

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

NATHAN CARTER,)	C.A. No. 2024-0605-KSJM
)	
Plaintiff,)	
)	
v.)	
)	
B. RILEY SECURITIES, INC., B. RILEY)	
PRINCIPAL 150 SPONSOR CO., LLC, B.)	
RILEY PRINCIPAL INVESTMENTS, LLC, B.)	
RILEY FINANCIAL, INC., DANIEL)	
SHRIBMAN, BRYANT RILEY, NICHOLAS)	
HAMMERSCHLAG, ROSS LEVINSOHN,)	
SAMUEL MCBRIDE, and TIMOTHY)	
PRESUTTI,)	
)	
Defendants.)	

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

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

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you were a public stockholder of B. Riley Principal 150 Merger Corp. (“BRPM” or the “Company”) who was entitled to, but did not, redeem BRPM shares in connection with the business combination between BRPM and FaZe Clan, Inc. (the “Merger”) on October 29, 2021 (the “Class Period”).¹

NOTICE OF SETTLEMENT: Please also be advised that plaintiff (i) Nathan Carter (“Plaintiff”), individually and on behalf of the Class (defined in Paragraph 21 below); and (ii) defendants B. Riley Securities, Inc., B. Riley Principal 150 Sponsor Co., LLC, B. Riley Principal Investments, LLC, B. Riley Financial, Inc., (collectively, the “Entity Defendants”), Daniel Shribman, Bryant Riley, Nicholas Hammerschlag, Ross Levinsohn, Samuel McBride, and Timothy Presutti (collectively, the “Defendants”) have reached a proposed mixed-consideration settlement for \$3,250,000 in total (the “Settlement Amount”), consisting of cash and common stock of GameSquare Holdings, Inc. (“GameSquare”) as set forth in the Stipulation. The Settlement, if approved, will resolve all claims in the Action against the Defendants (collectively with Plaintiff, the “Parties,” and each a “Party”).

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how Class Members will be affected by the Settlement. The following table provides a brief summary of the rights you have as a Class Member and the relevant deadlines, which are described in more detail later in this Notice.

¹ Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Settlement, Compromise, and Release, dated February 13, 2025 (the “Stipulation” or “Settlement”). A copy of the Stipulation is available at www.BRPMStockholderSettlement.com.

CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:	
RECEIVE A PAYMENT FROM THE SETTLEMENT. CLASS MEMBERS DO NOT NEED TO SUBMIT A CLAIM FORM.	If you are a member of the Class (defined in Paragraph 21 below), you may be eligible to receive a <i>pro rata</i> distribution from the Settlement proceeds. Eligible Class Members (defined in Paragraph 32 below) do not need to submit a claim form in order to receive a distribution from the Settlement, if approved by the Court. Your distribution from the Settlement will be paid to you directly. <i>See</i> Paragraphs 28-36 below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN APRIL 29, 2025.	If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Class Counsel's request for a Fee and Expense Award, you may write to the Court and explain the reasons for your objection.
ATTEND A HEARING ON MAY 13, 2025, AT 1:30 P.M AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN APRIL 29, 2025	Filing a written objection and notice of intention to appear that is received by April 29, 2025 allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the May 13, 2025 hearing may be conducted by telephone or videoconference (<i>see</i> Paragraphs 40-43 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

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WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement. The Notice is also being provided to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Class Counsel for a Fee and Expense Award in connection with the Settlement (the "Settlement Hearing"). *See* Paragraphs 41-43 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be delivered to you because you may be a member of the Class. As a Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how the Action and the proposed Settlement generally affects your legal rights.

PLEASE NOTE: The Court may approve the proposed Settlement with such modifications as the Parties and GameSquare may agree to, if appropriate, without further notice to the Class.

3. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claims in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement and it becomes final, then payments to Eligible Class Members will be made after the Effective Date.

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

WHAT IS THIS CASE ABOUT?

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

Factual Background

4. On June 19, 2020, BRPM, a special purpose acquisition company, was incorporated as a Delaware corporation for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses.

5. On February 23, 2021, BRPM completed its initial public offering (“IPO”) of 17.25 million units at a price of \$10.00 per unit, generating gross proceeds of \$172.5 million. Each unit consisted of one share of BRPM Class A common stock (“Common Stock”), and one-third of one public warrant redeemable at a price of \$11.50 per share.

