the Net Settlement Fund to eligible Settlement Class Members. 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.

20. Defendants shall cooperate with Plaintiffs in providing notice of the Settlement and administering the Settlement, including, but not limited to, providing the information required under Paragraphs 21 and 22 below.

21. For purposes of providing notice of the Settlement to potential Settlement Class Members, Defendants, at no cost to the Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, have provided to Bernstein Litowitz the stockholder register from FAST's transfer agent containing the names and mailing addresses for all registered holders ("**Registered Holders**") of FAST Class A Public Shares at the close of business on August 25, 2022.

22. For purposes of distributing the Net Settlement Fund to eligible Settlement Class Members and effectuating any plan of allocation, within five (5) business days after entry of the Judgment by the Court, Defendants, at no cost to the

Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, shall cause to be provided to the Settlement Administrator or Bernstein Litowitz in an electronically searchable form, such as Excel, the following information:

(a) the names, mailing addresses and, if available, email addresses of all Registered Holders of FAST Class A Public Shares at the close of business on August 25, 2022, and the number of FAST Class A Public Shares held by those persons and entities at the close of business on August 25, 2022;

(b) the allocation or "chill" report generated by DTC to facilitate the redemption of the FAST Class A Public Shares (the "**Allocation Report**"), which shall include, for each DTC participant, the number of FAST Class A Public Shares reflected on the Allocation Report used by DTC to redeem the FAST Class A Public Shares;

(c) for each of the Excluded Stockholders, (1) an indication of whether the Excluded Stockholder was, at the close of business on August 25, 2022, either (i) a Registered Holder of the FAST Class A Public Shares listed or (ii) a beneficial holder of FAST Class A Public Shares whose shares were held via a financial institution on behalf of the Excluded Stockholder ("**Beneficial Holder**"); (2) the number of FAST Class A Public Shares owned by the Excluded Stockholder at the close of business on August 25, 2022 ("**Excluded Shares**"); and (c) for each of the Excluded Stockholders that is a Beneficial Holder, the name and "DTC

Number” of the financial institution where their Excluded Shares were held and the Excluded Person’s account number at such financial institution.

23. At the request of Plaintiffs’ Co-Lead Counsel, Defendants will use reasonable efforts to provide to the Settlement Administrator or Bernstein Litowitz any additional information as may be required to distribute the Net Settlement Fund to eligible Settlement Class Members and not to Excluded Stockholders, including, without limitation, the correct address or other contact information used to communicate with the appropriate representatives of each DTC Participant listed on the Allocation Report. Defendants shall also use reasonable efforts to obtain suppression letters from Excluded Stockholders and/or Excluded Stockholders’ brokers if requested to do so by the DTC.

24. Defendants and other Excluded Stockholders shall not have any right to receive any part of the Settlement Fund for his, her, or its own account(s) (*i.e.*, accounts in which he, she, or it holds a proprietary interest, 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 Settlement Class Members in accordance with the proposed Plan of Allocation set forth in the

Notice or such other plan of allocation as may be approved by the Court. The Plan of Allocation proposed in the 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. Plaintiffs and Plaintiffs' Co-Lead 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.

26. The Net Settlement Fund shall be distributed to eligible Settlement 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 Incentive Awards to Plaintiffs to be paid solely 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 Plaintiffs' Co-Lead Counsel, in their sole discretion, deem it appropriate to move forward with the distribution of the Net Settlement Fund to the Settlement Class, Plaintiffs' Co-Lead

Counsel will apply to the Court, on notice to Defendants' Counsel, for the Class Distribution Order.

27. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Settlement 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 FAST Class A Public Shares, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

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.

IX. CONDITIONS OF SETTLEMENT

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

(a) the full amount of the Settlement Amount has been paid into the Escrow Account in accordance with Paragraph 7 above;

(b) the Court has entered the Scheduling 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) 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 Settlement Class and a hearing, and entered the Judgment, substantially in the form attached hereto as **Exhibit D**; and

(f) the Judgment has become Final.

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

X. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION

31. Plaintiffs (provided 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 refusal to enter the Scheduling

Order in any material respect and such refusal decision has become Final; (b) the Court's refusal to approve the Settlement or any material part thereof and such refusal decision has become Final; (c) the Court's refusal to enter the Judgment in any material respect as to the Settlement and such refusal decision has become Final; or (d) the date upon which an order modifying or reversing the Judgment in any material respect becomes Final. In addition to the foregoing, 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 7 above. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an application by Plaintiffs' Counsel for attorneys' fees and Litigation Expenses, or with respect to any plan of allocation, 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.

