

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

MATTHEW MCKNIGHT,

Plaintiff,

v.

ALLIANCE ENTERTAINMENT
HOLDING CORP. F/K/A ADARA
ACQUISITION CORP., ADARA
SPONSOR LLC, THOMAS FINKE,
PAUL G. PORTER, BEATRIZ
ACEVEDO-GREIFF, W. TOM
DONALDSON III, DYLAN GLENN
and FRANK QUINTERO,

Defendants.

C.A. No. 2023-0383-LWW

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

This Stipulation and Agreement of Compromise, Settlement, and Release (with the Exhibits hereto, the “Stipulation,” and the settlement contemplated hereby, the “Settlement”) in the above-captioned action (the “Action”), filed in the Delaware Court of Chancery (the “Court”), is made and entered into as of January 17, 2025 by and between: (i) Plaintiff Matthew McKnight (“Plaintiff”), individually and on behalf of the Class (defined below); (ii) Defendant Alliance Entertainment Holding Corp. f/k/a Adara Acquisition Corp. (the “Company”); Defendants Thomas Finke, Beatriz Acevedo-Greiff, W. Tom Donaldson III, Dylan Glenn, Frank Quintero, Paul

G. Porter; and Adara Sponsor LLC (“Defendant Sponsor”) (collectively, “Defendants,” and together with Plaintiff, the “Parties,” and each a “Party”); by and through their respective undersigned counsel, to fully, finally, and forever compromise, resolve, discharge, and settle the Released Claims and result in the complete dismissal of the Action with prejudice, subject to Court approval pursuant to Court of Chancery Rule 23.¹

RECITALS

WHEREAS:

Summary of the Action

A. Adara Acquisition Corp. (“Adara”) was formed in Delaware as a special purpose acquisition company (“SPAC”). On September 25, 2020, Adara filed its Draft Registration Statement with the U.S. Securities and Exchange Commission (“SEC”), announcing that it planned to offer 11,500,000 Units in its upcoming initial public offering (“IPO”). Each unit would include one share of Company Class A Common Stock (with \$0.0001 par value) (“Stock”) and one-half of one redeemable warrant. In total, there would be 11.5 million shares of Stock, with an offering of the units at \$10.00 per security.

¹ Capitalized terms have the meanings set forth in the “Definitions” section below or as otherwise defined in this Stipulation.

B. On February 3, 2021, Adara filed an amended Registration Statement that gave its investors the opportunity to redeem their shares of Stock.

C. On February 11, 2021, Adara consummated its IPO on the NYSE American Exchange. Ultimately, 11.5 million units, including the full exercise of the underwriters' over-allotment, were sold in the IPO, raising a total of \$115 million.

D. On June 22, 2022, Adara, Adara Merger Sub, Inc. (a Delaware corporation and wholly-owned subsidiary of Adara, "Merger Sub"), and Alliance Entertainment ("Legacy Alliance"), entered into a business combination agreement and reorganization plan, pursuant to which, Legacy Alliance would merge with and into Merger Sub, with Alliance surviving the de-SPAC Acquisition as a wholly owned subsidiary of Adara.

E. On January 18, 2023, the de-SPAC Acquisition was approved, subject to the minimum cash requirement and the listing of the surviving corporation's securities on a national securities exchange.

F. On February 10, 2023, the Merger was completed.

G. On March 31, 2023, Plaintiff commenced this Action individually and as a class action pursuant to Rule 23 of the Court of Chancery of the State of Delaware on behalf of himself and all record and beneficial holders of Stock who held such Stock between and including the record date of December 8, 2022 and the closing date February 10, 2023 (except for the Defendants named herein, and any

person, firm, trust, corporation or other entity related to or affiliated with any of the Defendants).

H. On September 12, 2023, the Parties submitted, and the Court granted, a Stipulation and Order extending Defendants' time to file a response to Plaintiff's Complaint until January 10, 2024.

I. On January 9, 2024, the Parties reached a settlement in principal and submitted a stipulation and proposed order to the Court to prepare the necessary settlement documentation.

J. On March 11, 2024, the Parties filed a Stipulation and [Proposed] Order Regarding Filing Dismissal and Compromise of Class Action for Court Approval. The Court granted this stipulation the following day.

K. This Stipulation (together with the exhibits hereto) reflects the final and binding agreement among the Parties.

Plaintiff's Claims and the Benefits of the Settlement

Plaintiff believes that the claims asserted in the Action have merit, but also believes that the Settlement set forth herein provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiff and Plaintiff's Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) the inherent problems of proof associated with, and possible defenses to,

the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; and (vi) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth herein. Based on Plaintiff's Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiff's Counsel believes that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon Plaintiff's Counsel's evaluation, as well as their own evaluations, Plaintiff has determined that the Settlement is the best interests of the Class and has agreed to the terms and conditions set forth in this Stipulation.

Defendants' Denial of Wrongdoing and Liability

Defendants deny any and all allegations of wrongdoing, fault, liability, or damages with respect to Plaintiff's Released Claims, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to Adara stockholders, that the Merger was not entirely fair to, or in the best interests of, Adara stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiff

and/or the Class, and/or that Defendants were unjustly enriched in the Merger. Defendants maintain that their conduct was at all times proper, in the best interests of the Company and its stockholders, and in compliance with applicable law. Defendants also deny that the Company's stockholders were harmed by any conduct of Defendants that was alleged, or that could have been alleged, in the Action. Each of the Defendants assert that, at all relevant times, such Defendant acted in good faith and in a manner believed to be in the best interests of Adara and all of its stockholders. Nevertheless, Defendants have determined to enter into the Settlement on the terms and conditions set forth in this Stipulation solely to put Plaintiff's Released Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. For the avoidance of doubt, nothing in this Stipulation or the Settlement shall be construed as an admission by Defendants of any wrongdoing, fault, liability, or damages whatsoever.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, subject to the approval of the Court pursuant to Court of Chancery Rule 23, that the Action shall be fully and finally compromised, settled, and dismissed with prejudice, and that (i) all Plaintiff's Released Claims shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Defendants' Released Parties, and (ii) all Defendants' Released Claims shall be

completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Plaintiff's Released Parties, upon and subject to the following terms and conditions of the Settlement:

