

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE SEARS HOMETOWN AND  
OUTLET STORES, INC. STOCKHOLDER  
LITIGATION

CONSOLIDATED  
C.A. No. 2019-0798-JTL

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

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

**YOU NEED NOT TAKE ANY ACTION IN RESPONSE TO THIS NOTICE UNLESS YOU INTEND TO  
OBJECT TO THE SETTLEMENT**

**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 common stockholder of Sears Hometown and Outlet Stores, Inc. (“SHOS,” or the “Company”) on October 23, 2019, whose shares were converted in connection with the October 23, 2019, Merger into the right to receive the \$3.21 per share Merger Consideration, or an heir, assign, transferee, or successor-in-interest of such a stockholder.

**NOTICE OF SETTLEMENT:** Please also be advised that Whitebark Value Partners LP and Keith Edquist (“Primary Subclass Representatives”),<sup>1</sup> on behalf of themselves and the Primary Subclass (defined in Paragraphs 77-79 below) and defendants Edward S. Lampert, ESL Investments, Inc., ESL Partners, LP, RBS Partners, LP, Transform Holdco LLC, and Hometown Midco LLC (the “Defendants”) have reached a proposed settlement for \$9,373,500 in cash (the “Settlement”).<sup>2</sup> The proposed Settlement, if approved, will resolve all claims of the Primary Subclass against the Defendants in the Action. The proposed Settlement does not release, resolve, compromise, settle, or discharge any claims, arguments, or defenses brought, or that could have been brought, by and between any of the Defendants on the one hand, and Cannon Square, LLC (“Cannon Square”) and/or Quadre Investments, LP (“Quadre”) (who collectively comprise the Intervenor Subclass, as defined below) on the other hand, relating to shares of SHOS common stock for which Cannon Square and Quadre exercised their statutory appraisal rights pursuant to the Merger (as defined below).

---

<sup>1</sup> As noted in Paragraphs 34 and 73, Whitebark Value Partners LP and Keith Edquist were certified as Lead Plaintiffs for the Full Class on January 3, 2020, and were subsequently certified as Primary Subclass Representatives on May 29, 2025.

<sup>2</sup> Primary Subclass Representatives and Defendants are collectively referred to as the “Settling Parties.”

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how Primary Subclass Members will be affected by the Settlement. The following table provides a brief summary of the rights you have as a Primary Subclass Member and the relevant deadlines, which are described in more detail later in this Notice.<sup>3</sup>**

<b>PRIMARY SUBCLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:</b>	
<b>RECEIVE A PAYMENT FROM THE SETTLEMENT. PRIMARY SUBCLASS MEMBERS <u>DO NOT</u> NEED TO SUBMIT A CLAIM FORM.</b>	If you are a member of the Primary Subclass (defined in Paragraphs 77-79 below) (a "Primary Subclass Member"), you may be eligible to receive a proportional distribution from the Settlement proceeds. Eligible Primary Subclass Members (defined in Paragraph 91 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 87-93 below for further discussion.
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <u>RECEIVED</u> NO LATER THAN NOVEMBER 3, 2025.</b>	If you are a Primary Subclass Member and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Primary Subclass Counsel's request for an award of attorneys' costs and expenses, you may write to the Court and explain the reasons for your objection.
<b>ATTEND A HEARING ON DECEMBER 1, 2025, AT 1:30 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <u>RECEIVED</u> NO LATER THAN NOVEMBER 3, 2025.</b>	Filing a written objection and notice of intention to appear that is received by November 3, 2025, allows you to speak in Court, at the Court's discretion, about your objection. In the Court's discretion, the December 1, 2025, hearing may be conducted by video or telephone conference ( <i>see</i> Paragraph 102 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the Court's discretion, speak to the Court about your objection.

**WHAT THIS NOTICE CONTAINS**

What Is The Purpose Of This Notice?	Page 3
What Is This Case About?	Page 3
How Do I Know If I Am Affected By The Settlement?	Page 10
What Are The Terms Of The Settlement?	Page 10
What Are The Settling Parties' Reasons For The Settlement?	Page 11
How Much Will My Payment From The Settlement Be? How Will I Receive My Payment?	Page 12
What Will Happen If The Settlement Is Approved? What Claims Will The Settlement Release?	Page 13
How Will the Primary Subclass Counsel Be Paid?	Page 15
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 Don't Like The Settlement?	Page 16
Can I See The Court File? Whom Should I Contact If I Have Questions?	Page 18
What If I Held Shares On Someone Else's Behalf?	Page 18

<sup>3</sup> Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Amended Stipulation and Agreement of Compromise, Settlement, and Release Between The Primary Subclass Representatives and Defendants, dated September 12, 2025 (the "Stipulation"). A copy of the Stipulation is available at [www.searsstockholderssettlement.com](http://www.searsstockholderssettlement.com).

## WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Primary Subclass Members of the existence of the Action and the terms of the proposed Settlement between the Primary Subclass and the Defendants. The Notice is also being sent to inform Primary Subclass 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, the application by Primary Subclass Counsel for a Fee and Expense Award (defined in Paragraph 98 below), and the application by Primary Subclass Representatives for an Incentive Fee Award (defined in Paragraph 99 below) in connection with the Settlement (the “Settlement Hearing”). See Paragraphs 101-104 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be mailed to you because you may be a Primary Subclass Member. The Court has directed us to send you this Notice because Primary Subclass Members have a right to know about their options before the Court rules on the proposed Settlement. Additionally, Primary Subclass Members have the right to understand how the Action and the proposed Settlement generally affects their legal rights. **Please Note:** The Court may approve the proposed Settlement with such modifications as the Settling Parties may agree to, if appropriate, without further notice to the Primary Subclass.

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 claim in the Action (or eventual appeal), and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to Eligible Primary Subclass Members will be made after any appeals related to the Settlement are resolved.

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

## WHAT IS THIS CASE ABOUT?

THE FOLLOWING DESCRIPTION OF THE ACTION AND THE SETTLEMENT HAS BEEN PREPARED BY COUNSEL FOR THE SETTLING PARTIES.

4. On November 9, 2016, the board of directors (the “Board”)<sup>4</sup> of Sears Hometown and Outlet Stores, Inc. (“SHOS,” or the “Company”)<sup>5</sup> formed a special committee to, among other things, evaluate and approve transactions between SHOS and Sears Holdings Corporation (“Sears Holdings”). David B. Robbins (“Robbins”) and Kevin Longino (“Longino”) were the initial members of this special committee (the “Special Committee”).

5. On October 15, 2018, Sears Holdings filed for bankruptcy. On October 17, 2018, the Board met to discuss that bankruptcy’s effects on the Company.

6. On October 22, 2018, the Board added William K. Phelan (“Phelan”) to the Special Committee and put all matters related to the Sears Holdings bankruptcy within the Special Committee’s authority. The Special Committee retained Shearman & Sterling LLP (“Shearman”) as its legal advisor and PJ Solomon Securities LLC (“PJ Solomon”) as its financial advisor.

7. On December 12, 2018, the Board discussed strategic alternatives for the Company, including (i) a sale of the Company to ESL Investments, Inc. or its investment affiliates (together, “ESL”) or (ii) liquidating the Company’s Hometown segment (the “Hometown Segment”) and operating the Company’s Outlet segment (the “Outlet Segment”) and

---

<sup>4</sup> Lampert was not a director.

