



**EXHIBIT B**

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

IN RE AGILITI, INC. STOCKHOLDER ) (CONSOLIDATED)  
LITIGATION ) C.A. No. 2024-1247-MTZ

**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.***

**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 record holder or beneficial owner of shares of Agiliti, Inc. (“Agiliti”) stock whose shares were exchanged for or who had the right to receive \$10.00 per share in cash in exchange for their Agiliti stock in connection with the merger transaction with Thomas H. Lee Partners, L.P. and THL Agiliti LLC (collectively, “THL”) that closed on May 7, 2024 (the “Merger”).

**NOTICE OF SETTLEMENT:** Please also be advised that: (i) Plaintiff Eric M. Maglione (“Maglione” or “Plaintiff”), individually and on behalf of the Class (defined in Paragraph 24 below); (ii) THL, Thomas J. Leonard, Scott M. Sperling, Michael A. Bell, Joshua M. Nelson, Megan M. Preiner, and James B. Pekarek (collectively, the “THL and Agiliti Defendants”); (iii) John L. Workman, Diane B. Patrick, Gary L. Gottlieb, and C. Martin Harris (collectively, the “Special Committee Defendants,” and together with the THL and Agiliti Defendants, the “Defendants”); and (iv) Agiliti (together with Plaintiff and Defendants, the “Settling Parties,” and each a “Party”) have reached a proposed settlement for \$32,000,000 in cash (the “Settlement”). The proposed Settlement, if approved, will resolve all claims in the Action against Defendants, and the Action will be dismissed with prejudice.

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how members of the class will be affected by the Settlement. The following table provides a brief summary of the rights you have as a class**

Questions? Call [ ☎ ], email [ ☎ ],  
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member and the relevant deadlines, which are described in more detail later in this Notice.<sup>1</sup>

<b>CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:</b>	
<b>RECEIVE A PAYMENT FROM THE SETTLEMENT. CLASS MEMBERS <u>DO NOT</u> NEED TO SUBMIT A CLAIM FORM.</b>	If you are a member of the Class (defined in paragraph 24 below), you may be eligible to receive a <i>pro rata</i> distribution from the Settlement proceeds. Eligible Class Members (defined in paragraph 33 below) <b>do not</b> 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. See paragraphs 29-36 below for further discussion.
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN [ 8 ], 2026.</b>	If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Plaintiff's Counsel's request for an award of attorneys' fees and expenses or any incentive awards to Plaintiff, you may write to the Court and explain the reasons for your objection.
<b>ATTEND A HEARING ON _____, 2026 AT __:__.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN [ 8 ], 2026.</b>	Filing a written objection and notice of intention to appear that is received by [ 8 ], 2026, allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the [ 8 ], 2026 hearing may be conducted by telephone or video conference ( <i>see</i> paragraphs 42-43 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.

<sup>1</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 Stipulation and Agreement of Settlement, Compromise, and Release, dated May 18, 2026 (the "Stipulation"). A copy of the Stipulation is available at [https://\[ 8 \]](https://[ 8 ]).

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## WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members (defined in paragraph 24, below) of the existence of the Action and the terms of the proposed Settlement. The Notice is also being sent 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 Plaintiff's Counsel for a Fee and Expense Award, including any incentive award to Plaintiff, in connection with the Settlement (the "Settlement Hearing"). See paragraphs 42-43 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be mailed to you because you may be a member of the Class. The Court has directed us to send you this Notice because, 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 affect your legal rights. Please Note: the Court may approve the proposed Settlement with such

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modifications as the Settling Parties 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 claim in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to Eligible Class Members will be made after any appeals are resolved.