A. Definitions

1. The following capitalized terms, used in this Stipulation and its Exhibits, shall have the meanings specified below:

a. "Administration and Notice Costs" means all costs, fees, and expenses associated with providing notice of the Settlement to the Class and the administration or disbursement of the Settlement Fund, including, without limitation, calculating payments to eligible Class Members or resolving any dispute relating thereto, or any other cost, fee, or expense otherwise incurred by the Settlement Administrator or Plaintiff's Counsel in administering or carrying out the terms of the Settlement.

b. "Class" means a class for settlement purposes pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), consisting of all record and beneficial owners of the Company's Stock that: (i) held redeemable Stock but chose not to redeem by December 8, 2022; or (ii) held unredeemed Stock at the time of the Merger. Excluded Persons are not members of the Class.

c. "Class Distribution Order" means an order authorizing the specific

distribution of the Net Settlement Fund.

d. “Class Member” means a Person who is a member of the Class.

e. “Company” means Alliance Entertainment Holding Corp. formerly known as Adara Acquisition Corp.

f. “Defendants’ Counsel” means Blank Rome LLP.

g. “Defendants’ Released Claims” means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, or foreign law, whether based in contract, tort, statute, law, equity, or otherwise that Defendants ever had, now have, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity that, in full or in part, concern, relate to, arise out of, or are any way connected to the institution, prosecution, or settlement of the claims in the Action. For the avoidance of doubt, Defendants’ Released Claims shall not include the right to enforce this Stipulation or the Settlement.

h. “Defendants’ Released Parties” means Defendants Alliance Entertainment Holding Corp. f/k/a Adara Acquisition Corp., Thomas Finke, Beatriz Acevedo-Greiff, W. Tom Donaldson III, Dylan Glenn, Frank Quintero, Paul G.

Porter, Adara Sponsor LLC, and any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, assigns, insurers, and reinsurers.

i. “DTC” means the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company.

j. “DTC Participant” means all DTC participants that held Alliance Entertainment Holding Corp. f/k/a Adara Acquisition Corp. Class A common stock at the time of the closing of the Merger on February 10, 2023.

k. “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 15 of this Stipulation have been met and have occurred or have been waived in writing.

l. “Escrow Account” means the bank account that is maintained by Plaintiff’s Counsel and into which the Settlement Amount will be deposited and wherein the Settlement Fund will be held.

m. “Escrow Agent” means the agent or agents who shall be chosen by Plaintiff’s Counsel to administer the Escrow Account.

n. “Excluded Persons” means: (a) Defendants; (b) members of the immediate family of any individual Defendant; (c) any person who was an officer, director, or partner of any Defendant between December 8, 2022 and February 10, 2023 and any members of their immediate family; (d) any parent, subsidiary, or affiliate of Defendants; (e) any entity in which any Defendant or any other excluded person or entity has, or had a controlling interest between December 8, 2022 and February 10, 2023; and (f) the legal representatives, agents, affiliates, heirs, estates, successors, or assigns of any such excluded persons or entities.

o. “Exhibits” means the exhibits attached hereto.

p. “FDIC” means the Federal Deposit Insurance Corporation.

q. “Fee and Expense Award” means an award to Plaintiff’s Counsel of fees and expenses to be paid from the Settlement Fund and approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys’ fees or expenses that have been, could be, or could have been asserted by Class Counsel or any other counsel for any Class Member.

r. “Final” when referring to any judgment or order entered by the Court, means that one of the following has occurred: (i) the time for the filing or noticing of any motion for reconsideration, reargument, appeal, or review of the judgment or order has expired without any such filing or notice; or (ii) the judgment or order has been affirmed in all material respects on an appeal or after reconsideration or other

review and is no longer subject to review upon appeal, reconsideration, or other review, and the time for any petition for reconsideration, reargument, appeal, or review of such judgment or order (or any order affirming it) has expired; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of attorneys' fees and expenses or the Plan of Allocation, or any other plan of allocation, in this Action shall have no effect on finality for purposes of determining the date on which the Order and Final Judgment becomes Final, and shall not prevent, limit, or otherwise affect the Order and Final Judgment.

s. "Merger" or "Business Combination" means the business combination agreement and reorganization plan entered into on June 22, 2022 between Adara, Merger Sub, and Legacy Alliance and closed on February 10, 2023, pursuant to which, Legacy Alliance would merge with and into Merger Sub, with Alliance surviving the de-SPAC Acquisition as a wholly owned subsidiary of Adara.

t. "Net Settlement Fund" means the balance remaining in the Settlement Fund after the payment of: (a) any Taxes or Tax Expenses; (b) any Administration and Notice Costs; (c) any Fee and Expense Award awarded by the Court; and (d) any other costs or fees approved by the Court.

u. "Notice" means the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear substantially in the form attached hereto as Exhibit B.

v. “Order and Final Judgment” means the Order and Final Judgment to be entered in the Action substantially in the form attached hereto as Exhibit D, or as modified by agreement of the Parties and the Company in writing.

w. “Plaintiff’s Counsel” means The Rosen Law Firm, P.A. and Farnan LLP.