<sup>5</sup> SHOS is now known as Sears Hometown Stores, Inc.

Buddy's Home Furnishing Stores ("Buddy's Stores") businesses as an independent company (the "Hometown Liquidation").

8. On January 4, 2019, the Company executed an engagement letter with a third-party consultant, AlixPartners LLP, to review the Company's contingency planning in connection with a potential Hometown Liquidation.

9. In late January 2019, Transform Holdco LLC bid successfully to acquire substantially all of Sears Holdings' assets. The sale closed in early February.

10. On or around March 12, 2019, amidst further deteriorating SHOS financial performance, SHOS' Chief Executive Officer, William Powell ("Powell"), asked the Special Committee to authorize Powell and Robbins to contact Lampert to gauge interest in pursuing a transaction involving the Hometown Segment or SHOS as a whole. Shearman contacted Lampert's counsel at Cleary Gottlieb Steen & Hamilton LLP ("Cleary") to invite a bid.

11. On March 20, 2019, Robbins, Lampert, and Powell discussed the Company's consideration of a Hometown Liquidation and a potential acquisition of the Hometown Segment by Transform Holdco LLC and its affiliates (together, "Transform").

12. Between March 20, 2019, and March 27, 2019, the Special Committee, Lampert, and their respective counsel discussed various structures concerning a potential sale of the Company.

13. On March 27, 2019, the Board and Special Committee both held meetings and reviewed strategic alternatives. Among other things, the Special Committee set a deadline of April 15, 2019, for the conclusion of any negotiations with Lampert and, if not concluded, then the Company would start the Hometown Liquidation. Shearman communicated the deadline to Cleary.

14. On March 29, 2019, the Company executed a non-disclosure agreement with Lampert.

15. On April 1, 2019, Powell, Bird, and PJ Solomon met with Lampert and the president of ESL, Kunal Kamrani, to discuss, among other things, "the current health of the Hometown segment, the expected proceeds from a liquidation of the segment, and the proforma of a stand-alone Outlet/rent-to-own business." The parties disagreed as to the future prospects of the Company. Lampert stated that he believed the Hometown Liquidation would destroy value, and questioned whether the Outlet Segment could succeed on its own.

16. On April 2, 2019, Powell, PJ Solomon, and SHOS' former Chief Financial Officer, E.J. Bird ("Bird"), discussed a potential Hometown Liquidation with Bank of America Corporation and the Gordon Brothers Finance Company, administrative agent and collateral agent to the Company's term loan credit facility.

17. On April 5, 2019, Transform submitted a non-binding offer to acquire the Company for \$2.25 per share (the "April 5 Offer"). The April 5 Offer was conditioned on a favorable recommendation from the Committee. Transform sent the April 5 Offer letter with a presentation that, among other things, critiqued the Hometown Liquidation plan and questioned whether the Outlet Segment could survive as a standalone business.

18. On April 6, 2019, the Special Committee met to consider the April 5 Offer. The Special Committee rejected the April 5 Offer because it believed "the bid significantly missed the mark and did not appear to have taken into account any of the guidance or information provided since the NDA was signed." Because the Special Committee believed "the proposed price is 'so far out of the range,' they d[id]n't have a specific counter-proposal."

19. On April 8, 2019, ESL publicly disclosed the terms of the April 5 Offer and the Company's response.

20. Over the next several days, negotiations continued between Lampert and the Special Committee but failed to result in an agreement. On April 12, 2019, Lampert met with the Special Committee and made two proposals. Later that day, the Special Committee rejected Lampert's offers and directed PJ Solomon "to contact Mr. Lampert and again describe

the valuation range that the Committee viewed as appropriate for a potential take private transaction and to note for Mr. Lampert that he could consider the high end of that range (approximately \$9.50 per share) as the Committee's specific counterproposal." PJ Solomon conveyed the Special Committee's proposal and confirmed that unless a deal was reached, the Company would proceed with the Hometown Liquidation on April 15, 2019.

21. On April 15, 2019, Lampert and ESL Partners, L.P., as holders of a majority of the outstanding SHOS common stock, executed a written consent that: (i) removed Special Committee members Robbins and Phelan from the Board; (ii) appointed Alberto Franco ("Franco") and John E. Tober ("Tober") as SHOS directors; and (iii) amended the Company's bylaws to require that any proposed liquidation of significant assets or a significant business line receive the votes of at least 90% of the Board members in two meetings at least 30 business days apart (the "Controller Intervention").

22. On April 17, 2019, Longino agreed to continue serving on the Special Committee.

23. On April 18, 2019, the Board executed a unanimous written consent reaffirming the exclusive power and authority of the Special Committee and designating Longino as its sole member.

24. On April 26, 2019, the Special Committee discussed with Shearman and PJ Solomon a potential transaction with Lampert involving a "go shop" of the Outlet Segment. The Special Committee directed PJ Solomon to continue discussions with Lampert regarding a potential deal.

25. Between May 3, 2019, and May 31, 2019, Lampert, through Transform, and the Special Committee discussed various potential transaction structures, including a potential Hometown segment-only transaction, a potential transaction involving the sale of the Company's outlet segment to a third party, and a potential take-private transaction. The Special Committee suggested a whole-Company sale including a go-shop for the Outlet Segment, and the parties negotiated under that framework.

26. On May 27, 2019, PJ Solomon reviewed with the Special Committee a financial analysis of the proposed transaction based on the assumption that the Controller Intervention prevented a Hometown Liquidation. Later that day, the Special Committee's advisors presented the same information to the Board.

27. On May 28 and 29, 2019, the Special Committee and the Board held meetings to discuss the status of negotiations.

28. On May 31, 2019, PJ Solomon opined at a Special Committee meeting and then at a Board meeting that \$2.25 per share was fair, from a financial point of view, to SHOS' unaffiliated stockholders, based on the assumption that the Controller Intervention prevented a Hometown Liquidation. At the Board meeting, the Special Committee explained that the proposed merger transaction with Transform was the best, and possibly the only, alternative to realize value for the Company and its stockholders. After the Special Committee's recommendation, the Board adopted the analyses, conclusions, and recommendation of the Special Committee and unanimously approved a merger agreement providing for Transform to purchase SHOS for \$2.25 per share (the "Merger Agreement"). Among other things, the Merger Agreement contemplated a sale process for the Outlet Segment and Buddy's Stores that could result in additional consideration to SHOS' minority stockholders.

29. On June 1, 2019, Lampert and ESL Partners, L.P., as holders of a majority of the outstanding SHOS common stock, approved the Merger Agreement by written consent.

30. On June 3, 2019, the Company publicly announced the Merger Agreement and the start of the Outlet Segment go-shop. Over the next two weeks, PJ Solomon contacted a number of potential purchasers, with seventeen entering into confidentiality agreements.

31. On August 27, 2019, SHOS agreed to sell its Outlet Segment and Buddy's Stores to a third party for \$121 million, which resulted in an additional \$0.96 per share in merger consideration for the Company's minority stockholders (the "Outlet Sale").

