



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

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

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

This Stipulation and Agreement of Settlement, Compromise, and Release, dated May 18, 2026 (the “**Stipulation**”), and the settlement embodied herein (the “**Settlement**”), is entered into in the above-captioned action (the “**Action**”) by and among the following parties: (i) Plaintiff Eric M. Maglione (“**Maglione**” or “**Plaintiff**”), individually and on behalf of the Class (as defined below); (ii) Thomas H. Lee Partners, L.P. and THL Agiliti LLC (collectively, “**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, Inc. (“**Agiliti**” or the “**Company**”) (together with Plaintiff and Defendants, the “**Settling Parties**,” and each a “**Party**”). This Stipulation is submitted pursuant to Court of Chancery Rule 23.

Subject to the terms and conditions set forth herein and the approval of the Court, the Settlement embodied in this Stipulation is intended to: (i) be a full and final disposition of the Action; (ii) state all of the terms of the Settlement and the

resolution of the Action; (iii) fully, finally, and forever compromise, resolve, dismiss, discharge, and settle each and every one of the Released Plaintiff's Claims, as defined below, against Defendants, and to release the Released Plaintiff's Claims, as defined below, as to each and every one of the Released Defendant Parties, as defined below; and (iv) fully, finally, and forever compromise, resolve, dismiss, discharge, and settle each and every one of the Released Defendants' Claims, as defined below, against each and every one of the Released Plaintiff Parties, as defined below.<sup>1</sup>

**WHEREAS:**

A. 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**");

B. 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**");

C. 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;

---

<sup>1</sup> All terms herein with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings given to them in Article I, Paragraph 1.

D. 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**”);

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

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

G. 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**”);

H. 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**”);

I. 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);

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

K. 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);

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

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

N. 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.

O. 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.

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

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

R. 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).

S. Plaintiff, through his counsel, has conducted an investigation and pursued extensive discovery relating to the claims against each Defendant and the

underlying events and transactions alleged in the Action. Plaintiff's Counsel has analyzed the evidence adduced during their investigation and through the extensive discovery in the Action described above (including three (3) depositions), and has also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto. Additionally, the mediation statements prepared and exchanged between the Settling Parties have provided Plaintiff with a detailed basis upon which to assess the relative strengths and weaknesses of Plaintiff's position and Defendants' position in this litigation.

T. Based upon their investigation and prosecution of the Action, Plaintiff and Plaintiff's Counsel have concluded that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate to Plaintiff and the other Class Members, as defined below, and in their best interests. Based on his direct oversight of the prosecution of this matter, along with the input of Plaintiff's Counsel, Plaintiff has agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering: (i) the substantial benefits that Plaintiff and the other Class Members will receive from the resolution of the Action; (ii) the attendant risks of litigation; and (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation. The Settlement and this Stipulation shall in no event be construed as, or deemed to be,

evidence of a concession by Plaintiff of any infirmity in the claims asserted in the Action.

U. 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 defined below, as against the Released Defendant Parties, as defined below. The Settlement and this 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.

V. The Settling Parties recognize that the Action has been filed and prosecuted by Plaintiff in good faith and defended by Defendants in good faith, and that the Settlement Payment, as defined below, to be paid, and the other terms of the

Settlement as set forth herein, were negotiated at arm's-length, in good faith, and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel.

**NOW THEREFORE, IT IS STIPULATED AND AGREED**, by and among Plaintiff (individually and on behalf of the Class), Defendants, and Agiliti that, subject to the approval of the Court under Court of Chancery Rule 23 and the other conditions set forth in Article VI, for good and valuable consideration set forth herein and conferred on Plaintiff and the Class, the sufficiency of which is acknowledged, the Action against the Defendants shall be finally and fully settled, compromised, and dismissed, on the merits and with prejudice, and that the Released Plaintiff's Claims, as defined below, shall be fully, finally, and forever compromised, settled, released, discharged, and dismissed with prejudice against the Defendants and released as to the Released Defendant Parties, as defined below, and that the Released Defendants' Claims, as defined below, shall be fully, finally, and forever compromised, settled, released, discharged, and dismissed with prejudice against the Released Plaintiff Parties, as defined below, in the manner set forth herein.

## I. DEFINITIONS

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms, as used in this Stipulation and any exhibits attached hereto and made a part hereof, shall have the meanings given to them below:

(a) “**Account**” means the account that is maintained by Plaintiff’s Counsel and into which the Settlement Payment shall be deposited.

(b) “**Administrative Costs**” means all costs, expenses, and fees associated with administering or carrying out the terms of the Settlement, other than the costs of providing notice of the Settlement to the Class. Administrative Costs are not part of the Fee and Expense Award.