x. “Person” means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, affiliate, joint stock company, investment fund, estate, legal representative trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

y. “Plaintiff’s Released Claims” means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, or foreign law, whether based in contract, tort, statute, law, equity, or otherwise (including, but not limited to, federal and state securities laws), that Plaintiff or any other Class Member (a) asserted in the Action or (b) ever had, now have, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity that (1) in full or in part,

concern, relate to, arise out of, or are any way connected to the claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act alleged, set forth, referred to, or involved in the Action, or (2) arise out of, are based upon, relate to, or concern the rights of, duties owed to, and/or ownership, purchase or sale of the Company's Stock including, but not limited to, any claims related to (i) the Merger, (ii) the Company's Proxy Statement filed with the SEC on December 12, 2022, (iii) any other disclosures relating to or concerning the Merger or the Company, or (iv) the control or participation of any of Defendants' Released Parties with respect to any of the foregoing. For the avoidance of doubt, Plaintiff's Released Claims shall not include the right to enforce this Stipulation or the Settlement.

z. "Plaintiff's Released Parties" means Plaintiff, all other Class Members, Plaintiff's Counsel, the Settlement Administrator, and any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, assigns, insurers, and reinsurers.

aa. “Plan of Allocation” means the plan of allocation of the Net Settlement Fund to eligible Class Members, which shall be proposed by Plaintiff and Plaintiff’s Counsel and approved by the Court.

bb. “Released Claims” means Plaintiff’s Released Claims and Defendants’ Released Claims, collectively or individually.

cc. “Released Parties” means Plaintiff’s Released Parties and Defendants’ Released Parties, collectively or individually.

dd. “Releases” means the releases set forth in Paragraphs 4 and 5 of this Stipulation.

ee. “Scheduling Order” means the Scheduling Order substantially in the form attached hereto as Exhibit A.

ff. “Securities Transfer Records” means any available Stock records maintained by or on behalf of the Company listing the names, mailing addresses, and, if available, email addresses for all registered and beneficial holders of the Company’s Stock that held redeemable Stock but chose not to redeem by December 8, 2022, and those who held unredeemed Stock at the time of the Merger.

gg. “Settlement Administrator” means the class action settlement administrator, Strategic Claims Services (“SCS”), selected by Plaintiff’s Counsel in connection with the Settlement.

hh. “Settlement Amount” means the sum five hundred and eleven

thousand dollars and no cents United States Dollars (\$511,000) in cash.

ii. “Settlement Fund” means the Settlement Amount plus all interest earned thereon.

jj. “Settlement Hearing” means the hearing to be held by the Court to, among other things: (i) determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiff and Plaintiff’s Counsel have adequately represented the Class, and whether Plaintiff should be finally appointed as Class Representative for the Class and Plaintiff’s Counsel should be finally appointed as Class Counsel for the Class; (iii) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iv) determine whether the Action should be dismissed with prejudice and the Releases provided under this Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered; (vi) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vii) determine whether and in what amount any Fee and Expense Award should be paid to Plaintiff’s Counsel out of the Settlement Fund; (viii) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiff’s Counsel application for a Fee and Expense Award; and (ix) consider any other matters that may properly

be brought before the Court in connection with the Settlement.

kk. “Summary Notice” means the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear substantially in the form attached hereto as Exhibit C.

ll. “Taxes” means any taxes (including any estimated taxes, interest, penalties, or additional amounts) arising with respect to income earned by the Settlement Fund, including with respect to (i) any income earned by the Settlement Fund for any period during which the Settlement Fund on deposit in the Escrow Account is not treated, or does not qualify, as a “qualified settlement fund” for federal or state income tax purposes, and (ii) the payment or reimbursement by the Settlement Fund of any amounts described in clause (i).

mm. “Tax Expenses” means expenses and costs incurred in connection with determining the amount of, and paying, any Taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expense relating to filing (or failing to file) any tax returns).

nn. “Termination Notice” means written notice of a Party’s election of their right to terminate the Settlement and this Stipulation.

oo. “Unknown Claims” means (i) any Plaintiff’s Released Claims that any Plaintiff or any other Class Member does not know or suspect to exist in his,

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

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

The Parties acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Parties and Class Members (by operation of law), to

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

B. Settlement Consideration

2. In consideration for the full and final release, settlement, dismissal, and discharge of any and all of the Released Claims against the Released Parties, the Parties and the Company have agreed to the following:

a. The Settlement Payments:

i. Within five (5) business days after the date of entry of the Scheduling Order, Plaintiff’s Counsel shall provide complete wire transfer information and instructions, as well as a completed Form W-9, to Defense Counsel.

ii. Within ten (10) business days after the date of entry of the Scheduling Order, Defendants shall pay the Settlement Amount into the Escrow Account, provided that Plaintiff’s Counsel has provided complete wire transfer

information and instructions as well as a completed Form W-9 to Defense Counsel no later than five (5) business days after entry of the Scheduling Order. Payment of the Settlement Amount shall be made by wire transfer into the Escrow Account; payment shall not be made by check.

b. Defendants' Released Parties (except for Defendants) shall bear no personal responsibility for any payment in connection with this Stipulation or the Settlement.

c. If the Settlement Amount is not paid in a timely manner in accordance with Paragraph 2(a) above, Plaintiff may exercise his right to terminate the Settlement under Paragraph 38 below.

C. Scope of the Settlement

3. Upon entry of the Order and Final Judgment, the Action shall be dismissed in its entirety and with prejudice. Plaintiff and Defendants shall each bear his, her, or its own fees, costs, and expenses, except as expressly provided in this Stipulation; provided, however, that nothing herein shall affect Defendants' rights to, and claims for, advancement or indemnity of their legal fees, costs, and expenses in connection with the Action, the Settlement, or any of Plaintiff's Released Claims.

4. Upon the Effective Date, Plaintiff and each and every Class Member, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees,

executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, shall have fully, finally, and forever released, settled, and discharged Defendants' Released Parties from and with respect to every one of Plaintiff's Released Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Plaintiff's Released Claims against any of Defendants' Released Parties.

5. Upon the Effective Date, Defendants, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, shall have fully, finally, and forever released, settled, and discharged Plaintiff's Released Parties from and with respect to every one of Defendants' Released Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Defendants' Released Claims against any of

Plaintiff's Released Parties.