**PLEASE NOTE:** Receipt of this Notice does not 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 SETTLING PARTIES.

4. On February 26, 2024, in a Form 8-K filed with the SEC, Agiliti announced its entry into a definitive agreement with affiliates of THL pursuant to which THL would acquire the remaining shares of Agiliti that it did not already own for \$10.00 per share in cash (the “**Merger**”);

5. On March 20, 2024, Maglione served Agiliti with a demand to inspect Agiliti’s books and records, pursuant to 8 *Del. C.* § 220 (“**Section 220**”);

6. On May 8, 2024, petitioner Matthew Q. Giffuni (“**Giffuni**”) filed a Verified Petition for Appraisal in the Court of Chancery (*Matthew Q. Giffuni v. Agiliti, Inc., C.A. No. 2024-0487-MTZ*) of his shares in Agiliti;

7. On June 4, 2024, Alpine Partners (BVI) (“**Alpine**,” and together with Giffuni, “**Petitioners**”) filed a Verified Petition for Appraisal in the Court of Chancery (*Alpine Partners (BVI) L.P. v. Agiliti, Inc., C.A. No. 2024-0601-MTZ*) of its shares in Agiliti (together with Giffuni’s Petition, the “**Appraisal Actions**”);

8. On July 22, 2024, the Court consolidated the Appraisal Actions (*In Re Appraisal of Agiliti, Inc., C.A. No. 2024-0601-MTZ*);

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9. In the following months, discovery proceeded in the Appraisal Actions;

10. On December 4, 2024, Maglione filed a Verified Class Action Complaint (“**Complaint**”) in this Court asserting breach of fiduciary duty and aiding and abetting claims, initiating the action captioned *Maglione v. Thomas H. Lee Partners, L.P.*, C.A. No. 2024-1248-MTZ (“**Maglione Action**”);

11. Also on December 4, 2024, plaintiffs Thomas Bailey and Dennis Pagan filed a Verified Class Action Complaint in this Court asserting breach of fiduciary duty claims, initiating the action captioned *Bailey v. Thomas H. Lee Partners, L.P.*, C.A. No. 2024-1247-MTZ (“**Bailey Action**”), plaintiffs Chad Andrew Chickonoski, Charles Hennig, and Martin Sanady filed a Verified Class Action Complaint in this Court asserting breach of fiduciary duty claims, initiating the action captioned *Chickonoski v. Thomas H. Lee Partners, L.P.*, C.A. No. 2024-1249-MTZ (“**Chickonoski Action**”), and plaintiffs SEIU Pension Plans Master Trust, Thomas Nighsonger, and George Assad filed a Verified Class Action Complaint in this Court asserting breach of fiduciary duty claims, initiating the action captioned *SEIU Pension Plans Master Trust v. Thomas H. Lee Partners, L.P.*, C.A. No. 2024-1251-MTZ (“**SEIU Action**,” and together with the Bailey Action, Maglione Action, and Chickonoski Action, the “**Related Actions**”);

12. On March 18, 2025, the Court consolidated the Related Actions, appointed Maglione as lead Plaintiff for the Related Actions, and appointed Plaintiff’s Counsel, as defined below, as lead counsel for the Related Actions (Trans. ID 75883422);

13. On March 27, 2025, Maglione designated the Complaint as the operative complaint in the Action;

14. On May 15, 2025, Plaintiff voluntarily dismissed all claims against Centerview Partners LLC (“**Centerview**”), without prejudice, following Centerview’s agreement to participate in discovery as though it was a party to the Action (Trans. ID 76282051);

15. On May 21, 2025, the Court consolidated the Related Actions and the Appraisal Actions into the Action (Trans. ID 76317906);

16. Also on May 21, 2025, Defendants answered the Complaint (Trans. ID 76314118, 76319930).

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17. From April 2025 to August 2025, Plaintiff propounded extensive discovery, including 102 total document requests to all Defendants, 86 total interrogatories to all Defendants, and subpoenas on over a dozen third parties. Defendants and third parties produced more than 200,000 documents. Plaintiff's Counsel deposed three fact witnesses and had noticed and agreed to dates for numerous others.

18. On February 17, 2026, Plaintiff's Counsel and Defendants' counsel participated in a full-day, in-person mediation session with David M. Murphy of Phillips ADR Enterprises. Before the mediation, Plaintiffs and Defendants exchanged mediation statements and exhibits, which addressed the issues of both liability and potential damages. The Action was not resolved during the mediation session.

19. On February 27, 2026, after receiving a mediator's recommendation, the Settling Parties reached an agreement in principle to settle the Action.