(c) “**Class**” means a non-opt-out class consisting 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, but excluding the Excluded Persons, as that term is defined below.

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

(e) “**Court**” means the Court of Chancery of the State of Delaware.

(f) **“Defendants’ Counsel”** means the law firms of Kellogg, Hansen, Todd, Figel & Frederick P.L.L.C.; Ross Aronstam & Moritz LLP; Weil, Gotshal & Manges LLP; and Richards, Layton & Finger, P.A.

(g) **“DTCC”** means The Depository Trust & Clearing Corporation, including its subsidiary The Depository Trust Company.

(h) **“DTCC Participants”** means the DTCC participants to which DTCC distributed the Merger Consideration.

(i) **“Effective Date”** means the first date by which all of the events and conditions specified in Paragraph 10 of this Stipulation have been met and have occurred or have been waived.

(j) **“Eligible Class Members”** means Class Members except for any Excluded Persons.

(k) **“Excluded Persons”** means (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 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.

(l) **“Fee and Expense Award”** means an award to Plaintiff’s Counsel of fees and expenses to be paid from the Settlement Fund, approved by the Court and in full satisfaction of all claims for fees and expenses that have been, could be, or could have been asserted by Plaintiff’s Counsel or any other counsel or any Class Member with respect to the Settlement Fund or against Defendants or Agiliti relating to the Settlement Fund. The Fee and Expense Award does not include Administrative Costs or Notice Costs, which are to be paid separately from the Settlement Fund.

(m) **“Final,”** when referring to the Judgment or any other court order, means (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any motion for reconsideration, reargument, appeal, or other review of the order; or (ii) if there is an appeal from the Judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari, reconsideration, or otherwise, or (b) the date the Judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari, reconsideration, reargument, or other form of review, or the denial of a writ of certiorari, reconsideration, reargument, or other form of review, and, if certiorari, reconsideration, or other form of review is granted, the date of final affirmance following review pursuant to that grant; provided, however, that any disputes or appeals relating solely to (i) the amount, payment or allocation of fees,

costs, and expenses, or (ii) the plan of allocation of the Settlement proceeds (as submitted or subsequently modified) shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit or affect the Judgment, or prevent, limit, delay, or hinder entry of the Judgment.

(n) “**Immediate Family**” means parents, children, stepchildren and spouses (a “**spouse**” shall mean a husband, a wife, or a partner in a state-recognized domestic relationship).

(o) “**Incentive Award**” means an award to Maglione, to be paid solely from the Fee and Expense Award and approved by the Court.

(p) “**Judgment**” means the Order and Final Judgment to be entered by the Court in the Action in all material respects in the form attached as **Exhibit D** hereto.

(q) “**Long-Form Notice**” means the Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit B**, which is to be made available to Class Members via internet distribution and by first-class mail or email.

(r) “**Merger Consideration**” means consideration that Agiliti stockholders were entitled to receive under the terms of the Merger.

(s) “**Net Settlement Fund**” means 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; and (v) any other fees, costs, and expenses approved by the Court.

(t) “**Notice**” means the Long-Form Notice and Publication Notice, collectively.

(u) “**Notice Costs**” means all reasonable costs, expenses and fees associated with providing notice of the Settlement to the Class, other than all costs, expenses and fees associated with providing stockholder information pursuant to Paragraph 2(b). Notice Costs are not part of the Fee and Expense Award.

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

(w) “**Plaintiff’s Counsel**” means Block & Leviton LLP and Elsberg, Baker & Maruri, PLLC.

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

(y) “**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.

(z) **“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: (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. For the avoidance of doubt, 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.

(aa) **“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) 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.

(bb) “**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.

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

(dd) “**Settlement Administrator**” means A.B. Data Class Action Administration (“A.B. Data”).

(ee) “**Settlement Fund**” means the Settlement Payment plus any and all interest earned thereon to be held at Huntington National Bank.

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

(gg) “**Settlement Payment**” means the sum of Thirty-Two Million Dollars in cash (\$32,000,000.00).

(hh) “**Taxes**” means: (i) all federal, state, and/or local taxes of any kind on any income earned by the Settlement Fund; and (ii) the reasonable expenses and costs incurred by Plaintiff’s Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

(ii) “**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 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 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 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.

## **II. CLASS CERTIFICATION**

1. Solely for purposes of the Settlement and for no other purpose, Defendants stipulate and agree to: (a) certification of the Action as a non-opt-out class action, pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), on behalf of the Class; (b) appointment of Maglione as Class Representative for the Class; and (c) appointment of Plaintiff's Counsel as Class Counsel for the Class. In the event that this Settlement is terminated in accordance with the terms and conditions of this Stipulation, Defendants reserve the right to oppose certification of any plaintiff class in future proceedings.