D. Class Certification

6. Solely for the purposes of the Settlement and for no other purpose, the Parties and the Company agree to: (a) certification of the Action as a class action pursuant to Court of Chancery Rules 23(a) and 23(b)(1) and (b)(2) on behalf of the Class; (b) appointment of Plaintiff as Class representative for the Class; and (c) appointment of Plaintiff's Counsel as Class Counsel for the Class.

7. The certification of the Class shall be binding only with respect to the Settlement and this Stipulation. In the event that the Settlement or this Stipulation is terminated pursuant to its terms or the Effective Date fails to occur, the certification of the Class shall be deemed vacated and the Action shall proceed as though the Class had never been certified.

E. Submission of the Settlement to the Court for Approval

8. As soon as practicable after this Stipulation has been fully executed, the Parties shall jointly submit this Stipulation, together with its Exhibits, to the Court, and shall jointly apply to the Court for entry of the Scheduling Order.

9. In accordance with the Scheduling Order, the Settlement Administrator shall mail, or cause to be mailed, by first class U.S. mail or other mail service if mailed outside the U.S., postage prepaid, or sent by email, the Notice to each Class Member at their last known address appearing in the available Securities Transfer

Records or in other documents obtained by Plaintiff's Counsel. Defendants have provided to Plaintiff's Counsel or the Settlement Administrator all available Securities Transfer Records in its possession, in an electronically-searchable form, such as Microsoft Excel. Upon written request, the Company will provide Plaintiff's Counsel and/or the Settlement Administrator permission to access DTC records or similar records needed to identify potential Class Members, to the extent the Company has the authority to provide such access, and at no additional cost to Defendants. All record holders of Stock who hold such Stock on behalf of beneficial owners and who receive the Notice shall be requested to send the Notice by mail or email promptly to such beneficial owners or provide SCS with names, addresses and emails addresses, if available. Plaintiff's Counsel shall use reasonable efforts to provide notice to such beneficial owners by making additional copies of the Notice available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners. In accordance with the Scheduling Order, Plaintiff's Counsel or the Settlement Administrator shall also cause the Summary Notice to be published in the *Investor's Business Daily* and over *GlobeNewswire*. Any and all Administration and Notice Costs shall be paid from the Settlement Fund, regardless of the form or manner of notice approved or directed by the Court and regardless of whether the Court declines to approve the Settlement or the Effective Date otherwise fails to occur. In no event shall Plaintiff, Defendants' Released

Parties, or any of their attorneys have any liability or responsibility for the Administration and Notice Costs. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, Plaintiff and Plaintiff's Counsel shall not be obligated to return up to \$50,000 in Administration and Notice Costs actually paid or incurred from the Settlement Fund.

10. The Parties and their respective attorneys agree to use their individual and collective best efforts to obtain Court approval of the Settlement as soon as practicable and to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Settlement provided for in this Stipulation and the dismissal of the Action with prejudice. The Parties and their respective attorneys agree to cooperate fully with one another in seeking the Court's approval of the Settlement and this Stipulation and to use their best efforts to effect the consummation of the Settlement.

11. If the Settlement embodied in this Stipulation is approved by the Court, the Parties shall request that the Court enter the Order and Final Judgment.

F. Stay Pending Court Approval

12. The Parties hereby agree to stay the proceedings in the Action, to file no further actions against the Released Parties asserting any Released Claims, and to stay and not to initiate any and all other proceedings other than those incident to

the Settlement itself, pending the occurrence of the Effective Date. The Parties' (and any third-parties') respective deadlines to respond to filed or served pleadings, motions, or discovery requests are extended indefinitely.

13. The Parties agree to use their 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 against any of Defendants, or any other of Defendants' Released Parties that challenge the Settlement or otherwise assert or involve, directly or indirectly, a Plaintiff's Released Claim against any of Defendants' Released Parties.

14. Notwithstanding Paragraphs 12 and 13 above, nothing herein shall in any way impair or restrict the rights of any Party or the Company to defend this Stipulation or the Settlement or to otherwise respond in the event any Person objects to this Stipulation, the Settlement, the Order and Final Judgment, the Fee and Expense Award, or the Plan of Allocation.

G. Conditions of Settlement

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

a. the payment in full of the Settlement Amount into the Escrow Account in accordance with Paragraph 2(a) above;

- b. the Court's certification of the Class as a settlement class;
- c. the Court's entry of the Order and Final Judgment, including the Releases substantially in the form set out in this Stipulation and the dismissal with prejudice of the Action without the award of any damages, costs, or fees and expenses, except as provided for in this Stipulation; and
- d. the Order and Final Judgment becoming Final.

16. Upon the occurrence of the Effective Date, any and all remaining interest or right in the Settlement Fund of Defendants or any other of Defendants' Released Parties shall be absolutely and forever extinguished, and the Releases provided under this Stipulation shall be effective.

H. Attorneys' Fees and Expenses

17. Plaintiff's Counsel intends to petition the Court for a Fee and Expense Award, which application will be wholly inclusive of any request for attorneys' fees and expenses on behalf of any Class Member or his, her, or its counsel in connection with the Settlement. The Parties acknowledge and agree that any Fee and Expense Award in connection with the Settlement shall be paid solely and exclusively from the Settlement Fund and shall reduce the Settlement consideration paid to the Class accordingly. Plaintiff's Counsel's application for a Fee and Expense Award is not the subject of any agreement among the Parties except as set forth in this Stipulation.

18. The Fee and Expense Award shall be paid from the Settlement Fund to

Plaintiff's Counsel immediately upon award by the Court, notwithstanding the existence of any timely filed objections to the Fee and Expense Award or any appeal or potential for appeal therefrom, or collateral attack on the Fee and Expense Award, the Settlement, or any part thereof, subject to Plaintiff's Counsel obligation to make refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Award is reduced or reversed and such order reducing or reversing the award has become Final. Plaintiff's Counsel shall make the appropriate refund or repayment in full no later than fifteen (15) business days after: (a) receiving from Defendants a notice of termination of the Settlement pursuant to the terms of this Stipulation; or (b) any order disapproving, reducing, reversing, or otherwise modifying the Fee and Expense Award has become Final.