32. If (i) 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 execution of the Settlement Term Sheet on August 11, 2023;

(c) The terms and provisions of this Stipulation, with the exception of this Paragraph 32 and Paragraphs 13, 15, 33, and 57 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 Judgment 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 twenty (20) business days after joint written notification of termination is sent by Defendants' Counsel and Plaintiffs' Co-Lead Counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and change in value as a result of the investment of the Settlement Fund, and 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 Plaintiffs' Co-Lead Counsel). In the event that the funds received by Plaintiffs' Counsel consistent

with Paragraph 15 above have not been refunded to the Settlement Fund within the twenty (20) business 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 Plaintiffs' Co-Lead Counsel) immediately upon their deposit into the Escrow Account consistent with Paragraph 15 above.

XI. NO ADMISSION OF WRONGDOING

33. Neither the Term Sheet, 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 the Term Sheet or this Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet or 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 this 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 Complaint 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.

XII. MISCELLANEOUS PROVISIONS

34. 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 the Stipulation shall prevail.

35. 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.

36. Each of the Plaintiffs represents and warrants that none of the Plaintiffs' Released Claims have been assigned, encumbered, or in any manner transferred, in whole or in part.

37. 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 Judgment entered in favor of Defendants and the other Released Persons pursuant to this Stipulation, in which event the Releases and Judgment shall be null and void, and Plaintiffs and Defendants shall be restored to their respective positions in the litigation as provided in Paragraph 32 above and any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with respect to the Settlement Fund) shall be returned as provided in Paragraph 32 above.

38. 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 Settlement 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.

39. 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).

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

41. If any deadline set forth in this Stipulation or the Exhibits thereto falls on a Saturday, Sunday, or a Court holiday, that deadline will be continued to the next business day.

42. 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.

43. 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 Settlement Class Members.

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

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

46. 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 any Party concerning this Stipulation or its Exhibits other than those contained and memorialized in such documents.

47. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, 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.

48. 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.

49. The Released Parties may file this Stipulation and/or the Order and Final Judgment in any action that has been or may be brought against them in order to support any claim or defense that they may raise, including without limitation any claim or defense based on principles of res judicata, release, good faith settlement, judgment bar or judgment reduction, claim preclusion, issue preclusion, or otherwise or in connection with any insurance litigation.

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 Delaware without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

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

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 between 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 the Stipulation to effectuate its terms.

54. Plaintiffs' 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, but not limited to, using their 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'
Co-Lead Counsel:

Bernstein Litowitz Berger & Grossmann LLP
Attn: Jeroen van Kwawegen, Esq.
1251 Avenue of the Americas
New York, New York 10020
(212) 554-1400
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Attn: Aaron T. Morris, Esq.
305 Broadway, 7th Floor
New York, New York 10007
(212) 431-7473
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If to Defendants:

White & Case LLP
Attn: Glenn M. Kurtz
1221 Avenue of the Americas
New York, New York 10020
(212) 819-8200

Richards, Layton & Finger, P.A.
Attn: Kevin Gallagher
One Rodney Square
920 North King St.
Wilmington, Delaware 19801
(302) 651-7692

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

57. 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, agreements, drafts, documents signed, and proceedings in connection with the Stipulation confidential.

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

59. The Parties shall mutually agree on any content relating to the Action that will be used by the Parties or their counsel and/or the Settlement Administrator in any settlement-related press release. Further, while maintaining their positions that the claims and defenses asserted in the Action are, respectively, meritorious or without merit, as the case may be, Plaintiffs and Plaintiffs' Counsel, on the one hand, and Defendants and Defendants' Counsel, on the other, shall not make any public statements or statements to the media (whether or not for attribution) that disparage the other's business, conduct, or reputation, or that of their counsel, connected to the Action, including, without limitation, any statements asserting that the Action was commenced or prosecuted in bad faith or any statements accusing any Party of wrongful conduct concerning the prosecution, defense, and resolution of the Action. Notwithstanding the foregoing, each of the Parties reserves their right to rebut, in a manner that such party determines to be reasonable and appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis.

60. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Settlement 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 Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class

Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of October 4, 2023.

[Signatures Beginning on Next Page]

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Acquisition Corp., FAST Sponsor, LLC,
Sandy Beall, Doug Jacob, Kevin Reddy,
Ramin Arani, Alice Elliot, Sanjay
Chadda, and Steve Kassin*

CERTIFICATE OF SERVICE

I, Gregory V. Varallo, hereby certify that, on October 4, 2023, a copy of the foregoing *Stipulation and Agreement of Settlement, Compromise, and Release* was filed and served electronically via File & ServeXpress upon the following counsel of record:

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