### III. SETTLEMENT CONSIDERATION

2. In consideration for the full and final release, settlement, and discharge of all Released Plaintiff's Claims against the Released Defendant Parties, the Settling Parties have agreed to the following consideration:

(a) **Settlement Payment:**

i. The Settlement Fund shall be used (a) to pay all Administrative Costs; (b) to pay all Notice Costs; (c) to pay all Taxes; (d) to pay any Fee and Expense award, including any Incentive Award to Plaintiff; (e) to pay any other fees, costs or expenses approved by the Court; and (f) following the payment of the foregoing items (a) through (e), for subsequent disbursement of the Net Settlement Fund to the Eligible Class Members as provided in Paragraph 2(b) herein. Should there be any balance remaining in the Net Settlement Fund (whether by reason of Tax refunds, uncashed checks, or otherwise), such balance shall be redistributed to identifiable Eligible Class Members in accordance with the Plan of Allocation or, if Plaintiff's Counsel, in consultation with the Settlement Administrator, determines that redistribution would not be cost-effective, transferred to the Combined Campaign for Justice.

(a) Within thirty (30) calendar days of the later of (i) the Court's entry of a Scheduling Order (defined below) setting a hearing on final approval of the Settlement, or (ii) receipt by counsel for the THL and Agiliti

Defendants of complete payment instructions, including a W-9 form and contact information for verbal confirmation of the payment instructions, Agiliti and THL (or their insurers) shall pay, or cause to be paid, the Settlement Payment on behalf of all of the Defendants. For the avoidance of doubt, no other Defendant or any other of the Released Defendant Parties shall have responsibility for payment of the Settlement Payment.

ii. Apart from Agiliti and THL's obligations to make or cause the payment of the Settlement Payment in accordance with this Paragraph 2(a), and any costs associated with providing Class Member Records and Merger Records, as each is defined below, in accordance with Paragraph 2(b), Defendants and Agiliti shall have no further or other monetary obligation to Plaintiff, the other Class Members, or Plaintiff's counsel under the Settlement.

iii. The Settlement Fund—less all Notice Costs and Administrative Costs paid, incurred, or due consistent with this Stipulation—shall be returned to the person(s) that paid their respective parts of the Settlement Payment within ten (10) business days of the termination of the Settlement in accordance with the terms of this Stipulation.

(b) **Distribution of the Settlement Fund:**

i. For purposes of providing notice of the Settlement to potential Class Members, Agiliti shall use reasonable best efforts to provide or cause

to be provided by May 18, 2026—at no cost to the Settlement Fund, Plaintiff, Plaintiff’s Counsel, or the Settlement Administrator—to the Settlement Administrator or Plaintiff’s Counsel in electronically searchable form, such as Excel, the stockholder register from Agiliti’s transfer agent containing the names, mailing addresses and, if available, email addresses for all registered holders of Agiliti common stock as of the Closing (the “**Class Member Records**”).

ii. For purposes of providing an estimated Class size in the notice to potential Class Members and distributing the Net Settlement Fund to Eligible Class Members, Agiliti and/or Defendants, as specified below—at no cost to the Settlement Fund, Plaintiff, Plaintiff’s Counsel, or the Settlement Administrator—shall use reasonable best efforts to provide or cause to be provided to Plaintiff’s Counsel or the Settlement Administrator in an electronically searchable form, the following information (the “**Merger Records**”):

(a) Agiliti shall use reasonable best efforts to provide or cause to be provided by May 18, 2026, for each of the registered holders of Agiliti common stock as of the Closing, the number of shares of Agiliti common stock held as of the Closing that were exchanged for the Merger Consideration;

(b) Agiliti shall provide or cause to be provided by May 18, 2026, a letter directing DTCC, including its subsidiary the Depository Trust Company (“**DTC**”), to provide to Plaintiff’s Counsel or the Settlement

Administrator the allocation or “chill” report in anticipation of the Merger (the “**Allocation Report**”), which shall include, for each DTC Participant, the number of shares of Agiliti common stock that were exchanged for the Merger Consideration upon the Closing; and

(c) Agiliti and/or Defendants shall use reasonable best efforts to provide or cause to be provided by June 1, 2026, for each Excluded Person, as previously defined, the following information in an electronically searchable form:

- (1) An indication whether the Excluded Person was, as of the Closing, either (x) a registered holder of Agiliti common stock or (y) a beneficial holder of Agiliti common stock whose shares were held via a financial institution on behalf of the Excluded Stockholder (“**Beneficial Owner**”);
- (2) For any Excluded Person who was a registered holder, the number of shares of Agiliti common stock owned by the Excluded Person as of the Closing that were exchanged

for the Merger Consideration upon the Closing (“**Excluded Shares**”); and

- (3) For each of the Excluded Persons that is a Beneficial Holder, the name of the financial institution(s) where their Excluded Shares were held, the Excluded Person’s account number(s) at such financial institution(s), and the number of Excluded Shares held by the Excluded Person in each such account. At the reasonable request of Defendants’ counsel, Plaintiff’s Counsel and the Settlement Administrator shall make reasonable best efforts to assist in obtaining the information described in this paragraph relating to Excluded Stockholders that are Beneficial Holders.