19. This Stipulation, the Settlement, the Order and Final Judgment, and whether the Order and Final 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 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 Party the right to terminate the Settlement, (c) affect or delay the binding effect or finality of the Order and Final Judgment or the release of the Released Claims against the Released Parties, or (d) prevent the occurrence of the Effective Date.

20. Plaintiff's Counsel warrants that no portion of any Fee and Expense Award shall be paid to Plaintiff or any Class Member, except as may be approved by the Court.

21. Plaintiff's Counsel shall be solely and exclusively responsible for allocating and paying any portion of the Fee and Expense Award to any other counsel or any Class Member. Defendants' Released Parties shall not have any liability to any counsel for any Class Member for any claimed attorneys' fees and expenses in connection with the Action or the Settlement.

I. The Settlement Fund

22. The Settlement Fund shall be used to pay: (a) any Taxes or Tax Expenses; (b) any Administration and Notice Costs; (c) any Fee and Expense Award awarded by the Court; and (d) any other costs or fees approved by the Court. The Net Settlement Fund shall be distributed pursuant to the Plan of Allocation proposed by Plaintiff and Plaintiff's Counsel or such other plan of allocation approved by the Court.

23. Except as provided herein or pursuant to orders of the Court, the Net

Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned to Defendants pursuant to the terms of this Stipulation and/or further order of the Court.

24. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States.

25. The Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, and Plaintiff’s Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation

§ 1.468B-2(k)(3), shall be solely responsible for timely and properly filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Plaintiff's Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. Upon written request, the Company shall provide to Plaintiff's Counsel the statement described in Treasury Regulation § 1.468B-3(e). Plaintiff's Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this Paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the qualified settlement fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

26. All Taxes and Tax Expenses shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Plaintiff's Counsel and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous Paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. Defendants' Released

Parties shall have no responsibility or liability for any such Taxes or Tax Expenses or the acts or omissions of Plaintiff's Counsel or its agents with respect to the payment of Taxes or Tax Expenses, as described herein.

27. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, none of Defendants, any other Defendants' Released Parties, or any other Person who or which paid any portion of the Settlement Amount, shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever.

28. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiff's Counsel may pay from the Settlement Fund, without further approval from Defendants or further order of the Court, all Administration and Notice Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, the Settlement Amount, minus up to \$50,000 paid from the Settlement Fund for Administration and Notice Costs prior to termination shall be returned to

Defendants.

J. Settlement Administration

29. Plaintiff and/or Plaintiff's Counsel shall retain the Settlement Administrator to provide notice of the Settlement to the Class and for the disbursement of the Net Settlement Fund to eligible Class Members. Defendants' Released Parties shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator, the giving of Notice to the Class, or the disbursement of the Net Settlement Fund to eligible Class Members.

30. For purposes of distributing the Net Settlement Fund to eligible Class Members, the Parties agree that the Company has previously provided to Plaintiff's Counsel all available Securities Transfer Records in its possession and assisted in permitting Plaintiff's Counsel and the Settlement Administrator to obtain, in an electronically-searchable form, Securities Transfer Records and access to DTC Participants. Upon written request, the Company will provide Plaintiff's Counsel and/or the Settlement Administrator permission to access DTC records or similar records needed to identify potential Class Members, to the extent the Company has the authority to provide such access, and at no additional cost to Defendants.

31. Excluded Persons 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), 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.

32. Plaintiff and Plaintiff's Counsel shall propose the Plan of Allocation, subject to Court approval. The Net Settlement Fund shall be distributed to eligible Class Members in accordance with the Plan of Allocation stated in the Notice or such other plan of allocation as may be approved by the Court. Notwithstanding anything to the contrary in this Stipulation, the Plan of Allocation is not a necessary term of the Settlement or this Stipulation, and it is not a condition of the Settlement or 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 the Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in connection with the Settlement. Defendants and the Company shall not object in any way to the Plan of Allocation or any other plan of allocation, and shall not have any involvement with executing, or liability for, any Court-approved plan of allocation.

33. In accordance with the Plan of Allocation, the Net Settlement Fund shall be distributed to Eligible Class Members after the Effective Date of the Settlement and after: (a) all Administration and Notice Costs, all Taxes, and any Fee

and Expense Award have been paid from the Settlement Fund or reserved; and (b) the Court has entered the Class Distribution Order. At such time that Plaintiff's Counsel, in its sole discretion, deems it appropriate to move forward with the distribution of the Net Settlement Fund to the Class, Plaintiff's Counsel will apply to the Court, on notice to Defendants' Counsel, for the Class Distribution Order.

34. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Plaintiff, Defendants, and the other Defendants' Released Parties, and each of their respective counsel, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the determination, administration, or calculation of any payment from the Net Settlement Fund, the nonperformance of the Settlement Administrator or a nominee holding shares on behalf of a Class Member, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

35. If any funds remain in the Net Settlement Fund by reason of undelivered payments or otherwise, then, after the Settlement Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in the distribution of the Net Settlement Fund receive their distribution payments, any balance remaining in the Net Settlement Fund six (6) months after the initial distribution of such funds shall be used: (i) first, to pay any amounts

mistakenly omitted from the initial distribution to Authorized Claimants who would receive at least a \$1.00 payment; (ii) second, to pay any additional Administration and Notice Costs incurred in administering the Settlement; and (iii) finally, to make a second distribution to Authorized Claimants who received payment from the initial distribution and who would receive at least \$1.00 from such second distribution, after payment of the estimated costs or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. If any funds remain in the Net Settlement Fund six months after such second distribution, then such balance shall be contributed to a non-profit organization(s) mutually agreed to by the Parties .