20. On March 27, 2026, the Settling Parties executed a term sheet memorializing the Settlement (the "Term Sheet").

21. On April 2, 2026, Plaintiff's Counsel, on behalf of the Settling Parties, informed the Court of the agreement in principle to settle the Action and requested an abeyance of applicable deadlines pending submission of the Settlement for Court approval (Trans. ID 78936277).

## WHAT WAS PLAINTIFF'S THEORY OF LIABILITY?

22. Plaintiff's Complaint alleged, among other things, that the process by which the Merger was negotiated and approved was unfair because (i) Plaintiff asserts THL timed the Merger to capitalize on a temporary downturn in Agiliti's performance and (ii) Plaintiff asserts the Special Committee process was undermined by a series of conflicts. Plaintiff's Complaint also alleged that the price of the Merger was unfair because (a) the Merger price was lower than the Company's historic trading price, notwithstanding the dip in share price that Plaintiff asserts was temporary, (b) the Special Committee allegedly failed to negotiate for a higher price, (c) the Special Committee allegedly failed to pursue alternative transactions, and (d) the analysis of the Special Committee's financial advisor was allegedly flawed. Defendants denied and continue to deny the foregoing allegations and any assertion that either the process or price of the Merger were unfair. Defendants would have responded to Plaintiff's allegations by arguing, among other things, that the process

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by which the Merger was approved was fair, including because the Special Committee and its advisors were independent, disinterested, and at all times acted to achieve the highest value possible, and that the price of the Merger was fair, including because it (i) represented a substantial premium to Agiliti's unaffected stock price and other objective indicia of value and (ii) the Company's subsequent performance confirmed that the price was fair. The Court has not addressed Plaintiff's and Defendants' competing arguments.

23. If this Action had proceeded to trial, Plaintiff would have relied on, among other things, certain of the communications among the Defendants and their advisors that, Plaintiff asserts, show relationships that undermined the Special Committee's independence, and documents that, Plaintiff asserts, bear on the fairness of the Merger price relative to the Company's business plans. Plaintiff also would have relied on expert testimony in support of their arguments that the Merger price was unfair. Defendants would have denied that the Merger process or price were unfair and would have responded to Plaintiff's evidence with contemporaneous evidence of, among other things, arm's length negotiations, the independence and disinterestedness of the Special Committee and its advisors, operational and other challenges to the business, and the substantial premium that the deal price represented above the fair value of Agiliti common stock. Defendants also would have relied on expert testimony in support of their arguments that the Merger price was fair. The Court has not addressed Plaintiff's and Defendants' competing arguments.

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

24. If you are a member of the Class, you are subject to the Settlement. The Class consists of:

all record holders and beneficial owners of shares of Agiliti stock whose shares were exchanged for or who had the right to receive \$10.00 per share in cash in exchange for their Agiliti stock in connection with the Merger with THL that closed on May 7, 2024 (the "Closing") including their heirs, successors in interest, successors, transferees, and assigns.

In negotiating the Settlement, the Settling Parties further agreed to exclude from the Class: (i) Defendants and Agiliti; (ii) any person who was an officer or director of Agiliti at the time of the Closing; (iii) the members of the Immediate Families of any of the foregoing (as applicable); (iv) any entity in which any of the foregoing has a controlling interest; (v) any of the foregoing's respective parents or subsidiaries or

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general partners and any trusts, estates, entities, or accounts that held Agiliti shares for the benefit of any of the foregoing; and (vi) the heirs, successors, or assignees of any of the foregoing. (the “Excluded Persons”).

**PLEASE NOTE:** The Class is a non-“opt-out” 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?

25. In consideration of the settlement of the Released Plaintiffs’ Claims (defined in paragraph 37 below) against Defendants and the other Released Defendant Parties (defined in paragraph 37 below), Defendants will cause \$32,000,000 in cash (the “Settlement Payment”) to be deposited into an interest-bearing escrow account for the benefit of the Class and will release the Released Defendants’ Claims (defined in paragraph 37 below) against the Class and other Released Plaintiff Parties (defined in paragraph 37 below). *See* paragraphs 33-39 below for details about the distribution of the Settlement proceeds to Eligible Class Members and the release of claims.