iii. In addition to the information to be provided under Paragraph 2(b)(ii) above, at the request of Plaintiff’s Counsel, and at no cost to the Settlement Fund, Plaintiff, Plaintiff’s Counsel, or the Settlement Administrator, Agiliti and Defendants will use reasonable best efforts to provide such additional

information as may be required to distribute the net settlement proceeds to Eligible Class Members and not to Excluded Persons (including because the information required to be provided under Paragraph 2(b)(ii) is deficient or otherwise incomplete).

iv. Defendants and any other Excluded Person shall not have any right to receive any part of the Settlement Fund for his, her, or its own account(s) (*i.e.*, accounts in which he, she or it holds a proprietary interest, but not including accounts managed on behalf of others, so long as such others are not an otherwise Excluded Person), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including but not limited to contract, application of statutory or judicial law, or equity.

v. The Net Settlement Fund shall be distributed to Eligible Class Members in accordance with the proposed Plan of Allocation set forth in the Notice or such other plan of allocation as may be approved by the Court. The Plan of Allocation for the Net Settlement Fund will be developed solely by Plaintiff or Plaintiff's Counsel or their expert, subject to Court approval. The Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Plaintiff and Plaintiff's Counsel may

not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Released Defendant Parties shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action and shall not have any involvement with the application of the Court-approved plan of allocation or any liability in connection with the plan of allocation.

vi. The Net Settlement Fund shall be distributed to Eligible Class Members only after the Effective Date of the Settlement and after: (a) all Notice Costs, Administrative Costs and Taxes, and any Fee and Expense Award (including any Incentive Award to Plaintiff) have been paid from the Settlement Fund or reserved; and (b) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the "**Class Distribution Order**"). Plaintiff's Counsel will apply to the Court, on notice to Defendants' Counsel, for the Class Distribution Order.

vii. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Plaintiff, Defendants, Released Defendant Parties, and Agiliti, and their respective counsel, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the determination, administration, or calculation of any payment from the Net Settlement Fund, any nonperformance of the Settlement Administrator

or a nominee holding shares on behalf of an Eligible Class Member, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

viii. All proceedings with respect to the administration of the Settlement and distribution pursuant to the Class Distribution Order shall be subject to the exclusive jurisdiction of the Court.

(c) **Costs of Distribution:** Plaintiff's Counsel shall pay out of the Account all Administrative Costs associated with the allocation and distribution of the Net Settlement Fund (including the costs, if any, associated with escheat).

(d) **Investment and Disbursement of the Settlement Fund:**

i. The Settlement Fund deposited in accordance with Paragraph 2(a) above shall be invested in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or if the yield on such instruments is negative, in an account fully insured by the United States Government or an agency thereof, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement Fund.

ii. The Settlement Fund shall not be disbursed except as provided in the Stipulation or by an order of the Court.

iii. The Settlement Fund and the Account shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the exclusive jurisdiction of the Court, until such time as the Settlement Fund shall be distributed in accordance with the Stipulation and/or further order(s) of the Court.

#### **IV. SCOPE OF THE SETTLEMENT**

3. Upon entry of the Judgment, the Action and all claims asserted therein shall be dismissed with prejudice, without the award of any damages, costs, or fees or the grant of further relief except for the payments provided in this Stipulation.

4. Upon the Effective Date, Plaintiff, all Class Members, and all Released Plaintiff 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 Defendant Parties from and with respect to every one of the Released Plaintiff's Claims, 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. Nothing in this Stipulation shall be deemed to release any claims made or brought by appraisal petitioners in the matter captioned *In re Appraisal of Agiliti, Inc.*, C.A. No. 2024-0601-MTZ (Del. Ch.) (the "**Appraisal Action**"), but Agiliti shall be entitled to any offsets that are permitted by law.

5. 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.

**V. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL**

6. As soon as practicable after execution of this Stipulation, and no later than sixty (60) calendar days prior to the Settlement Hearing, Plaintiff shall (i) apply to the Court for entry of an Order in the form attached hereto as **Exhibit A** (the "**Scheduling Order**"), providing for, among other things: (a) the dissemination by mail of the Long-Form Notice; (b) the publication of the Publication Notice; and (c) the scheduling of the Settlement Hearing to consider: (1) the proposed Settlement, (2) the request that the Judgment be entered in all material respects in the form attached hereto as **Exhibit D**, (3) Plaintiff's Counsel's application for an award of attorneys' fees and expenses, and (4) any objections to any of the foregoing; and (ii) take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order.