36. 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.

K. Termination of Settlement; Effect of Termination

37. Plaintiff and Defendants shall each have the right to terminate the Settlement and this Stipulation by providing a Termination Notice to the other parties to this Stipulation within thirty (30) calendar days of: (a) the Court's final refusal to enter the Scheduling Order in any material respect and such final refusal decision having become Final; (b) the Court's refusal to approve this Stipulation, the Settlement, or any part of it that materially affects any Party's or the Company's

rights or obligations hereunder and such final refusal decision having become Final; (c) the Court's declining to enter the Order and Final Judgment in any material respect and such final refusal decision having become Final; or (d) the date upon which the Order and Final Judgment is modified or reversed in any material respect by an appellate court and such order modifying or reversing the Order and Final Judgment becomes Final.

38. In addition to the foregoing, Plaintiff shall have the unilateral right to terminate the Settlement and this Stipulation, by providing a Termination Notice within thirty (30) calendar days of any failure of the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with Paragraph 2(a) of this Stipulation. For the avoidance of doubt, the Parties stipulate and agree that any change to the scope or substance of the Releases provided for in this Stipulation and the Settlement would constitute a material change that gives rise to each of the Parties' rights to terminate this Stipulation and the Settlement. Neither a modification nor a reversal on appeal of any Fee and Expense Award awarded by the Court or any order modifying or rejecting the Plan of Allocation shall be deemed a material modification of the Order and Final Judgment or this Stipulation.

39. In the event that the Settlement is terminated pursuant to the terms of Paragraphs 37-38 of this Stipulation or the Effective Date otherwise fails to occur for any other reason, then: (a) the Settlement and this Stipulation (other than this

Paragraph 39 and Paragraphs 7, 9, 18, 23, 26, 33, 41, 43, 60, and 61 of this Stipulation) shall be canceled and terminated; (b) any judgment entered in the Action and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro tunc*; (c) the Releases provided under the Settlement shall be null and void; (d) the fact of, and negotiations and other discussions leading to, the Settlement shall not be used by any Party for any purpose and shall not be admissible in any proceeding before any court or tribunal; (e) all proceedings in the Action shall revert to their status as of immediately prior to the execution of this Stipulation, and all materials created by or received from any Party that were provided, used in, obtained during, or related to the Settlement discussions or in connection with any Party's obligations in connection with the Settlement shall be promptly destroyed (with written certification of such provided to the producing party) and shall not be admissible for any purpose in any court or tribunal, or used by the receiving Party, absent written consent from the disclosing party, for any other purpose; (f) the Parties shall jointly petition the Court for a case management schedule; (g) the Parties shall proceed in all respects as if the Settlement and this Stipulation (other than this Paragraph) had not been entered into by the Parties and the Company; and (h) within thirty (30) calendar days after joint written notification of termination is sent by the Parties' counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and any other change in value as a result of the investment of all or

any portion of the Settlement Fund, and any funds received by Plaintiff's Counsel consistent with Paragraph 18 of this Stipulation), less any Administration and Notice Costs actually incurred, paid, or payable, and less any Taxes and Tax Expenses paid, due, or owing in accordance with the terms of this Stipulation, shall be refunded by the Escrow Agent directly to the Persons who made payments pursuant to Paragraph 2(a) above in such amounts as directed by Defendants' Counsel. In the event that the funds received by Plaintiff's Counsel consistent with Paragraph 18 of this Stipulation above have not been refunded to the Settlement Fund within the thirty (30) calendar days specified in this Paragraph, those funds shall be refunded by the Escrow Agent immediately upon their deposit into the Escrow Account directly to the Persons who made payment pursuant to Paragraph 2(a) above in such amounts as directed by Defendants' Counsel consistent with Paragraph 18 of this Stipulation.

L. No Admission of Liability

40. It is expressly understood and agreed that neither the Settlement nor any act or omission in connection therewith is intended or shall be deemed or argued to be evidence of or to constitute an admission or concession by: (a) Defendants, or any of Defendants' Released Parties as to (i) the truth of any fact alleged by Plaintiff, (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other litigation, (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or

(iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies; or (b) Plaintiff that any of their claims are without merit, that any of Defendants had meritorious defenses, or that damages recoverable from Defendants under the Complaint would not have exceeded the Settlement Amount.

41. The Released Parties may file this Stipulation and/or the Order and Final Judgment in any action that has been or may be brought against them in order to support a claim or defense based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or in connection with any insurance litigation.

M. Miscellaneous Provisions

42. Defendants warrant that, as to the payments made or to be made on behalf of Defendants pursuant to the Settlement and this Stipulation, at the time of entering into this Stipulation and at the time of such payment, to the best of its knowledge, Defendants are not insolvent, nor will the payment required to be made on behalf of Defendants render the Company insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof.

43. 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 on behalf of Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiff, the Parties shall jointly move the Court to vacate and set aside the Releases given and the Order and Final Judgment entered pursuant to this Stipulation, in which event (i) the Releases and the Order and Final Judgment shall be null and void; (ii) the Parties shall be restored to their respective positions in the litigation as provided in Paragraph 37 of this Stipulation; (iii) Plaintiff's Counsel shall refund the Fee and Expense Award consistent with Paragraph 18 of this Stipulation; and (iv) any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with respect to the Settlement Fund, and less any Administration and Notice Costs actually incurred, paid, or payable) shall be returned to Defendants as provided in Paragraph 37 of this Stipulation.

44. The Parties and their respective counsel agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required of this Stipulation, 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.

45. This Stipulation shall be deemed to have been mutually prepared by the Parties and shall not be construed against any of them by reason of authorship.

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

47. This Stipulation may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any signature to this Stipulation by means of facsimile or other electronic means shall be treated in all manner and respects as an original signature and shall be considered to have the same binding legal effect as if it were the original signed version thereof and without any necessity for delivery of the original signed signature pages in order for this to constitute a binding agreement.