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

26. Plaintiff and Plaintiff’s Counsel thoroughly considered the facts and law underlying the claims asserted in the Action. Although Plaintiff and Plaintiff’s Counsel believe that the claims asserted have merit, the Court could have adopted Defendants’ view of the applicable legal standards or of the underlying evidence, and could have entered judgment for Defendants, dismissing the claims against Defendants either prior to trial or after trial. Plaintiff and Plaintiff’s Counsel also considered the expense and length of continued proceedings necessary to pursue Plaintiff’s claims against Defendants through trial, the possibility that the case could be dismissed upon summary judgment following the discovery period, the uncertainty of appeals, and the collectability of any potential judgment.

27. In light of the monetary recovery achieved, and based upon their investigation and prosecution of the case and the information available to them through discovery and the settlement negotiations—which all provided Plaintiff and Plaintiff’s Counsel with a detailed basis upon which to assess the relative strengths and weaknesses of Plaintiff’s positions and Defendants’ positions in the Action—Plaintiff and Plaintiff’s Counsel have concluded that the terms and conditions of the

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Stipulation are fair, reasonable, and adequate to Plaintiff and the Class, and in their best interests. The Settlement provides an immediate benefit in the form of the \$32,000,000 Settlement Payment without the risk that continued litigation could result in obtaining no recovery or a smaller recovery from Defendants after continued extensive and expensive litigation, including trial and appeals.

28. Defendants deny all allegations of wrongdoing, fault, liability, legal violations, or damage to Plaintiff or to any other member of the Class, and further deny that Plaintiff has asserted a valid claim as to any of them. Defendants further deny that they engaged in any wrongdoing or committed, or aided or abetted, any violation of law or breaches of fiduciary duty or engaged in any wrongdoing whatsoever, and believe that they acted properly, in good faith, and in a manner consistent with their legal duties and are entering into this Settlement and Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to resolve each of the Released Plaintiff's Claims as against the Released Defendant Parties. This Settlement and Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission, concession, or presumption on the part of any of the Defendants or Agiliti with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any of the Defendants have or could have asserted in the Action or in any other action.

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

29. 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.

30. As stated above, the \$32,000,000 Settlement Payment will be deposited into an interest-bearing escrow account for the benefit of the Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the Net Settlement Fund (that is, the Settlement Payment plus any and all interest earned thereon (the "Settlement Fund") less: (i) any and all Notice Costs; (ii) any and all Administrative Costs; (iii) any and all Taxes; (iv) any Fee and Expense Award, including any Incentive Award to Plaintiff to be paid solely from any Fee and Expense Award to Plaintiff's Counsel; and (v) any other fees, costs or expenses 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.

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or visit [https://\[ ☎ \]](https://[ ☎ ])  
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31. 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 a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

32. 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, [https://\[redacted\]](https://[redacted]).

### **PROPOSED PLAN OF ALLOCATION**

33. The Net Settlement Fund will be distributed on a *pro rata* basis to “Eligible Class Members.” “Eligible Class Members” will consist of all Class Members who held or beneficially owned shares of Agiliti common stock at the Closing and therefore received the Transaction Consideration for their “Eligible Shares,” defined below. For the avoidance of doubt, Eligible Class Members exclude all Excluded Persons. “Eligible Shares” will be the number of shares of Agiliti common stock held or beneficially owned by Eligible Class Members at the Closing and for which Eligible Class Members received, or were entitled to receive, the Transaction Consideration. As of the date of this filing, the parties estimate that there are approximately 36 million shares in the Class.

34. Each Eligible Class Member 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 held by the Eligible Class Member 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.

35. Payments from the Net Settlement Fund to Eligible Class Members will be made in the same manner in which Eligible Class Members received the Transaction Consideration. Accordingly, if your shares of common stock were held in “street name” and the Transaction Consideration was deposited into your brokerage account, your broker will be responsible for depositing your Settlement payment into that same brokerage account.