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

7. On December 29, 2021, BRPM entered into a business combination agreement (“Merger Agreement”) with (i) FaZe Clan Inc. (“Legacy FaZe”), pursuant to which Legacy FaZe would merge with and become a subsidiary of BRPM (the “Merger”).

8. On March 10, 2022, BRPM filed with the United States Securities and Exchange Commission (“SEC”) a Form 8-K, disclosing that Legacy FaZe waived the requirement that BRPM have a minimum of \$128 million in cash available after redemptions and transaction expenses.

9. On June 21, 2022, BRPM filed with the SEC a prospectus (“Prospectus”). The Prospectus informed stockholders that they had the right to redeem their stock before the Merger for approximately \$10 per share. The Prospectus also informed stockholders that those who wanted to exercise their redemption right (the “Redemption Right”) had to do so by July 13, 2022 (the “Redemption Deadline”).

10. On July 13, 2022, the Redemption Right expired and holders of 15.8 million shares of BRPM Common Stock (the “Redeeming Stockholders”) exercised their Redemption Right. Approximately 1.4 million shares that were eligible for redemption were not redeemed.

11. On July 15, 2022, BRPM stockholders voted to approve the Merger, which was consummated on July 19, 2022.

12. Following the Merger, BRPM was renamed FaZe Holdings Inc.

The Start Of This Action

13. On June 4, 2024, and after conducting a books and records investigation of FaZe Holdings, Inc. pursuant to 8 *Del. C.* § 220, Plaintiff commenced this action against Defendants, on behalf of himself and similarly situated current and former Company stockholders, by filing a Verified Class Action Complaint in the Court of Chancery of the State of Delaware (the “Court”) bearing the caption *Nathan Carter v. Bryant R. Riley Securities, Inc., et al.*, C.A. No. 2024-0605-KSJM (the “Complaint”) (Trans. ID 73304866).

14. The Complaint alleged claims against the Defendants for breach of fiduciary duties as conflicted controlling stockholders, directors, and/or officers, and it alleged that the Prospectus was materially misleading. In support of the claims, Plaintiff alleged in the Complaint that the Prospectus: (i) failed to disclose BRPM’s net-cash per share amount as of the time of the Merger, (ii) contained materially misleading projections for Legacy FaZe, which, unbeknownst to public stockholders, massively and unrealistically increased Legacy FaZe’s projected revenues from projections that had been prepared just a few months earlier; and (iii) contained materially misleading representations about BRPM’s Merger process, including that the BRPM Board had conducted significant due diligence on Legacy FaZe. Plaintiff sought, *inter alia*, rescissory damages and other relief as deemed just and proper by the Court.

15. On June 20, 2024, Plaintiff served defendants with a first set of requests for production of documents and a first set of interrogatories.

Confirmatory Discovery And The Settlement

16. Following arm’s-length negotiations, on August 27, 2024, the Parties entered into a settlement term sheet (the “Settlement Term Sheet”) that reflected the Parties’ agreement in principle to settle the Action on the terms set forth herein.

17. Pursuant to the terms of the Settlement Term Sheet, the Parties agreed to conduct certain confirmatory discovery relating to the underlying claims in the Action. The Settlement Term Sheet specifically provided that “If, after completing confirmatory discovery, Plaintiff does not believe that the Settlement is fair, reasonable and adequate, Plaintiff may terminate the Settlement and the Parties will return to their positions as they existed immediately prior to the execution of this Term Sheet.” Confirmatory discovery included a search of electronically stored information using an agreed-upon search protocol and production of documents. This resulted in the production of 27,906 pages of documents, which was comprised of 3,073 discrete documents (the “Confirmatory Discovery Documents”).

18. After reviewing and analyzing the Confirmatory Discovery Documents, on December 3, 2024, Plaintiff’s Counsel took the deposition of Tamara Brandt, who was the former chief legal officer and head of business and legal affairs of Legacy FaZe, and a director of B. Riley Financial, Inc.

19. On December 5, 2024, Plaintiff’s Counsel took the deposition of Daniel Shribman, who was the Chief Executive Officer, the Chief Financial Officer, and a director of BRPM leading up to the Merger.

20. On February 26, 2025, the Court entered a Scheduling Order directing that this Notice of the Settlement be provided to potential Class Members, and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval of the Settlement.