32. On October 23, 2019, SHOS merged with Transform (the “Merger”) and trading of SHOS common stock ceased following the close of business. Pursuant to the Merger and related transactions, all non-dissenting SHOS minority stockholders (excluding Lampert, ESL Investments Inc., ESL Partners LP, and RBS Partners, LP) received \$3.21 per share in exchange for each share of SHOS common stock (the “Merger Consideration”).

33. On October 4, 2019, Wayne Grant and Keith Edquist (“Edquist”) filed a complaint alleging breaches of fiduciary duty by Lampert, ESL Investments, Inc., Transform Holdco LLC, and Transform Merger Corporation in connection with the Merger. James Darr filed a complaint alleging similar claims on November 20, 2019, and Whitebark Value Partners LP (“Whitebark”) filed a complaint alleging similar claims on November 22, 2019.

34. On January 3, 2020, the Court entered an Order appointing: (i) Whitebark and Edquist as Lead Plaintiffs (“Lead Plaintiffs for the Full Class”); (ii) Labaton Keller Sucharow LLP, Prickett Jones & Elliott, P.A., and Andrews & Springer LLC as Co-Lead Counsel (“Co-Lead Counsel for the Full Class”); and (iii) Levi & Korsinsky, LLP and Wolf Popper LLP as the Executive Committee for the Full Class.

35. On January 16, 2020, Plaintiffs filed a Verified Consolidated Stockholder Class Action Complaint (the “Complaint”) asserting claims for: (i) breach of fiduciary duty against Josephine Linden (“Linden”), Franco, Tober, Powell, Bird, and James F. Gooch (“Gooch”); (ii) breach of fiduciary duty against the Defendants as majority stockholders; (iii) unjust enrichment against the Defendants; and (iv) aiding and abetting breaches of fiduciary duties against the Defendants. The Complaint was brought on behalf of a single class.

36. On March 25, 2020, the Court granted a stipulated order dismissing Powell, Bird, and Gooch (the “Dismissed Parties”) from the Action without prejudice.

37. Between April 14, 2020, and December 16, 2020, Lead Plaintiffs for the Full Class served discovery requests on Defendants, the Dismissed Parties, and non-parties Robbins, Longino, Shearman, Phelan, PJ Solomon, Cyrus Capital Partners, L.P., Franchise Group, Inc., AlixPartners LLP, Bank of America Corporation, and Tiger Capital Group LLC.

38. On April 21, 2020, Defendants filed their Answer to the Complaint, in which they denied the allegations of the Complaint against them, denied any wrongdoing whatsoever, and asserted various affirmative defenses, including defenses under Delaware’s Uniform Contribution Among Joint Tortfeasors Law.

39. On June 26, 2020, the Court entered a stipulated order coordinating the Action with the action captioned *Cannon Square, LLC v. Sears Hometown Stores, Inc. (f/k/a Sears Hometown and Outlet Stores, Inc.)*, C.A. No. 2020-0103-JTL (the “Appraisal Action”), an action in which Cannon Square sought appraisal of the fair value of its SHOS shares.

40. On February 3, 2021, the Court entered a stipulated order granting class certification (the “First Class Certification Order”) for a single non-opt-out class of all record holders and beneficial owners of SHOS common stock whose shares were surrendered on October 23, 2019, except the Excluded Persons (the “Full Class”). The First Class Certification Order confirmed that Whitebark and Edquist were certified as Lead Plaintiffs for the Full Class, and certified them as Class Representatives for the Full Class.

41. On March 9, 2021, the Court entered a stipulated order by which the director defendants and Dismissed Parties agreed to a limited waiver of the attorney-client privilege related to the Merger, the Company’s sale of the Outlet Segment and Buddy’s Stores operated or franchised by SHOS that became effective on October 23, 2019, and events leading up to the Merger and Outlet Sale.

42. Between April 9, 2021, and December 7, 2021, Lead Plaintiffs for the Full Class served additional discovery requests on Defendants, the Dismissed Parties, and non-party Crossroads Capital, LLC.

43. In response to the discovery requests propounded to Defendants and the Dismissed Parties, Lead Plaintiffs for the Full Class received 115,096 documents spanning 459,554 pages, and in response to the subpoenas directed to non-

parties, Lead Plaintiffs for the Full Class received 23,239 documents spanning 191,337 pages. In total, Co-Lead Counsel for the Full Class received approximately 650,890 pages of documents.

44. Lead Plaintiffs for the Full Class deposed 12 fact witnesses and two expert witnesses.

45. On January 3, 2022, the Court denied Lead Plaintiffs for the Full Class's and Linden's requests for leave to file summary judgment motions. The next day, the Court denied Franco and Tober's request for leave to file a summary judgment motion.

46. On April 14, 2022, the Lead Plaintiffs for the Full Class and Defendants exchanged opening expert reports. On October 11, 2022, the Lead Plaintiffs for the Full Class and Defendants exchanged rebuttal expert reports.

47. On December 29, 2022, Defendants filed a Notice of Suggestion of Pendency of Bankruptcy and Automatic Stay of Proceedings, which disclosed, among other things, that on December 12, 2022, Sears Hometown Stores, Inc., Successor to Defendant Transform Merger Corporation, and its subsidiary Sears Authorized Hometown Stores LLC (collectively, the "Debtors"), filed voluntary petitions for relief under 11 U.S.C. §§101–1532 in the United States Bankruptcy Court for the District of Delaware captioned *In re: Sears Authorized Hometown Stores, LLC*, Case No. 22-11303-BLS (the "Bankruptcy"). As a result of the Bankruptcy, the Action was automatically stayed as against Sears Hometown Stores, Inc. (the successor to Defendant Transform Merger Corporation, which merged with and into SHOS in the Merger). In addition, the Appraisal Action, which Cannon Square brought against Sears Hometown Stores, Inc., was automatically stayed as a result of the Bankruptcy.

48. The Bankruptcy has since been converted from proceedings under chapter 11 to proceedings under chapter 7.

49. On January 17, 2023, the Court granted a stipulated order vacating the coordination between the Action and the Appraisal Action.

50. On January 18, 2023, the Court granted a stipulated order amending the class certification definition so as to not exclude stockholders who had exercised their appraisal rights (the "First Amended Class Certification Order").

51. On January 18, 2023, Plaintiffs and defendants Josephine Linden, Alberto Franco, and John E. Tober (collectively, the "First Settling Defendants") executed a term sheet which set forth, among other things, the agreement to settle and release all claims against the First Settling Defendants in return for a cash payment on behalf of the First Settling Defendants of \$3,100,000 for the benefit of the Class (the "Partial Settlement"), subject to certain terms and conditions and the execution of a customary "long form" stipulation and agreement of settlement and related papers.

52. On January 30, 2023, the Court entered an order granting Lead Plaintiffs for the Full Class's motion to sever their claims against the First Settling Defendants from their claims against the Defendants and to stay Lead Plaintiffs for the Full Class's claims against the First Settling Defendants pending the Court's consideration of the Partial Settlement.

53. On February 10, 2023, Lead Plaintiffs for the Full Class and the First Settling Defendants entered into a Stipulation and Agreement of Compromise, Settlement, and Release, representing a final and binding agreement between those parties for the \$3,100,000 Partial Settlement.