Questions? Call [redacted], email [redacted],  
or visit [https://\[redacted\]](https://[redacted])  
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36. Subject to Court approval in the Class Distribution Order, Plaintiff’s Counsel will direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Eligible Class Members as follows:

(i) With respect to shares of Agiliti common stock held of record at the Closing by the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company (collectively, “DTCC”), through its nominee Cede & Co., Inc. (“Cede”), the Settlement Administrator will cause that portion of the Net Settlement Fund to be allocated to Eligible Class Members who held their shares through DTCC Participants to be paid directly to the DTCC Participants. DTCC Participants shall then allocate and distribute that portion of the Net Settlement Fund among the DTCC Participants by paying each the Per-Share Recovery times its respective Closing Security Position,<sup>2</sup> using the same mechanism that DTCC used to distribute the Transaction Consideration. The DTCC 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 Members.

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

(iii) A person who purchased shares of Agiliti common stock on or before May 7, 2024 but had not settled those shares at the Closing (“Non-Settled Shares”) shall be treated as an Eligible Class Member (and their shares treated as Eligible Shares) with respect to those Non-Settled Shares, and a person who sold those Non-Settled Shares on or before May 7, 2024 shall not be treated as an Eligible Class Member with respect to those Non-Settled Shares.

(iv) 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

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<sup>2</sup> For each DTCC Participant, the “Closing Security Position” is the number of shares of common stock reflected on the DTCC allocation report used by DTCC to distribute the Transaction Consideration.

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Closing Non-Cede 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?**

37. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). Pursuant to the Judgment, the claims asserted against Defendants in the Action will be dismissed with prejudice and the following releases will occur:

(i) **Release of Claims by Plaintiff and the Class:** Upon the Effective Date, Plaintiff, all Class Members, and all Released Plaintiff Parties (defined below), on behalf of themselves and their successors and assigns, shall thereupon be deemed to have completely, fully, finally, and forever released, relinquished, settled, and discharged the Released Defendant Parties (defined below) from and with respect to every one of the Released Plaintiff’s Claims (defined below), and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, prosecuting, or continuing to prosecute any Released Plaintiff’s Claims against any of the Released Defendant Parties.

“Released Plaintiff Parties” means Plaintiff and all other Class Members and their respective family members, spouses, parent entities, controlling persons, associates, affiliates, or subsidiaries, and each and all of their respective past or present officers, directors, stockholders, principals, representatives, employees, fiduciaries, attorneys, financial or investment advisors, insurers, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors or agents, heirs, executors, trusts, trustees, general or limited partners or partnerships, limited liability companies, members, managers, joint ventures, personal or legal representatives, estates, administrators, beneficiaries, predecessors, successors, and assigns, in their capacities as such.

“Released Plaintiff’s Claims” means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, issues, claims, and causes of action of every nature and description whatsoever, whether known claims or Unknown Claims, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, direct or indirect, suspected or unsuspected, disclosed or not disclosed, apparent or unapparent, regardless of legal or equitable theory and whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule, or regulation, whether class, individual, and/or derivative in nature that the Released Plaintiff Parties or any other Class Member (i)

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asserted in the Action; or (ii) could have asserted in the Action or any forum that, in full or in part, arise out of, are based upon, concern, relate to, or are in any way connected to or based upon: (a) the allegations, transactions, facts, events, matters, occurrences, disclosures, representations, or omissions involved, set forth, or referred to in any of the complaints filed in the Action or (b) the Merger or any other disclosures relating to or concerning the Merger. The Released Plaintiff's Claims do not include any claims made or brought by the Petitioners in the Appraisal Actions, but Agiliti shall be entitled to any offsets that are permitted by law.

“Released Defendant Parties” means Agiliti and Defendants and their respective family members, spouses, parent entities, controlling persons, associates, affiliates, or subsidiaries, and each and all of their respective past or present officers, directors, stockholders, principals, representatives, employees, fiduciaries, attorneys, financial or investment advisors, insurers, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors or agents, heirs, executors, trusts, trustees, general or limited partners or partnerships, limited liability companies, members, managers, joint ventures, personal or legal representatives, estates, administrators, beneficiaries, predecessors, successors, and assigns, in their capacities as such.