7. Plaintiff shall request at the Settlement Hearing that the Court approve the Settlement and enter the Judgment.

8. The Settling Parties shall take all reasonable and appropriate steps to obtain Final entry of the Judgment in all material respects in the form attached hereto as **Exhibit D**.

9. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiff's Counsel may pay from the Settlement Payment, without further approval from Agiliti, Defendants, or their insurers or further order of the Court, all Notice Costs actually incurred and paid or payable. Notice shall be provided in accordance with the Scheduling Order. Plaintiff shall retain the Settlement Administrator to disseminate Notice and for the disbursement of the Net Settlement Fund to Eligible Class Members. Agiliti shall use reasonable best efforts to cooperate with Plaintiff in providing Notice, including, but not limited to, Agiliti providing the Class Member Records and the Merger Records in accordance with Paragraph 2(b) above. For the avoidance of doubt, in the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administrative Costs paid or incurred, including any related fees, shall not be returned or repaid to Defendants, Agiliti, or their insurance carriers, or any of the other Released Defendant Parties, or any other person or entity who or which paid any portion of the Settlement Fund.

## **VI. CONDITIONS OF SETTLEMENT**

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

(a) the Court has entered the Judgment in all material respects in the form attached hereto as **Exhibit D**;

(b) the Judgment has become Final; and

(c) the full amount of the Thirty-Two Million Dollar (\$32,000,000.00) Settlement Payment has been paid into the Account in accordance with Paragraph 2(a) above.

11. In the event the Settlement does not become effective pursuant to the terms herein after the Court grants final approval of the Settlement, the provisions in Section X shall govern.

## **VII. ATTORNEYS' FEES AND EXPENSES**

12. Plaintiff's Counsel will apply for an award of attorneys' fees and expenses in an amount not to exceed 25% of the Settlement Fund, to be paid solely from the Settlement Fund, and may also petition the Court for a plaintiff Incentive Award to be paid solely from any Fee and Expense Award (the "**Fee Application**"). Defendants agree that they shall take no position as to the Fee Application. Plaintiff's Counsel's Fee Application is not the subject of any agreement between

the Settling Parties other than what is set forth in this Stipulation. Defendants, Agiliti, their insurance carriers, and the Released Defendant Parties shall have no responsibility for or liability whatsoever with respect to the allocation or award of any Fee and Expense Award to Plaintiff's Counsel. The Fee and Expense Award shall be payable solely from the Settlement Fund.

13. An amount equal to the Fee and Expense Award shall be payable to Plaintiff's Counsel, and any amount equal to any Incentive Award shall be payable to Plaintiff, from the Settlement Fund immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof. In the event that (i) this Stipulation is disapproved, canceled, or terminated pursuant to its terms or the Effective Date otherwise fails to occur for any reason, or (ii) the Fee and Expense Award is disapproved, reduced, reversed or otherwise modified by Final court order, then Plaintiff's Counsel shall, within thirty (30) days after Plaintiff's Counsel receives notice of any such event in (i) or (ii) above, return to the Account, as applicable, the entirety of the Fee and Expense Award or the difference between the attorneys' fees and expenses awarded by the Court in the Fee and Expense Award on the one hand, and any attorneys' fees and expenses ultimately and finally awarded on appeal, further proceedings on remand or otherwise on the other hand.

14. This Stipulation, the Settlement, the Judgment, and whether the Judgment becomes Final, are not conditioned upon the approval of any Fee and Expense Award, either at all or in any particular amount, by the Court. The Fee and Expense Award may be considered separately from approval of this Stipulation and the proposed Settlement. Any disapproval or modification of the Fee and Expense Award by the Court or on appeal shall not (a) affect or delay the enforceability of this Stipulation or the Settlement; (b) provide any Settling Party the right to terminate the Settlement; (c) affect or delay the binding effect or finality of the Judgment or the release of Released Plaintiff's Claims or Released Defendants' Claims; or (d) prevent the occurrence of the Effective Date. The disposition of the Fee Application is not a material term of this Stipulation, and it is not a condition of this Stipulation that such application be granted or that any Fee and Expense Award be made. The Fee Application may be considered separately from this Stipulation.

15. For the avoidance of doubt, Plaintiff's counsel will only seek an award for attorneys' fees and expenses and any incentive award from the Settlement Fund; Plaintiff and Plaintiff's counsel will not seek any additional fees, costs, expenses, or other monetary sum from Defendants, Agiliti, or their insurers; and Plaintiff and Plaintiff's Counsel shall not make any other fee application in connection with the Action in the Court or in any other court.