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

All record and beneficial holders of BRPM Common Stock as of the July 13, 2022 Redemption Date who were entitled to, but did not, redeem such shares, together with their heirs, assigns, transferees and successors-in-interest, but excluding (a) Defendants and GameSquare; (b) the directors, officers, or partners of BRPM as of the Redemption Date; (c) the members of immediate families of Defendants or any person who was a director, officer, or partner of FaZe Clan, Inc. as of the Redemption Date; (d) the parents, subsidiaries, and affiliates of GameSquare; (e) any entity in which any Defendant or any other excluded party has, or had a controlling interest as of the Redemption Date; and (f) the heirs, successors, or assigns of any such excluded person or entity and the legal representatives of Defendants (collectively, “Excluded Persons”).

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

WHAT ARE THE TERMS OF THE SETTLEMENT?

22. In consideration of the settlement of Released Plaintiff’s Claims (defined in Paragraph 48 below) against Released Defendant Parties (defined in Paragraph 48 below), the Entity Defendants and GameSquare shall pay \$3,250,000 in total consideration, consisting of at least \$1.1 million in cash and up to \$2.15 million in GameSquare common stock for the benefit of the Class in accordance with the Stipulation. *See* Paragraphs 39-42 below for details about the distribution of the Settlement proceeds to Eligible Class Members.

WHAT ARE THE PARTIES’ REASONS FOR THE SETTLEMENT?

23. Based upon their investigation and prosecution of the Action, Plaintiff and Plaintiff’s Counsel believe that the claims asserted have merit, but also believe that the Settlement set forth herein provides substantial and immediate benefits for the Class, including the \$3,250,000 Settlement value.

24. In addition to these substantial benefits, Plaintiff and Plaintiff’s Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the claims; (ii) the limited financial resources of the Defendants and the limited insurance coverage available to the Defendants, as well as Plaintiff’s ability to collect any judgment from the Defendants, and the potential that the costs of defending and/or paying a judgment in other litigation could exhaust available insurance coverage or Defendants’ recoverable assets; (iii) the probability of success on the merits of the claims against the Defendants, including the inherent problems of proof associated with, and possible defenses to, Plaintiff’s claims against the Defendants; (iv) the availability and strength of Plaintiff’s claims; (v) the desirability of permitting the Settlement to be consummated according to its terms; (vi) the expense and length of continued proceedings necessary to prosecute the claims against the Defendants through trial and appeals; (vii) a financial analysis of the damages prepared by Plaintiff’s expert, Stephen Kempainen of the Michel-Shaked Group; and (viii) the conclusion of Plaintiff and Plaintiff’s Counsel that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims against the Defendants asserted in the Action on the terms set forth herein.

25. Based on Plaintiff’s Counsel’s thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiff’s Counsel believes that the Settlement set forth in this Stipulation is fair, reasonable, and adequate and confers substantial benefits upon the Class. Based upon his direct oversight of the prosecution of the claims in this Action, as well as evaluation and input from Plaintiff’s Counsel, Plaintiff has determined that the Settlement is in the best interests of the

Class and has agreed to the terms and conditions set forth in this Stipulation.

26. Defendants and GameSquare deny any and all allegations of fault, liability, wrongdoing, or damages with respect to the Released Plaintiff's Claims (defined in Paragraph 48 below) including, but not limited to, any allegation that the Defendants (or any of them) committed any violation of law or breach of any duty to BRPM stockholders, that the Merger was not entirely fair and in the best interest of such stockholders, that the Defendants (or any of them) acted improperly in any way, or that the Defendants (or any of them) have any liability or owe any damages of any kind to Plaintiff, the Settlement Class, and/or the stockholders of BRPM Defendants maintain that the Defendants' conduct was at all times proper and in compliance with applicable law.

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

<p style="text-align: center;">HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE? HOW WILL I RECEIVE MY PAYMENT?</p>
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28. Please Note: If you are eligible to receive a payment from the Net Settlement Fund, you do not have to submit a claim form in order to receive your payment.

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

30. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired. Approval of the Settlement is independent from approval of the plan of allocation. Any determination with respect to the plan of allocation will not affect the Settlement, if approved.

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

PROPOSED PLAN OF ALLOCATION

32. The Net Settlement Fund will be distributed to Eligible Class Members on a *pro rata* basis per Eligible Share held by the Eligible Class Members. "Eligible Class Members" means those Class Members (defined in Paragraph 21 above) who held Eligible Shares (defined in Paragraph 33 below), *i.e.*, holders of BRPM Common Stock who had the right to but did not exercise their redemption rights in connection with the Merger.