**(ii) Release of Claims by Defendants:** Upon the Effective Date, Defendants and the Released Defendant Parties, on behalf of themselves and their successors and assigns, shall thereupon be deemed to have completely, fully, finally and forever, released, relinquished, settled, and discharged the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, or prosecuting any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

“Released Defendants' Claims” means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, issues, claims, and causes of action of every nature and description whatsoever, whether known claims or Unknown Claims, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, direct or indirect, suspected or unsuspected, disclosed or not disclosed, apparent or unapparent, regardless of legal or equitable theory and whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule, or regulation, whether class, individual, and/or derivative in nature that Defendants: (a) asserted in the Action; or (b) could have asserted in the Action or any forum that, in full or in part, arise out of, are based upon, concern, relate to, or are in any way connected to or based upon:

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(i) the allegations, transactions, facts, events, matters, occurrences, disclosures, representations, or omissions involved, set forth, or referred to in any of the complaints filed in the Action or (ii) the Merger or any other disclosures relating to or concerning the Merger, except for claims relating to the enforcement of the Settlement and this Stipulation. The Released Defendants' Claims do not include any claims for advancement or indemnity by Defendants or Agiliti of their legal fees, costs, and expenses incurred in connection with the Action and this Settlement, or any claims that any Defendant or Agiliti may have against any of their respective insurers, co-insurers, or reinsurers, to the extent such claims are not otherwise released pursuant to other documentation.

“Unknown Claims” means any Released Plaintiff’s Claims and any Released Defendants’ Claims that any Released Plaintiff Parties or Released Defendant Parties, respectively, do not know or suspect to exist in his, her, its, or their favor at the time of the release of the Released Plaintiff’s Claims or Released Defendants’ Claims, which, if known by him, her, it, or them might have affected his, her, its, or their decision(s) with respect to the Settlement. Plaintiff and Defendants acknowledge, and the other Released Plaintiff Parties and Released Defendant Parties 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 Plaintiff’s Claims or the Released Defendants’ Claims, but that it is the intention of Plaintiff and Defendants, and by operation of law the other the Released Plaintiff Parties and Released Defendant Parties, to completely, fully, finally and forever extinguish any and all Released Plaintiff’s Claims and Released Defendants’ Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed and without regard to the subsequent discovery of additional or different facts. Plaintiff and Defendants also acknowledge, and the other the Released Plaintiff Parties and Released Defendant Parties by operation of law are deemed to acknowledge, that the inclusion of Unknown Claims in the definition of the Released Plaintiff’s Claims and the Released Defendants’ Claims is separately bargained for and is a key element of the Settlement and was relied upon by each and all of the Settling Parties in entering into this Stipulation. With respect to any and all Released Plaintiff’s Claims and Released Defendants’ Claims, the Settling Parties stipulate and agree that Plaintiff and Defendants shall expressly waive, and each of the other Released Plaintiff Parties and Released Defendant Parties by operation of law shall be deemed to have waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or

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or visit [https://\[ ☎ \]](https://[ ☎ ])  
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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.

38. By Order of the Court, all proceedings against Defendants in the Action, except for those related to the Settlement, have been stayed, and Plaintiff and all other Class Members are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any Released Plaintiff's Claim, either directly, representatively, derivatively, or in any other capacity, against any Released Defendant Parties pending final determination of whether the Settlement should be approved.

39. If the Settlement is approved and the Effective Date occurs, no common stockholder or Class Member will be able to bring another action asserting the Released Plaintiffs' Claims against any of the Released Defendant Parties, on behalf of Agiliti or individually.

#### **HOW WILL PLAINTIFF'S COUNSEL BE PAID?**

40. 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 attorneys' fees and litigation expenses to Plaintiff's Counsel in connection with achieving the creation of the Settlement Fund (the "Fee and Expense Award") in an amount not to exceed 25% of the Settlement Fund. Plaintiff may also petition the Court for an incentive award of an amount not to exceed \$5,000 to be paid solely from any Fee and Expense Award to Plaintiff's Counsel (the "Incentive Award"). The Court will determine the amount of the Fee and Expense Award and Incentive Award. The Fee and Expense Award (including any Incentive Award) will be paid solely from (and out of) the Settlement Fund in accordance with the

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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 DON'T LIKE THE SETTLEMENT?**

41. 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.