## **VIII. STAY PENDING FINALITY OF THE SETTLEMENT**

16. The Settling Parties agree not to initiate any other proceedings against Defendants, Agiliti, or any other Released Defendant Parties, other than those related to the approval or enforcement of the Settlement itself pending the occurrence of the Effective Date. The Settling Parties also agree to use their reasonable best efforts to seek the stay and dismissal of, and to oppose entry of, any interim or final relief in favor of any Class Member in any other proceedings which challenge the Settlement, the Merger, or otherwise assert or involve the commencement or prosecution of any Released Plaintiffs' Claim, either directly, representatively, derivatively, or in any other capacity, against any Released Defendant Parties.

17. The Settling Parties will request the Court to order (in the Scheduling Order) that, pending final determination of whether the Settlement should be approved, Plaintiff and all Class Members are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any Released Plaintiffs' Claim, either directly, representatively, derivatively, or in any other capacity, against any Released Defendant Parties; provided that nothing in this Stipulation shall prevent the petitioners in the Appraisal Action from continuing to prosecute and participate in the Appraisal Action, but Agiliti shall be entitled to any offsets that are permitted by law.

## **IX. TAXES**

18. The Settling Parties agree that the Settlement Fund together with all interest earned on the Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. The Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Article IX, including, if necessary, the “relation-back election” (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such Treasury regulations promulgated under § 1.468B of the Internal Revenue Code of 1986, as amended. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. Agiliti shall provide, or shall cause to be provided, the statement described in Treas. Reg. § 1.468B-3(e) to Plaintiff’s Counsel within the time period required thereunder.

19. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the election described in Paragraph 18 above) shall be consistent with this Article IX and in all events shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by

the Settlement Fund shall be paid out of the Settlement Fund as provided in Paragraph 20 below.

20. All Taxes shall be paid out of the Settlement Fund and shall be timely paid by Plaintiff's Counsel without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth herein) shall be consistent with this Article IX and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund, as provided herein. Any costs for the preparation of applicable tax returns shall be paid from the Settlement Fund. Defendants, Agiliti, their insurers, and the Released Defendant Parties shall not bear any tax liability in connection with the Settlement Fund, including any liability for income taxes owed by any Class Member by virtue of their receipt of payment from the Settlement Fund.

21. Agiliti, Defendants, and their counsel agree to cooperate with Plaintiff's Counsel, as administrators of the Settlement Fund, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Article IX.

**X. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION;  
EFFECT OF PARTIAL APPROVAL OF SETTLEMENT**

22. Subject to Paragraph 23 below, if (i) the Court declines to enter the Scheduling Order in any material respect and such refusal decision has become Final; (ii) the Court refuses to approve this Stipulation, the Settlement, or any part

of the Stipulation or Settlement that materially affects any Settling Party's rights or obligations hereunder and such refusal decision has become Final; (iii) the Court finally refuses to enter the Judgment in any material respect or alters the Judgment in any material respect prior to entry; or (iv) the Court enters the Judgment but on or following appellate review, the Judgment is modified or reversed in any material respect, the Settlement and this Stipulation shall be canceled and terminated unless each of the Settling Parties to this Stipulation, within twenty (20) business days from receipt of such ruling, agrees in writing with the other Settling Parties hereto to proceed with this Stipulation and Settlement, including only with such modifications, if any, as to which all other Settling Parties in their sole judgment and discretion may agree. In addition to the foregoing, Plaintiff shall have the right to cancel and terminate the Settlement and this Stipulation in the event that the Settlement Payment is not timely paid in accordance with Paragraph 2(a) above. For purposes of this paragraph, an intent to proceed shall not be valid unless it is expressed in a signed writing. Neither a modification nor a reversal on appeal of the amount of fees, costs and expenses awarded by the Court to Plaintiff's Counsel shall be deemed a material modification of the Judgment or this Stipulation.

23. If this Stipulation is disapproved, canceled, or terminated pursuant to its terms or the Effective Date of the Settlement otherwise fails to occur, (i) the Settling Parties shall be deemed to have reverted to their respective positions in the

Action immediately before February 27, 2026, they shall meet and confer regarding a new case schedule in good faith, and they shall proceed as if the Stipulation had not been executed and the related orders had not been entered; (ii) the full value of the Settlement Payment (less the Notice Costs), including any interest accrued, shall be returned to Agiliti, Defendants, or their insurers, as applicable, in proportion to the fraction of the Settlement Payment each such party paid; (iii) all of the Settling Parties' respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way; (iv) the statements made in connection with the negotiations of this Stipulation shall not be deemed to prejudice in any way the positions of any of the Settling Parties with respect to the Action, or to constitute an admission of fact or wrongdoing by any Settling Party, and shall not be used or entitle any Settling Party to recover any fees, costs, or expenses incurred in connection with the Action; and (v) neither the existence of this Stipulation nor its contents nor any statements made in connection with its negotiation or any settlement communications shall be admissible in evidence or shall be referred to for any purpose in the Action, or in any other litigation or judicial proceeding, except to the extent that reference to the existence of the Stipulation is necessary in the event of the failure of the Settlement to justify a request for a modified scheduling order and trial date in the Action or to enforce the terms of this Paragraph 23.