33. "Eligible Shares" means shares of BRPM Common Stock owned by Class Members immediately after the Redemption Deadline that were not submitted for redemption in connection with the Merger.

34. Excluded Persons (as defined in Paragraph 21) shall not have any right to receive any part of the Settlement Fund for their own account(s) (*i.e.*, accounts in which they hold any ownership interest), 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.

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

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

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

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

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

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

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

<p>WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?</p>

37. If the Settlement is approved, the Court will enter an Order and Final Judgment (the "Order and Final Judgment") on the claims. Pursuant to the Order and Final Judgment, the claims asserted against Defendants in the Action, and that could have been asserted against GameSquare in the Action, will be dismissed with prejudice and the following releases will occur:

Release of Claims by Plaintiff and the Class: Upon the Effective Date, the Released Plaintiff Parties shall have fully, finally, and forever released, settled, and discharged Released Defendant Parties and Released GameSquare Parties from and with respect to every one of Released Plaintiff's Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to

² "Class Distribution Order" means an order entered by the Court authorizing the specific distribution of the Net Settlement Fund.

prosecute any of Released Plaintiff's Claims against any of Released Defendant Parties and Released GameSquare Parties.

"Released Plaintiff Parties" means Plaintiff, and each and every other member of the Class, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, including Plaintiff's Counsel, any experts engaged by Plaintiff in connection with the Action, and the Settlement Administrator, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only.

"Released Defendant Parties" means the Defendants as well as each of their respective current and former parents, affiliates, subsidiaries, committees, insurers, reinsurers, heirs, executors, administrators, trustees, estates, agents, employees, officers, directors, predecessors, predecessors-in-interest, successors, successors-in-interest, immediate family members, beneficiaries, assigns, advisors, counsel, representatives, and any entity under their control.

"Released GameSquare Parties" means GameSquare as well as each of its respective current and former parents, affiliates, subsidiaries, committees, insurers, reinsurers, heirs, executors, administrators, trustees, estates, agents, employees, officers, directors, predecessors, predecessors-in-interest, successors, successors-in-interest, immediate family members, beneficiaries, assigns, advisors, counsel, representatives, and any entity under their control.

"Released Plaintiff's Claims" means upon the Effective Date of the Settlement, the Plaintiff, and each and every other member of the Class, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors, representatives, trustees, executors, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, shall release the Defendants and GameSquare as well as each of their respective current and former parents, affiliates, subsidiaries, committees, insurers, reinsurers, heirs, executors, administrators, trustees, estates, agents, employees, officers, directors, predecessors, predecessors-in-interest, successors, successors-in-interest, immediate family members, beneficiaries, assigns, advisors, counsel, representatives, and any entity under their control (collectively, the "Defendant Releasees"), from all claims and causes of action of every nature and description, including Unknown Claims, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule, that Plaintiff asserted or could have asserted in connection with or arising from the facts and circumstances alleged in the Verified Class Action Complaint, except for claims to enforce the Settlement.

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

"Released Defendants' Claims" means claims upon the Effective Date of the Settlement, Defendants shall release the Released Plaintiff Parties from all claims, liabilities, sanctions, complaints, and causes of action of every nature and description, including Unknown Claims, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule that arise out of or relate to the investigation, institution, prosecution, or settlement of the claims asserted in the Action, except for claims to enforce the Settlement.

“Released GameSquare Claims” means upon the Effective Date of the Settlement, GameSquare shall release any and all claims and causes of action against the Released Plaintiff Parties and Plaintiff’s Counsel of every nature and description, including Unknown Claims, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule that arise out of or relate to the institution, prosecution, or settlement of the claims asserted in the Action, except for claims to enforce the Settlement.

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

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

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

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

HOW WILL CLASS COUNSEL BE PAID?

39. Plaintiff’s Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have Plaintiff’s Counsel been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiff’s Counsel will apply to the Court for an award of fees and expenses to be paid from the Settlement Fund and approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys’ fees or expenses that have been, could be, or could have been asserted by Plaintiff’s Counsel or any other

counsel for any Class Member (the “Fee and Expense Award”). Plaintiff’s Counsel will seek a Fee and Expense Award consisting of attorneys’ fees in a value not to exceed \$650,000, plus litigation expenses not to exceed \$200,000. The Court will determine the amount of the Fee and Expense Award. The Fee and Expense Award will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. Class Members are not personally liable for any such fees or expenses.