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

49. 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.

50. Each counsel or other person executing this Stipulation on behalf of any Party warrants that he or she has the full authority to bind his or her principal to this Stipulation.

51. Plaintiff represents and warrants that none of Plaintiff's Released Claims have been assigned, encumbered, or in any manner transferred, in whole or

in part.

52. This Stipulation shall not be modified or amended, nor shall any provision of this Stipulation be deemed waived, unless such modification, amendment, or waiver is in writing and executed by or on behalf of all of the Parties and the Company (or their successors-in-interest).

53. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by such other Party or the Company. Waiver by any Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation, and failure by any Party to assert any claim for breach of this Stipulation shall not be deemed to be a waiver as to that or any other breach and will not preclude any Party or from seeking to remedy a breach and enforce the terms of this Stipulation.

54. This Stipulation is and shall be binding upon, and shall inure to the benefit of, the Parties (and, in the case of the Releases, all Released Parties as third-party beneficiaries), and their respective legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns, including, without limitation, any corporation or other entity

with which any party hereto may merge, reorganize, or otherwise consolidate.

55. Notwithstanding the entry of the Order and Final Judgment, the Court shall retain jurisdiction with respect to the implementation, enforcement, and interpretation of the terms of this Stipulation and the Settlement, and all of the Parties and the Company submit to the jurisdiction of the Court for all matters relating to the administration, enforcement, and consummation of the Settlement and the implementation, enforcement, and interpretation of this Stipulation. Each of the Parties (i) consents to personal jurisdiction in any such action (but no other action) brought in the Court, (ii) consents to service of process on such Party or the Company by email to its undersigned counsel, and (iii) waives any objection to venue in the Court and any claim that the Court is an inconvenient forum.

56. The construction and interpretation of this Stipulation, and any and all disputes arising out of or relating in any way to this Stipulation, shall be governed by and construed in accordance with the laws of the State of Delaware and without regard to the laws that might otherwise govern under principles of conflicts of law applicable hereto. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in this Court.

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

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

costs.

59. Whether or not this Stipulation is approved by the Court and whether or not the Settlement is consummated, or the Effective Date occurs, the Parties, the Company, and their respective counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed, and proceedings in connection with this Stipulation confidential.

60. All agreements made and orders entered during the course of this Action relating to the confidentiality of information, including, without limitation, the Confidentiality Order, shall survive the Settlement and entry of the Order and Final Judgment.

61. This Stipulation and the Exhibits (Exhibit A: [Proposed] Scheduling Order With Respect to Notice and Settlement Hearing; Exhibit B: Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear; Exhibit C: Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear; and Exhibit D: [Proposed] Order and Final Judgment) constitute the entire agreement among the Parties with respect to the subject matter hereof. The Exhibits are incorporated by reference as if set forth herein verbatim, and the terms of all Exhibits are expressly made part of this Stipulation, provided, however, that if there exists a conflict or inconsistency between the terms of this Stipulation and the terms

of any Exhibit, the terms of the Stipulation shall prevail. No representations, warranties, or inducements have been made to or relied upon by any Party or the Company concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in this Stipulation or the Exhibits.

62. The Parties and the Company 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' Released Parties with respect to Plaintiff's Released Claims. Accordingly, Plaintiff, Defendants, and their respective 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. Plaintiff and Defendants represent and agree that the terms of the Settlement reached between Plaintiff and Defendants were negotiated at arm's-length and in good faith by Plaintiff and Defendants and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

63. While retaining their right to deny that the claims asserted in the Action were meritorious, Defendants and their counsel, in any statement made to any media representative (whether or not for attribution) will not assert that the Action was commenced or prosecuted in bad faith, nor will they deny that the Action was commenced and prosecuted in good faith and is being settled voluntarily after

consultation with competent legal counsel. In all events, the Parties and their respective counsel shall not make any accusations of wrongful or actionable conduct by any Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

64. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by Plaintiff, Defendants, or their respective 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.

IN WITNESS WHEREOF, the Parties, through their undersigned counsel, have executed this Stipulation effective as of the date first set forth above.

Dated: January 17, 2025

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-and-

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Counsel for Defendants

EXHIBIT A

EXHIBIT A

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

MATTHEW MCKNIGHT,

Plaintiff,

v.

ALLIANCE ENTERTAINMENT
HOLDING CORP. F/K/A ADARA
ACQUISITION CORP., ADARA
SPONSOR LLC, THOMAS
FINKE, PAUL G. PORTER,
BEATRIZ ACEVEDO-GREIFF, W.
TOM DONALDSON III, DYLAN
GLENN and FRANK QUINTERO,

Defendants.

C.A. No. 2023-0383-LWW

**[PROPOSED] AMENDED SCHEDULING ORDER WITH
RESPECT TO NOTICE AND SETTLEMENT HEARING**

WHEREAS, a stockholder class action is pending in this Court, entitled *Matthew McKnight v. Alliance Entertainment Holding Corp., et al.*, C.A. No. 2023-0383-LWW (the “Action”);

WHEREAS, the Amended Stipulation and Agreement of Compromise, Settlement, and Release, dated as of January 17, 2025 (the “Stipulation”), has been entered into by and among: Plaintiff Matthew McKnight (“Plaintiff”), individually and on behalf of the Class (defined below); (ii) Defendant Alliance Entertainment

Holding Corp. f/k/a Adara Acquisition Corp. (the “Company”); Defendants Thomas Finke, Beatriz Acevedo-Greiff, W. Tom Donaldson III, Dylan Glenn, Frank Quintero, Paul G. Porter; and Adara Sponsor LLC (“Defendant Sponsor”) (collectively, “Defendants,” and together with Plaintiff, the “Parties,” and each a “Party”);

WHEREAS, the Stipulation provides for a settlement, subject to the approval of the Court, among the Parties and for dismissal of the Action with prejudice as against Defendants upon the terms and conditions set forth in the Stipulation (the “Settlement”);