54. On March 1, 2023, Defendants filed their Amended Answer and Cross-Claim.

55. Trial was held before The Honorable J. Travis Laster from February 21 to February 24, 2023. The Lead Plaintiffs for the Full Class and Defendants submitted 1,117 exhibits, introduced 101 exhibits at trial, and five witnesses testified at trial.

56. On November 3, 2023, the Court conducted a hearing on the Partial Settlement, and approved the Partial Settlement, dismissing with prejudice all claims against the First Settling Defendants pursuant to a Final Order and Judgment dated November 4, 2023 (the “Partial Settlement Final Order”).

57. The Partial Settlement Final Order provides, among other things, that, pursuant to 10 *Del. C.* § 6304:

the damages recoverable against any other alleged tortfeasor will be reduced by the greater of (i) the amount of the Settlement Amount [*i.e.*, \$3.1 million], and (ii) the *pro rata* liability shares, if any, of the Settling Defendants, in both instances only to the extent it is established that the Settling Defendants are joint tortfeasors.

58. On January 24, 2024, the Court issued a 120-page Post-Trial Opinion (the “Opinion”) with extensive findings of fact and conclusions of law. The Court found that “[w]hen [Lampert] exercised his stockholder-level voting power, he acted consistently with his fiduciary duties[.]” and did not act in bad faith in enacting the Controller Intervention, such that Lampert did not breach his fiduciary duties by engaging with the Controller Intervention. Nevertheless, the Court found that the Merger was not entirely fair, holding that Lampert was liable for breach of fiduciary duty in his capacity as a controlling stockholder in connection with the Hometown sale, and holding the other Defendants liable for aiding and abetting that breach.

59. On January 31, 2024, Defendants filed a Motion for Reargument.

60. On July 2, 2024, the Court issued its Order Granting Defendants’ Motion for Reargument (the “Reargument Order”), modifying its conclusion as to the fair price of SHOS, assuming there were 22,702,000 total shares outstanding, to \$4.06 per share, and awarding damages to the Class in the amount of \$0.85 per share (*i.e.*, the difference between \$4.06 and \$3.21), thus reducing the award of damages to the Class (before interest) to \$8,727,469.35, based on an assumed class share count of 10,267,611 shares.

61. Following the Reargument Order, Lead Plaintiffs for the Full Class and Defendants were required to meet-and-confer on a form of final order and judgment or a letter to the Court identifying open issues to be resolved in advance of the issuance of a final judgment.

62. Following the Reargument Order, Lead Plaintiffs for the Full Class and Defendants continued to meet-and-confer on a form of final order and judgment and certain open issues, which included whether Defendants are entitled to a settlement credit pursuant to 10 *Del. C.* § 6304 of the Delaware Uniform Contribution Among Tortfeasors Law in connection with the \$3.1 million Partial Settlement, and if so, in what amount; as well as the correct number of shares entitled to recover damages. In connection with the meet-and-confer discussions (which also included a preview of the parties’ arguments on appeal), the Lead Plaintiffs for the Full Class and Defendants (the “Original Settling Parties”) also began to discuss a potential resolution of the action that would resolve all open issues between them and eliminate the risks and uncertainties to each side in connection with the remaining open issues and any appeals.

63. On July 12, 2024, Cannon Square, the petitioner in the Appraisal Action, filed a Motion to Intervene in the Action.

64. Following extensive, arm’s-length negotiations, the Original Settling Parties reached a binding agreement in principle to resolve all open issues between the Full Class and Defendants, and obviate the need for any appeals, for \$10,000,000 (the “Initial Settlement Amount”), subject to Court approval. The settlement was memorialized in a binding term sheet executed on August 2, 2024 (the “Term Sheet”).

65. On August 14, 2024, the Court granted Cannon Square’s Motion to Intervene for the sole issue of addressing the question of law that it raised about its alleged entitlement to recover damages in the form of both the base Merger Consideration and any upside damages award (the “Intervention Order”).

66. On September 27, 2024, Cannon Square filed its Motion for Further Relief to address the legal question raised in the Motion to Intervene. The issue was fully briefed by Cannon Square and Defendants by November 4, 2024.

67. After additional negotiations regarding the specific terms of their agreement, the Original Settling Parties entered into the initial Stipulation and Agreement of Compromise, Settlement, and Release on November 21, 2024 (the “First Settlement Stipulation”). On November 26, 2024, the Court granted the proposed Scheduling Order With Respect to Notice and Settlement Hearing, scheduling the settlement hearing for May 7, 2025.

68. On December 3, 2024, the Court conducted a hearing on Cannon Square’s Motion for Further Relief.

69. On February 13, 2025, the Court granted the Motion for Further Relief, determining that, in addition to the upside damages of \$0.85 per share (per the Court’s Reargument Order), Cannon Square was also entitled to recover, as damages, the \$3.21 per share Merger Consideration it did not receive by reason of having exercised its appraisal rights (the “Cannon Square Opinion”).

70. In the Cannon Square Opinion, the Court held that, in light of the Court’s ruling related to damages, “it makes sense to divide the class into two subclasses: one consisting of the non-dissenting shares that were converted into the right to receive the Merger Consideration, and the other consisting of the dissenting shares for which appraisal was sought.”

71. On February 26, 2025, the Original Settling Parties submitted a letter to the Court requesting that the Court remove the settlement hearing and vacate the related interim deadlines pursuant to the First Settlement Stipulation. The Court did so on February 27, 2025.

72. On February 27, 2025, Defendants filed an Application for Certification of an Interlocutory Appeal of the Cannon Square Opinion. On March 21, 2025, the Court declined to certify interlocutory appeal, and the Supreme Court declined to hear the interlocutory appeal on April 25, 2025.

73. On May 29, 2025, the Court granted a stipulated order further amending the class certification definition to establish two subclasses: the Primary Subclass and the Intervenor Subclass, as defined below (the “Second Amended Class Certification Order”). The order also appointed: (i) Lead Plaintiffs for the Full Class as the Primary Subclass Representatives; (ii) Co-Lead Counsel for the Full Class as the Primary Subclass Counsel (the “Primary Subclass Counsel”); (iii) Levi & Korsinsky, LLP and Wolf Popper LLP as the Executive Committee for the Primary Subclass; and (iv) Cannon Square as the Intervenor Subclass Representative (“Intervenor Subclass Representative”).<sup>6</sup>

74. Following entry of the Second Amended Class Certification Order, Primary Subclass Counsel and Defendants’ Counsel began to discuss a potential reworked resolution of the claims of the Primary Subclass against Defendants in light of the Cannon Square Opinion that would resolve all open issues between the Primary Subclass and Defendants and eliminate the risks and uncertainties to each side in connection with the remaining open issues and any appeals, including, among other things, that the Class is now divided into two Subclasses and there are fewer shares in the Primary Subclass than in the Full Class to which the First Settlement Stipulation related. Following extensive, arm’s-length negotiations, the Primary Subclass Representatives (on behalf of themselves and the Primary Subclass) and Defendants reached an agreement in principle, subject to documentation, to resolve all open issues between the Settling Parties, and obviate the need for any appeals relating to the claims of the Primary Subclass, for \$9,373,500.00 (the “Settlement Amount”), subject to Court approval. The Intervenor Subclass was not a party to any such Settlement discussions, and the Settlement Amount does not entail any payment with respect to the 258,308 shares that are in the Intervenor Subclass.