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

40. **Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the Settlement Hearing. Class Members can recover from the Settlement without attending the Settlement Hearing.**

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

42. The Settlement Hearing will be held on **May 13, 2025, at 1:30 p.m.**, before The Honorable Kathaleen St. Jude McCormick, Chancellor, either in person at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801, or remotely by telephone or videoconference (in the discretion of the Court), to, among other things: (i) determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiff and Plaintiff’s Counsel have adequately represented the Class, and whether Plaintiff should be finally appointed as Class representatives for the Class and Plaintiff’s Counsel should be finally appointed as Class counsel for the Class; (iii) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iv) determine whether the claims in the Action should be dismissed with prejudice and the Releases provided under the Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered; (vi) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vii) determine whether and in what amount any Fee and Expense Award should be paid to Plaintiff’s Counsel out of the Settlement Fund; (viii) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiff’s Counsel’s application for a Fee and Expense Award; and (ix) consider any other matters that may properly be brought before the Court in connection with the Settlement.

43. Any Class Member may file a written objection to the Settlement, the proposed plan of allocation, and/or Plaintiff’s Counsel’s application for the Fee and Expense Award (an “Objector”); provided, however, that no Objector shall be heard or entitled to object unless **on or before April 29, 2025**, such person (1) files their written objection, together with copies of all other papers and briefs

supporting the objection specified in Paragraph 45 below, with the Register in Chancery at the address set forth below; (2) serves such papers (electronically by File & ServeXpress, by hand, by first class U.S. mail, or by express service) on Plaintiff's Counsel and Defendants' Counsel at the addresses set forth below; and (3) emails a copy of the written objection to the below email addresses for Plaintiff's Counsel and Defendants' Counsel.

REGISTER IN CHANCERY
Register in Chancery Court of Chancery of the State of Delaware Leonard L. Williams Justice Center 500 North King Street Wilmington, Delaware, 19801
PLAINTIFF'S COUNSEL
Tiffany Geyer Lydon, Esquire ASHBY & GEDDES, P.A. 500 Delaware Avenue, 8th Floor Wilmington, DE 19801 TLydon@ashbygeddes.com
DEFENDANTS' COUNSEL
Kevin Gallagher, Esquire RICHARDS, LAYTON & FINGER, P.A. 920 North King Street Wilmington, DE 19801 gallagher@rlf.com

44. Any objections must: (i) identify the name, address, and telephone number of the objector and, if represented, their counsel, (ii) provide proof of membership in the Class, (iii) contain a written statement of such person's objections to any matter before the Court, (iv) set forth the grounds for such objections and any reasons for such person's desiring to appear and be heard, and (v) attach or include all documents and writings such person desires the Court to consider. Documentation establishing that an Objector is a member of the Class may consist of copies of monthly brokerage account statements or an authorized statement from the Objector's broker containing the transactional and holding information found in an account statement. Plaintiff's Counsel may request that the Objector submit additional information or documentation sufficient to prove that the objector is a Class Member.

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

46. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiff's Counsel and Defendants' Counsel at the mailing and email addresses set forth in Paragraph 43 above so that the notice is ***received on or before April 29, 2025***.

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

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

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

49. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801. Additionally, copies of the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement website, **www.BRPMStockholderSettlement.com**. If you have questions regarding the Settlement, you may contact the Settlement Administrator: BRPM Stockholder Settlement, c/o Epiq Systems, Inc., PO Box 2238, Portland, OR 97208-2238

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

50. If you are a broker or other nominee that held BRPM common stock at any time during the Class Period for the beneficial interest of persons or entities other than yourself, you are requested, within seven (7) calendar days of receipt of this Notice, to either: (i) request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners, and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator at: BRPM Stockholder Settlement, c/o Epiq Systems, Inc., PO Box 2238, Portland, OR 97208-2238. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

51. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. A copy of this Notice may also be obtained from the Settlement website, www.BRPMStockholderSettlement.com, by calling the Settlement Administrator at 1-888-870-1595, or by emailing the Settlement Administrator at info@BRPMStockholderSettlement.com.

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

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

Dated: February 26, 2025