42. 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 Zoom, or otherwise allow Class Members to appear at the hearing remotely by video or phone, 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 video or phone, it is important that you monitor the Court's docket and the Settlement website, [https://\[ \]](https://[ ]), 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, [https://\[ \]](https://[ ]). Also, if the Court requires or allows Class 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, [https://\[ \]](https://[ ]).**

43. The Settlement Hearing will be held [ ] , 2026 at \_\_:\_\_ .m., before The Honorable Morgan T. Zurn, Vice Chancellor, either in person 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, or remotely by Zoom (in the discretion of the Court), 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 Class, and should be approved by the Court; (ii) determine whether a Judgment, substantially in the form attached as Exhibit D to the Stipulation, should be entered dismissing the Action with prejudice as against Defendants; (iii) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (iv) determine whether the application by Plaintiff's Counsel for an

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or visit [https://\[ \]](https://[ ])

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award of attorneys' fees and expenses, and any incentive award to Plaintiff, should be approved; (v) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or to the application by Plaintiff's Counsel for an award of attorneys' fees and expenses, including any incentive award to Plaintiff; and (vi) consider any other matters that may properly be brought before the Court in connection with the Settlement.

44. Any Class Member may object to the Settlement, the proposed Plan of Allocation, or Plaintiff's Counsel's application for an award of attorneys' fees and litigation expenses and any incentive award to Plaintiff ("Objector"); *provided, however*, that no Objector shall be heard or entitled to object unless, **on or before** [ 8 ], **2026**, 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 & Serve*Xpress*, 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 kim@blockleviton.com, smaruri@elsberglaw.com, mhansen@kellogghansen.com, boppenheimer@kellogghansen.com, dross@ramllp.com, rstronach@ramllp.com, john.neuwirth@weil.com, stefania.venezia@weil.com, dicamillo@rlf.com, gallagher@rlf.com, and kidwell@rlf.com.

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or visit [https://\[ 8 \]](https://[ 8 ])  
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**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

**PLAINTIFF'S COUNSEL**

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or visit [https://\[ 800 \]](https://[ 800 ])  
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kidwell@rlf.com

45. Any objections must: (i) identify the case name and civil action number, “*In re Agiliti, Inc. Stockholder Litigation*, Civil Action No. 2024-1247-MTZ”; (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) identify whether the Objector intends to appear at the Settlement Hearing; (v) 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

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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 (vi) include documentation sufficient to prove that the Objector is a member of the Class (*i.e.*, held or beneficially owned shares of Agiliti common stock at the Closing on May 7, 2024). Documentation establishing that an Objector is a member of the Class 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.

46. 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.

47. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Plaintiff's Counsel's application for an award of attorneys' fees and litigation expenses (including any incentive award to Plaintiff), 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 Plaintiff's Counsel and on Defendants' counsel at the mailing and email addresses set forth in paragraph 44 above so that the notice is **received on or before [ ] , 2026**. 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.

48. 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 44 above so that the notice is **received on or before [ ] , 2026**.

49. 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.

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50. 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 proposed Settlement, the proposed Plan of Allocation, or Plaintiff's Counsel's application for an award of attorneys' fees and litigation expenses (including any incentive award to Plaintiff), or any other matter related to the Settlement or the Action, and will otherwise be bound by the 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?**

51. 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, [https://\[redacted\]](https://[redacted]). If you have questions regarding the Settlement, you may contact the Settlement Administrator: Agiliti Stockholder Litigation, c/o A.B. Data, Ltd., [redacted], or Plaintiff's Counsel identified in paragraph 44 above.

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

52. If you are a broker or other nominee that held shares of Agiliti common stock at the Closing on May 7, 2024 for the beneficial interest of persons or entities other than yourself, you are requested to either: (i) within five (5) business days of receipt of this Notice, request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners and within five (5) business days of receipt of those Notices forward them to all such beneficial owners; or (ii) within five (5) business days of receipt of this Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to Agiliti Stockholder Litigation, c/o A.B. Data, Ltd., Attn: [redacted]. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

Questions? Call [redacted], email [redacted],  
or visit [https://\[redacted\]](https://[redacted])  
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53. 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, [https://\[ 80 \]](https://[ 80 ]), by calling the Settlement Administrator toll free at [ 80 ], or by emailing the Settlement Administrator at [ 80 ].

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

Dated: \_\_\_\_\_, 2026

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

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or visit [https://\[ 80 \]](https://[ 80 ])  
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