---

<sup>6</sup> In connection with the preparation of the Settlement, Primary Subclass Counsel advised Defendants’ Counsel that one stockholder, Quadre, was a member of both Subclasses. As set forth in Paragraph 3.1 of the Stipulation, nothing in the Settlement is intended to affect Quadre’s rights or claims, or Defendants’ defenses or arguments related thereto, with respect to the 1,000 shares for which Quadre exercised its statutory appraisal rights.

75. Subsequently, the Settling Parties entered into an Amended Stipulation and Agreement of Compromise, Settlement, and Release between the Primary Subclass Representatives and Defendants on September 12, 2025 (the “Stipulation”). The Stipulation reflects the final and binding agreement between the Settling Parties on the terms and conditions of the Settlement and supersedes and replaces the First Settlement Stipulation and the Term Sheet. The Stipulation can be viewed at [www.searsstockholderssettlement.com](http://www.searsstockholderssettlement.com).

76. On September 16, 2025, the Court entered a Scheduling Order directing that notice of the Settlement be provided to Class Members, and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval to the Settlement.

#### HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

77. If you are a member of the Primary Subclass (a “Primary Subclass Member”), you are subject to the Settlement. The Class certified by the Court consists of:

all record holders and beneficial owners of SHOS common stock who held such shares as of the date of the Merger (*i.e.*, October 23, 2019) (the “Class Shares”) in their capacities as holders of Class Shares, together with their heirs, assigns, transferees, and successors-in-interest, in each case in their capacity as holders of Class Shares.

78. The Class further consists of two subclasses. “Primary Subclass” means all members of the Class whose shares were converted in connection with the October 23, 2019, Merger into the right to receive the \$3.21 per share Merger Consideration. For purposes of the Settlement, Quadre is a member of the Primary Subclass solely with respect to the 5,000 shares for which it did not seek appraisal, and solely in its capacity as holder of those shares. Any references in the Stipulation, the Scheduling Order, this Notice, or the Judgment to the Primary Subclass or Primary Subclass Members include Quadre solely with respect to the 5,000 shares for which it did not seek appraisal, and solely in its capacity as holder of those shares. Nothing in the Settlement is intended to affect Quadre’s rights or claims as a member of the Intervenor Subclass (as defined below), or Defendants’ defenses or arguments related thereto, with respect to the 1,000 shares for which Quadre exercised its statutory appraisal rights. Cannon Square is not a member of the Primary Subclass and will not receive any benefit, or provide any release, in connection with the Settlement. “Intervenor Subclass” means all members of the Class who exercised their appraisal rights pursuant to the Merger and did not receive the \$3.21 per share Merger Consideration. “Subclasses” means the Primary Subclass, together with the Intervenor Subclass. The Subclasses are without opt-out rights, pursuant to Delaware Court of Chancery Rule 23(c).

79. Excluded from the Class (including from the Primary Subclass) are (i) Defendants (previously defined as Edward S. Lampert, ESL Investments Inc., ESL Partners LP, RBS Partners, LP, Transform Holdco LLC, and Transform Merger Corporation), Josephine Linden, Alberto Franco, and John E. Tober (previously defined as the “First Settling Defendants” and each a “First Settling Defendant”), as well as Will Powell, E.J. Bird, James F. Gooch, and William K. Phelan (previously defined as the “Dismissed Parties” and each a “Dismissed Party”) and each of Defendants’, First Settling Defendants’, and the Dismissed Parties’ Immediate Family members, affiliates, investors, partners, limited partners, legal representatives, heirs, estates, successors, or assigns; and (ii) any entity in which any Defendant, First Settling Defendant, or Dismissed Party has a direct or indirect controlling interest (each an “Excluded Person” and, collectively, the “Excluded Persons”).

**PLEASE NOTE:** The Class and Subclasses are non-“opt-out” pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), 23(b)(2), and 23(c). Accordingly, Class Members do not have the right to exclude themselves from the Class, and members of the Subclasses do not have the right to exclude themselves from the Subclasses.

#### WHAT ARE THE TERMS OF THE SETTLEMENT?

80. As consideration for the Settlement, the Defendants will pay or cause to be paid \$9,373,500.00 in cash (the “Settlement Amount”) into the Escrow Account, which amount includes the \$478,000 remaining in the Escrow Account

from payments previously made by or on behalf of the Defendants in connection with the First Settlement Stipulation, as follows:

a. Upon entry of the Scheduling Order by the Court, the Escrow Agent may access the \$478,000 remaining in the Escrow Account from payments previously made by or on behalf of the Defendants in connection with the First Settlement Stipulation (the “Initial Settlement Payment”). Primary Subclass Counsel shall be permitted to use the Initial Settlement Payment to fund administrative costs and expenses of the Settlement, including providing notice of the Settlement to potential Eligible Primary Subclass Members.

b. The second payment shall be in the amount equal to the Court-awarded attorneys’ fees and expenses in connection with this Action (*i.e.*, the Fee and Expense Award, as defined in Paragraph 98 below) and shall be transferred within ten (10) calendar days of entry of the Fee and Expense Award. For the avoidance of doubt, the Fee and Expense Award shall be payable solely from the Settlement Amount and does not increase the Settlement Amount.

c. The third payment shall be the remainder of the Settlement Amount and shall be transferred within thirty (30) business days after entry by the Court of a Judgment that is “Final” (as defined below) approving the Settlement.

81. See Paragraphs 87-93 below for details about the distribution of the Settlement proceeds to Eligible Primary Subclass Members.

82. The Released Defendant Persons shall not be responsible for the payment of any amounts in connection with the Settlement other than the Settlement Amount.

#### WHAT ARE THE SETTLING PARTIES’ REASONS FOR THE SETTLEMENT?

83. In light of the benefits of the Settlement to the Primary Subclass, the risks and uncertainty of prosecuting the claims of the Primary Subclass through appeals and collecting any damages from Defendants, the Primary Subclass Representatives have concluded that it is desirable that the claims of the Primary Subclass against Defendants be fully and finally settled, released, dismissed, and discharged in the manner and upon the terms and conditions set forth in the Stipulation. Based on Primary Subclass Counsel’s thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles including a four-day trial, as well as the subsequent establishment of two subclasses in view of the Cannon Square Opinion, Primary Subclass Representatives and Primary Subclass Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and confers substantial and immediate benefits upon the Primary Subclass. Based upon evaluation by counsel for the Primary Subclass Counsel, as well as their own evaluations, Primary Subclass Representatives have determined that the Settlement is in the best interests of the Primary Subclass and have agreed to the terms and conditions set forth herein.

84. Neither the Stipulation, nor any of its terms or provisions, nor entry of the Judgment (defined in the Stipulation), nor any document or exhibit referred to in or attached to the Stipulation, nor any action taken to carry out the Stipulation, is, or may be construed as, or used as, evidence of the invalidity of any claims alleged by Primary Subclass Representatives or on behalf of the Primary Subclass (including in any appeal), or as an admission by or against Primary Subclass Representatives that their claims lacked legal or factual merit or that their arguments in any appeal in this Action would have been unsuccessful.