## **XII. MISCELLANEOUS PROVISIONS**

24. All of the exhibits attached hereto are incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

25. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of Agiliti or Defendants or their insurers to be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at Plaintiff's election, Plaintiff and Defendants shall jointly move the Court to vacate and set aside the Settlement and this Stipulation, including, without limitation, the Releases given and the Judgment entered in favor of Defendants and the other Released Defendant Parties pursuant to this Stipulation, in which event the releases and Judgment shall be null and void, and the Settling Parties shall be restored to their respective positions in the Action as provided above and any cash amounts in the Settlement Fund (less any Taxes paid, due or owing with respect to the Settlement Fund and less any Notice Costs and Administrative Costs actually incurred, paid or payable) shall be returned as provided in Paragraph 2(a)(iii).

26. The Settling Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiff and any other Class Members against Defendants and any Released Defendant Parties with respect to the Released Plaintiff's Claims. Accordingly, Plaintiff and Plaintiff's Counsel, Agiliti and its counsel, and Defendants and their counsel agree not to assert in any forum that this Action was brought by Plaintiff or defended by Defendants in bad faith or without a reasonable basis. The Settling Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Settling Parties, including through a mediation process supervised and conducted by David M. Murphy of Phillips ADR Enterprises, and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

27. Plaintiff and Plaintiff's Counsel, and Defendants and Agiliti and each of their counsel, shall not make any accusations of bad faith, wrongful or actionable conduct by any Settling Party concerning the prosecution, defense, or resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

28. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of each of the Settling Parties (or their successors-in-interest).

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

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

31. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

32. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain exclusive jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and expenses to Plaintiff's Counsel and enforcing the terms of this Stipulation, including the distribution of the Net Settlement Fund to Class Members.

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

34. This Stipulation and its exhibits constitute the entire agreement among the Settling Parties concerning the Settlement and this Stipulation and its exhibits.

This Stipulation supersedes and replaces the Term Sheet, which the Settling Parties agree shall have no further independent effect. Each Settling Party acknowledges that no other agreements, representations, warranties, or inducements have been made, and it is not relying upon any other agreements, representations, warranties, or inducements (or the accuracy or completeness thereof), by any Settling Party concerning this Stipulation or its exhibits other than those contained and memorialized in such documents.

35. This Stipulation may be executed in one or more counterparts, including by a .pdf/.tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

36. This Stipulation is and shall be binding upon and inure to the benefit of the successors and assigns of the Settling Parties, including Released Plaintiff Parties and Released Defendant Parties, and any corporation, partnership, or other entity into or with which any Settling Party may merge, consolidate or reorganize. The Settling Parties acknowledge and agree, for the avoidance of doubt, that the Released Defendant Parties and the Released Plaintiff Parties are intended beneficiaries of this Stipulation and are entitled to enforce the releases contemplated by the Settlement.

37. The construction, interpretation, operation, effect and validity of this Stipulation and all documents necessary to effectuate it shall be governed by the internal laws of the State of Delaware without regard to conflicts of laws. Each Party

(i) consents to personal jurisdiction in any such dispute brought in the Court, (ii) consents to service of process by registered mail on such Party and/or such Party's agent, (iii) waives any objection to venue in the Court and any claim that Delaware or the Court is an inconvenient forum, and (iv) waives any right to demand a jury trial as to any dispute described in this paragraph.

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

39. This Stipulation shall not be construed more strictly against one Settling Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that it is the result of arm's-length negotiations between the Settling Parties and that all Settling Parties have contributed substantially and materially to the preparation of this Stipulation.

40. All counsel and all other persons executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

41. Counsel to the Settling Parties agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court

required of this Stipulation (including, but not limited to, using their best efforts to resolve any objections raised to the Settlement), and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

42. Plaintiff and Plaintiff's Counsel represent and warrant that Plaintiff is a Class Member and that none of Plaintiff's claims or causes of action referred to in this Stipulation have been assigned, encumbered or otherwise transferred in any manner in whole or in part.