85. Defendants deny any allegations of wrongdoing, fault, liability, or damages arising out of or related to any of the conduct, statements, acts, or omissions alleged in the Action, and maintain that their conduct was at all times proper, in the best interests of SHOS and its stockholders, and in compliance with applicable law. Defendants further deny any breach of fiduciary duties. Defendants further reserve all rights, including, without limitation, rights on appeal, with respect to liability, damages, and the Court’s determinations in the Opinion and the Cannon Square Order, including, without limitation, with respect to the Court’s determination that stockholders who exercised their appraisal rights in connection with the Merger are entitled to the full judicially determined fair price, including the Merger Consideration, as damages in this Action. Nevertheless, Defendants wish to eliminate the uncertainty, risk, burden, distraction, and expense of further

litigation, including appeals, with respect to all claims asserted on behalf of the Primary Subclass. Defendants have therefore determined to enter into the Stipulation solely to put the Released Primary Subclass Claims (as defined below) to rest, fully, finally, and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages.

86. Neither the Stipulation, nor any of its terms or provisions, nor entry of the Judgment (defined in the Stipulation), nor any document or exhibit referred to in or attached to the Stipulation, nor any action taken to carry out the Stipulation, is, or may be construed as, or used as, evidence of the validity of any claims alleged against the Defendants (including in any appeal or in connection with Appraisal Petitioner's intervention), or as an admission by or against Defendants of any fault, wrongdoing, or concession of liability whatsoever.

HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE?  
HOW WILL I RECEIVE MY PAYMENT?

87. **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.

88. As stated above, the Defendants will pay or cause to be paid the \$9,373,500.00 Settlement Amount into an interest-bearing escrow account for the benefit of the Primary Subclass. This amount includes the \$478,000 remaining in the escrow account from payments previously made by or on behalf of the Defendants in connection with the First Settlement Stipulation. 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 earned thereon (the "Settlement Fund") less: (i) any Taxes and Tax Expenses; (ii) any attorneys' fees or expenses awarded by the Court from the Settlement Fund; (iii) any Notice and Administration Costs; and (iv) any other fees, costs, or expenses approved by the Court) will be distributed in accordance with the proposed Plan of Allocation proposed by Primary Subclass Counsel and set forth below or such other plan of allocation as the Court may approve.

89. 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 to the Delaware Supreme Court has expired. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

90. The Court may approve the Plan of Allocation as proposed, or it may modify the Plan of Allocation without further notice to the Primary Subclass. Any Orders regarding any modification of the Plan of Allocation will be posted on the Settlement website, [www.searsstockholderssettlement.com](http://www.searsstockholderssettlement.com).

**PROPOSED PLAN OF ALLOCATION**

91. The Net Settlement Fund will be distributed on a *pro rata* basis to "Eligible Primary Subclass Members" with respect to their Eligible Shares, as defined below. "Eligible Primary Subclass Members" will consist of all Primary Subclass Members who were the ultimate beneficial owner, or the record holder, of any shares of SHOS common stock as of the close of business on October 23, 2019 (the "Closing"). For the avoidance of doubt, no Excluded Person may be an Eligible Primary Subclass Member, and no such Excluded Person will receive any distribution from the Net Settlement Fund.

92. Eligible Primary Subclass Members will be eligible to receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of Eligible Shares (as defined below) held by the Eligible Primary Subclass Member at the time such shares were converted into the right to receive the Merger Consideration in connection with the Closing of the Merger and (ii) the "Per-Share Recovery" for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares. "Eligible Shares" are the shares of SHOS common stock held by all of the Eligible Primary Subclass Members who held such shares as of the close of business on October 23, 2019 (*i.e.*, the date of the Merger), excluding any shares of SHOS common stock held by such Person, whether of record or beneficially, for which appraisal rights were exercised in connection with the October 23, 2019, Merger.

93. Subject to Court approval in the Primary Subclass Distribution Order, Primary Subclass Counsel will direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Eligible Primary Subclass Members as follows:

a. With respect to Eligible Shares of SHOS common stock held of record at the Closing by Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company (“DTCC”), through its nominee, A.B. Data, Ltd., will cause that portion of the Net Settlement Fund to be allocated to Eligible Primary Subclass Members who held their shares through a DTCC Participant (“DTCC Participant”). A.B. Data, Ltd. will make payment to the DTCC Participants directly. The DTCC Participants and their respective customers, including any intermediaries, shall then ensure *pro rata* payment to each Eligible Primary Subclass Member based on the number of Eligible Shares beneficially owned by such Eligible Primary Subclass Members.

b. With respect to Eligible Shares of SHOS common stock held of record at the Closing other than by the nominee for DTCC (a “Closing Non-Nominee Record Position”), the payment with respect to each such Closing Non-Nominee Record Position shall be made by A.B. Data, Ltd. from the Net Settlement Fund directly to the record owner of each Closing Non-Nominee Record Position in an amount equal to the Per-Share Recovery times the number of Eligible Shares of SHOS common stock comprising such Closing Non-Nominee Record Position.

c. A Person who purchased Eligible Shares of SHOS common stock on or before October 23, 2019, but had not settled those shares at the Merger’s Closing (“Non-Settled Shares”) shall be treated as an Eligible Primary Subclass Member with respect to any such Non-Settled Shares for which appraisal rights were not exercised in connection with the Merger, and a Person who sold those Non-Settled Shares on or before October 23, 2019, shall not be treated as an Eligible Primary Subclass Member with respect to those Non-Settled Shares.

d. 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 DTCC Participants or the holder of a Closing Non-Nominee Record Position shall follow their respective policies with respect to further attempted distribution or escheatment.

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

94. If the Settlement is approved, the Court will enter a judgment (the “Judgment,” as defined in the Stipulation). Pursuant to the Judgment, the claims of the Primary Subclass against the Defendants shall be dismissed with prejudice and the following releases will occur:

a. **Release of Claims by Primary Subclass Representatives and the Class:** Upon the Effective Date, Primary Subclass Representatives, on behalf of themselves and the Released Primary Subclass Persons, shall have fully, finally, and forever released, settled, and discharged the Released Defendant Persons from and with respect to every one of the Released Primary Subclass Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Primary Subclass Claims against any of the Released Defendant Persons.

“Effective Date” means the first date by which all of the following events have been met or have been waived in writing: (a) the payment of the full Settlement Amount into the Escrow Account in accordance with Paragraph 4.1 of the Stipulation; (b) the Court has entered a Judgment substantially in the form attached to the Stipulation as Exhibit C, including, without limitation, approval of the non-opt-out definitions of the Class and Primary Subclass as set forth in the Stipulation, the Releases substantially in the form set out in the Stipulation, the preservation of each and every one of Defendants’ rights, claims, arguments, or defenses that have been asserted, or that can be asserted, by the Defendants in respect to the claims of the Intervenor Subclass (both in connection with the final judgment or on appeal in this Action (including any further proceedings or appeal involving the claims of the Intervenor Subclass) or in the Appraisal Action),

and the complete dismissal with prejudice of the claims of the Primary Subclass against the Defendants without the award of any damages, fees, costs, or expenses, except as provided for in the Stipulation; and (c) the Judgment has become Final.

“Final” means the expiration of all time to appeal or seek other review of the Judgment, or if any appeal or other review of the Judgment is filed and not dismissed, after the Judgment is upheld on appeal in all material respects and is no longer subject to further review or reargument to the Delaware Supreme Court. However, any appeal or other review pertaining solely to the Fee and Expense Award, the Incentive Fee Award, or any Plan of Allocation approved by the Court shall not in any way delay or preclude the Judgment from becoming Final.

“Released Primary Subclass Claims” means all claims and causes of action, including Unknown Claims, that (a) were alleged, asserted, set forth, or claimed in the Complaint against the Released Defendant Persons or (b) could have been alleged, asserted, set forth, or claimed in the Complaint or in any other court, tribunal, forum, or proceeding, in each case, by Primary Subclass Representatives or any Primary Subclass Members individually, directly, derivatively, or in any other capacity as SHOS stockholders, against the Released Defendant Persons, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule, arising out of or relating to the allegations, transactions, facts, matters, representations, or omissions involved, set forth, or referred to in the Complaint, including all such claims relating to (i) the Controller Intervention; (ii) the Merger or any element, term, condition, or circumstance of the Merger or the sale process leading up to the Merger; (iii) any actions, deliberations, negotiations, discussions, offers, inquiries, solicitations of interest, indications of interest, bids, due diligence, or any act or omission in connection with the review of strategic alternatives available, including the process of deliberation or negotiation concerning the Merger; (iv) the consideration received by Primary Subclass Representatives and the Primary Subclass Members in connection with the Merger; and (v) any fiduciary obligations of the Released Defendant Persons relating to the Controller Intervention, the Merger, the process of deliberation or negotiation leading to the Merger, or the disclosures respecting the Merger. Notwithstanding the foregoing, the Released Primary Subclass Claims shall not include claims solely to enforce the terms of the Settlement or any claims relating to Cannon Square and/or Quadre with respect to the shares for which they sought appraisal (the “Excluded Primary Subclass Claims”).

“Released Defendant Persons” means the Defendants, Defendants’ affiliates, and each of their respective predecessors, successors, Immediate Family members, partners, insurers, representatives, attorneys (including Defendants’ Counsel), experts, advisors, auditors, and accountants, in their capacities as such.

“Unknown Claims” means (i) any Released Primary Subclass Claims that any Primary Subclass Representative or any other Primary Subclass Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Persons, or (ii) any Released Defendant Claims that any Defendant does not know or suspect to exist in his or her favor at the time of the release of the Released Primary Subclass Persons, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any Released Claims, the Settling Parties stipulate and agree that they shall expressly waive, and each of the other Primary Subclass Members by operation of law shall be deemed to have waived, any provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which 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 Settling Parties acknowledge, and each of the other Primary Subclass Members by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Settling Parties, and by operation of law the other Primary Subclass Members, to fully, finally, and forever extinguish all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery

of additional or different facts. The Settling Parties also acknowledge, and each other Primary Subclass Member by operation of law is deemed to acknowledge, that the inclusion of “Unknown Claims” in the definition of Released Claims is separately bargained for and is a material element of the Settlement and was relied upon by each of the Settling Parties in entering into the Stipulation.

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

“Released Defendant Claims” means all claims and causes of action, including Unknown Claims, arising out of or relating to the claims of the Primary Subclass other than claims relating to the enforcement of the Settlement, including all actions taken by Primary Subclass Representatives in connection with the initiation, prosecution, and settlement of the claims of the Primary Subclass. Notwithstanding the foregoing, the Released Defendant Claims do not include any: (x) claims based on conduct after the Effective Date; (y) claims to enforce the terms of the Settlement; or (z) any claim or defense relating in any way to (i) the Appraisal Action, (ii) the claims of the Intervenor Subclass in this Action, including, without limitation, the contention that the members of the Intervenor Subclass are entitled to damages in this Action greater than amounts received by other Class Members, or (iii) any other claims or defenses relating to Cannon Square and/or Quadre with respect to the shares for which they sought appraisal (collectively, the “Excluded Defendant Claims”).

“Released Primary Subclass Persons” means Primary Subclass Representatives, all other Primary Subclass Members, and their respective trustees, officers, directors, employees, agents, advisors, experts, and attorneys (including Labaton Keller Sucharow LLP, Prickett Jones & Elliott, P.A., Andrews & Springer LLC, Levi & Korsinsky, LLP, and Wolf Popper LLP), in their capacities as such with respect to the Primary Subclass Representatives or the Primary Subclass Members.

95. For the avoidance of doubt, and as set forth in Paragraph 3.1 of the Stipulation, Quadre is neither releasing any claims relating to the 1,000 shares for which it exercised its statutory appraisal rights, nor is it being released from any claims or defenses relating to those shares.

96. If the Settlement is approved and the Effective Date occurs, no Primary Subclass Representative or Primary Subclass Member will be able to bring another action asserting the Released Primary Subclass Claims against any of the Released Defendant Persons individually, directly, derivatively on behalf of SHOS, or in any other capacity as SHOS stockholders.

97. If the Settlement is approved and the Effective Date occurs, no Defendant will be able to bring any action asserting the Released Defendant Claims against any of the Released Primary Subclass Persons.

#### HOW WILL THE PRIMARY SUBCLASS COUNSEL BE PAID?

98. Primary Subclass Counsel has not received any payment for their services in pursuing claims in the Action against the Defendants on behalf of the Primary Subclass, nor has Primary Subclass Counsel been paid for their litigation costs and expenses incurred in connection with the Action against the Defendants. Concurrent with seeking final approval of the Settlement, Primary Subclass Counsel intends to petition the Court for an award to Primary Subclass Counsel of attorneys’ fees, costs, and expenses to be paid from the Settlement Fund, approved by the Court and in full satisfaction of any claims for attorneys’ fees, costs, or expenses that have been, could be, or could have been, asserted by Primary Subclass Counsel or any other counsel or any Primary Subclass Member against the Defendants with respect to the claims of the Primary Subclass or the Settlement (the “Fee and Expense Award”) to be paid solely from (and out of) the Settlement Fund. Primary Subclass Counsel intends to seek a Fee and Expense Award not to exceed 33% plus un-reimbursed expenses. Defendants do not object to or otherwise take any position on Primary Subclass Counsel’s application for a Fee and Expense Award that does not exceed 33% of the Settlement Fund plus expenses.

99. In addition, Primary Subclass Representatives also intend to petition the Court for an incentive award of up to \$25,000 to be paid to each of the Primary Subclass Representatives solely from the Fee and Expense Award (the “Incentive Fee Award”). Defendants do not object to or otherwise take any position on the Incentive Fee Award so long as Primary Subclass Representatives seek no greater than \$25,000 each.

100. The Incentive Fee Award will be paid from Primary Subclass Counsel’s Fee and Expense Award and will not decrease the Net Settlement Fund.

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 DON’T LIKE THE SETTLEMENT?