43. If any Settling Party is required to give notice to another Settling Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Plaintiff or Plaintiff's Counsel:

BLOCK & LEVITON LLP  
Attn: Kimberly Evans  
222 Delaware Avenue, Suite 1120  
Wilmington, DE 19801  
kim@blockleviton.com

ELSBERG, BAKER & MARURI PLLC  
Attn: Silpa Maruri  
350 Fifth Avenue, 38th Floor  
New York, NY 10118  
smaruri@elsberglaw.com

If to Defendants or Agiliti:

KELLOGG, HANSEN, TODD, FIGEL &  
FREDERICK PLLC

Attn: Mark Hansen, Bradley Oppenheimer  
1615 M Street NW, Suite 400  
Washington, DC 20036  
mhansen@kellogghansen.com  
boppenheimer@kellogghansen.com

ROSS ARONSTAM & MORITZ LLP  
Attn: David Ross, Roger Stronach  
1313 North Market Street, Suite 1001  
Wilmington, DE 19801  
dross@ramllp.com  
rstronach@ramllp.com

WEIL, GOTSHAL & MANGES LLP  
Attn: John Neuwirth, Stefania Venezia  
767 Fifth Avenue  
New York, NY 10153  
john.neuwirth@weil.com  
stefania.venezia@weil.com

RICHARDS, LAYTON & FINGER PA  
Attn: Raymond DiCamillo, Kevin Gallagher,  
Kevin Kidwell  
920 North King Street  
Wilmington, DE 19801  
dicamillo@rlf.com  
gallagher@rlf.com  
kidwell@rlf.com

44. Except as otherwise provided herein, the Settling Parties shall bear their own costs.

45. Whether or not the Settlement is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Settling Parties

and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed and proceedings in connection with the Stipulation confidential. For the avoidance of doubt, the materials required to be kept confidential shall include the Merger Records provided in connection the Settlement, including any information provided with respect to the Excluded Persons (e.g., share ownership and brokerage account information).

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

47. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the Settling Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

*[Signatures on Next Page]*

BLOCK & LEVITON LLP

OF COUNSEL:

Jason Leviton  
Nathan Abelman  
BLOCK & LEVITON LLP  
260 Franklin St., Suite 1860  
Boston, MA 02110  
(617) 398-5600

Silpa Maruri  
Vivek Tata  
Brian Campbell  
Chase Shelton  
Kateryna Shokalo  
Molly O'Keefe  
Silas La Borde  
ELSBERG, BAKER  
& MARURI, PLLC  
Empire State Building  
350 Fifth Avenue, 38th Floor  
New York, NY 10118  
(212) 597-2600

/s/ Kimberly Evans

Kimberly A. Evans (#5888)  
Lindsay K. Faccenda (#5772)  
Daniel M. Baker (#7017)  
Robert Erikson (#7099)  
222 Delaware Ave., Suite 1120  
Wilmington, DE 19801  
(302) 499-3600  
kim@blockleviton.com  
lindsay@blockleviton.com  
daniel@blockleviton.com  
robby@blockleviton.com

*Counsel for Lead Plaintiff Eric M.  
Maglione*

ROSS ARONSTAM & MORITZ LLP

OF COUNSEL:

Mark C. Hansen  
Bradley E. Oppenheimer  
Minsuk Han  
Dennis D. Howe  
Jonathan I. Liebman  
KELLOGG, HANSEN, TODD,  
FIGEL & FREDERICK PLLC  
1615 M Street NW, Suite 400  
Washington, DC 20036  
(202) 326-7900

/s/ David E. Ross

David E. Ross (#5228)  
Roger S. Stronach (#6208)  
A. Gage Whirley (#6707)  
Dylan T. Mockensturm (#7142)  
Hercules Building  
1313 North Market Street, Suite 1001  
Wilmington, DE 19801  
(302) 576-1600  
dross@ramllp.com  
rstronach@ramllp.com  
gwhirley@ramllp.com  
dmockensturm@ramllp.com

*Counsel for Defendants Thomas H. Lee  
Partners, L.P., THL Agiliti LLC, Thomas  
J. Leonard, Scott M. Sperling, Michael A.  
Bell, Joshua M. Nelson, Megan M.  
Preiner, and James B. Pekarek*

RICHARDS, LAYTON & FINGER P.A.

/s/ Raymond DiCamillo

Raymond J. DiCamillo (#3188)

Kevin M. Gallagher (#5337)

Kevin M. Kidwell (#6988)

One Rodney Square

920 N. King Street

Wilmington, DE 19801

(302) 651-7700

dicamillo@rlf.com

gallagher@rlf.com

kidwell@rlf.com

OF COUNSEL:

John A. Neuwirth

Stefania D. Venezia

WEIL, GOTSHAL & MANGES LLP

767 Fifth Avenue

New York, NY 10153

(212) 310-8000

*Counsel for Defendants John L.*

*Workman, Diane B. Patrick, Gary L.*

*Gottlieb, and C. Martin Harris*

Dated: May 18, 2026