101. **Primary Subclass Members are not required to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Primary Subclass Member does not attend the Settlement Hearing. Primary Subclass Members can recover from the Settlement without attending the Settlement Hearing.**

102. **Please Note:** Whether due to health concerns or otherwise, the Court may decide to hold the Settlement Hearing by video or telephone conference without further written notice to Primary Subclass Members. **In order to determine whether the format of the Settlement Hearing has changed, it is important that you monitor the Court’s docket and the Settlement website, [www.searsstockholdersettlement.com](http://www.searsstockholdersettlement.com), before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website. Also, if the Court requires or allows Primary Subclass Members to participate in the Settlement Hearing remotely by video or telephone conference, the information needed to access the conference will be posted to the Settlement website.**

103. The Settlement Hearing will be held on December 1, 2025, at 1:30 p.m., before The Honorable J. Travis Laster, Vice Chancellor, at the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, to, among other things: (i) determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Primary Subclass, and should be approved by the Court; (ii) determine whether a Judgment, substantially in the form attached as Exhibit C to the Stipulation, should be entered, dismissing the claims of the Primary Subclass against the Defendants with prejudice, releasing the Released Claims against the respective Released Persons, and barring and enjoining prosecution of the Released Claims against the Released Persons; (iii) determine whether the proposed Plan of Allocation of the Net Settlement Fund proposed by Primary Subclass Counsel is fair and reasonable, and should therefore be approved; (iv) determine whether and in what amount any Fee and Expense Award should be paid to Primary Subclass Counsel out of the Settlement Fund and whether and in what amount Primary Subclass Counsel should be authorized to pay any Incentive Fee Award to Primary Subclass Representatives solely from the Fee and Expense Award; (v) hear and rule on any objections to the Settlement, the proposed Plan of Allocation of the Net Settlement Fund proposed by Primary Subclass Counsel, the application by Primary Subclass Counsel for an award of attorneys’ costs and expenses, and any application by Primary Subclass Representatives for an Incentive Fee Award; and (vi) consider any other matters that may properly be brought before the Court in connection with the Settlement.

104. Any Primary Subclass Member may object to the Settlement, the proposed Plan of Allocation, Primary Subclass Counsel’s application for an award of attorneys’ costs and expenses, or Primary Subclass Representatives’ request for an Incentive Fee Award (“Objector”), *provided, however*, that no Objector shall be heard or entitled to object unless, **on or before November 3, 2025**, such person (1) files their written objection, together with copies of all other papers and briefs supporting the objection specified in Paragraph 105 below, with the Register in Chancery at the address set forth below; (2) serves such papers (electronically by File & Serve*Xpress*, by hand, by First-Class U.S. Mail, or by express service) on Primary Subclass Counsel and the Defendants’ Counsel at the addresses set forth below; and (3) emails a copy of the written objection to [nweinberger@labaton.com](mailto:nweinberger@labaton.com), [slclosic@prickett.com](mailto:slclosic@prickett.com), [pandrews@andrewsspringer.com](mailto:pandrews@andrewsspringer.com), [dsborz@andrewsspringer.com](mailto:dsborz@andrewsspringer.com), and [mpittenger@potteranderson.com](mailto:mpittenger@potteranderson.com).

**REGISTER IN CHANCERY**

Register in Chancery  
Court of Chancery of the State of Delaware  
New Castle County  
Leonard L. Williams Justice Center  
500 North King Street  
Wilmington, DE 19801

**PRIMARY SUBCLASS COUNSEL**

Ned Weinberger  
LABATON KELLER  
SUCHAROW LLP  
222 Delaware Avenue,  
Suite 1510  
Wilmington, DE 19801

Samuel L. Closic  
PRICKETT, JONES &  
ELLIOTT, P.A.  
1310 King Street  
Box 1328  
Wilmington, DE 19801

Peter B. Andrews  
David M. Sborz  
ANDREWS & SPRINGER LLC  
4001 Kennett Pike, Suite 250  
Wilmington, DE 19807

**DEFENDANTS' COUNSEL**

Michael A. Pittenger  
POTTER ANDERSON & CORROON LLP  
1313 N. Market Street, 6th Floor  
P.O. Box 951  
Wilmington, DE 19801

105. Any objections must: (i) identify the case name and civil action number, “*In re Sears Hometown and Outlet Stores, Inc. Stockholder Litigation*, Consol. C.A. No. 2019-0798-JTL;” (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (iii) be signed by the Objector; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention, and if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify, and any exhibits the Objector intends to introduce into evidence at the hearing; and (v) include documentation sufficient to prove that the Objector is a Primary Subclass Member (*i.e.*, that the Objector held shares of SHOS common stock as of the close of business on October 23, 2019, and that the Objector’s shares were converted in connection with the Merger into the right to receive the \$3.21 per share Merger Consideration). Documentation establishing that an Objector is a member of the Primary Subclass must 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.

106. 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.

107. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, Primary Subclass Counsel’s application for an award of attorneys’ costs and expenses, or Primary Subclass Representatives’ request for an Incentive Fee Award, assuming you timely file and serve a written objection as described above, you must also file a notice of appearance with the Register in Chancery and serve it on Primary Subclass Counsel and on Defendants’ Counsel at the mailing and email addresses set forth in Paragraph 104 above so that the notice is **received on or before November 3, 2025**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

108. 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 Primary Subclass Counsel and Defendants' Counsel at the mailing and email addresses set forth in Paragraph 104 above so that the notice is **received on or before November 3, 2025**.

109. The Court may adjourn or reconvene the Settlement Hearing without further written notice to Primary Subclass Members other than oral announcement at the Settlement Hearing or a notation on the docket in the Action. The Court may decide to hold the Settlement Hearing remotely by video or telephone conference without further notice to the Primary Subclass. Any Primary Subclass Member (or the Primary Subclass Member's counsel) who wishes to appear at the Settlement Hearing should consult the Court's docket and/or the Settlement website for any change in the format of the hearing.

110. Unless the Court orders otherwise, any Primary Subclass Member who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this Action or any other action or proceeding or otherwise contesting the Settlement, Plan of Allocation, and application for attorneys' costs and expenses in the Action or any other proceeding and will otherwise be bound by the Judgment to be entered and the releases to be given. Primary Subclass Members who do not object need not 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?

111. 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, New Castle County, 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.searsstockholderssettlement.com](http://www.searsstockholderssettlement.com), Mailing Address: Sears Stockholder Settlement, c/o A.B. Data, Ltd., P.O. Box 173025, Milwaukee, WI 53217, Email: [info@searsstockholderssettlement.com](mailto:info@searsstockholderssettlement.com), Toll-Free Number: 877-388-1772.

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

112. If you are a broker or other nominee that held shares of SHOS common stock on October 23, 2019, which were converted in connection with the October 23, 2019, Merger into the right to receive the \$3.21 per share Merger Consideration, for the beneficial interest of persons or entities other than yourself, you are requested to either: (i) within seven (7) calendar days of receipt of this Notice, request from A.B. Data, Ltd. 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) within seven (7) calendar days of receipt of this Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to:

Sears Stockholder Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 173025  
Milwaukee, WI 53217

If you choose the second option, A.B. Data, Ltd. will send a copy of the Notice to the beneficial owners.

113. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing A.B. Data, Ltd. 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.searsstockholderssettlement.com](http://www.searsstockholderssettlement.com), by calling A.B. Data, Ltd. toll-free at (877) 388-1772, or by emailing A.B. Data, Ltd. at [info@searsstockholderssettlement.com](mailto:info@searsstockholderssettlement.com).

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

Dated: October 1, 2025

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