NOW, upon consent of the Parties, after review and consideration of the Stipulation filed with the Court and the Exhibits attached thereto, and after due deliberation,

IT IS HEREBY ORDERED, this ____ day of _____, 2025 that:

1. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order.
2. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement of the Action, as well as personal jurisdiction over all of the Parties and each of the Class Members (as defined below).
3. In accordance with the proposed class definition in the Stipulation, for the purposes of the Settlement only, the Action preliminarily shall be maintained as

a class action under Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), consisting of the following class (the “Class”):

All record and beneficial owners of Alliance Entertainment Holding Corp. f/k/a Adara Acquisition Corp. Class A Common Stock (“Stock”) that: (i) held redeemable Stock but chose not to redeem by December 8, 2022; or (ii) held unredeemed Stock at the time of the Merger. Excluded from the Class are: (a) Defendants; (b) members of the immediate family of any individual Defendant; (c) any person who was an officer, director, or partner of any Defendant between December 8, 2022 and February 10, 2023 and any members of their immediate family; (d) any parent, subsidiary, or affiliate of Defendants; (e) any entity in which any Defendant or any other excluded person or entity has, or had a controlling interest between December 8, 2022 and February 10, 2023; and (f) the legal representatives, agents, affiliates, heirs, estates, successors, or assigns of any such excluded persons or entities (the “Excluded Persons”)

4. The Court preliminarily appoints Plaintiff as Class representative for the Class, and Plaintiff’s Counsel, The Rosen Law Firm, P.A. and Farnan LLP, as counsel for the Class (“Class Counsel”).

5. For purposes of the Settlement only, the Court preliminarily finds that: (a) the members of the Class (collectively, the “Class Members”) are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiff are typical of the claims of the Class; (d) in connection with the prosecution of the Action and the Settlement, Plaintiff and Class Counsel have and will fairly and adequately represent and protect the interests of the Class; (e) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that would establish

incompatible standards of conduct for Defendants, and, as a practical matter, the disposition of the Action as against Defendants would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Class Members; and (f) Defendants are alleged to have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

6. A hearing (the “Settlement Hearing”) will be held on _____, 2025, at __: __.m., either in person at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801 to, among other things:

a. determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2);

b. determine whether Plaintiff and Plaintiff’s Counsel have adequately represented the Class, and whether Plaintiff should be finally appointed as Class representative for the Class and Plaintiff’s Counsel should be finally appointed as Class counsel for the Class;

c. determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class;

d. determine whether the Action should be dismissed with prejudice and the Releases provided under the Stipulation should be granted;

- e. determine whether the Order and Final Judgment approving the Settlement should be entered;
- f. determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved;
- g. determine whether and in what amount any Fee and Expense Award should be paid to Class Counsel out of the Settlement Fund;
- h. hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Class Counsel's application for a Fee and Expense Award; and
- i. consider any other matters that may properly be brought before the Court in connection with the Settlement.

7. The Court may adjourn and reconvene the Settlement Hearing, or any adjournment thereof, including the consideration of the application for any Fee and Expense Award, without further notice to Class Members other than oral announcement at the Settlement Hearing or any adjournment thereof, or a notation on the docket in the Action, and the Court retains jurisdiction over the Parties and all Class Members to consider all further applications arising out of or connected with the proposed Settlement.

8. The Court may decide to hold the Settlement Hearing by telephone or videoconference without notice to the Class. If the Court orders that the Settlement

Hearing be conducted telephonically or by videoconference, that decision will be posted on the Settlement website, www.strategicclaims.net/Alliance. Any Class Member (or his, her, or its counsel) who wishes to appear at the Settlement Hearing should consult the Court's docket and/or the Settlement website for any change in date, time, or format of the Settlement Hearing.

9. The Court may approve the Settlement at or after the Settlement Hearing, according to the terms and conditions of the Stipulation, as it may be modified by the Parties without further notice to Class Members. The Court may approve the Plan of Allocation or a modified plan of allocation at or after the Settlement Hearing, without further notice to Class Members. Further, the Court may render its judgment and order the payment of the Fee and Expense Award at or after the Settlement Hearing, with such modifications as may be consented to by the Parties and the Company, without further notice of any kind.

10. The Court approves Strategic Claims Services ("SCS") as the Settlement Administrator to provide notice to the Class and administer the Settlement, including the allocation and distribution of the Settlement Fund.

11. The Court approves, in form and substance, the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear attached as Exhibit B to the Stipulation (the "Notice") and the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action,

Settlement Hearing, and Right to Appear attached as Exhibit C to the Stipulation (the “Summary Notice”).

12. The Court finds that the mailing of the Notice and publication of the Summary Notice in substantially the manner set forth in this Order constitutes the best notice practicable under the circumstances to all persons entitled to such notice of the Settlement Hearing and the proposed Settlement, and meets the requirements of Delaware Court of Chancery Rule 23, the requirements of due process, and all other applicable law and rules.

13. Beginning not later than twenty (20) business days from the date of entry of this Order (such date that is twenty (20) business days after the date of entry of this Order, the “Notice Date”), the Settlement Administrator shall mail, or cause to be mailed, by first class U.S. mail or other mail service if mailed outside the U.S., postage prepaid, or sent by email, the Notice, substantially in the form attached as Exhibit B to the Stipulation, to each Class Member at their last known mailing address, or email address, appearing in the Securities Transfer Records or on other documents obtained by Plaintiff’s Counsel sufficient to identify the members of the Class. Upon written request, the Company will provide Plaintiff’s Counsel and/or the Settlement Administrator permission to access DTC records or similar records needed to identify potential Class Members, to the extent the Company has the authority to provide such access, and at no additional cost to Defendants. All record

holders of the Company's Stock who hold such Stock on behalf of beneficial owners and who receive the Notice shall be requested to either: (i) within seven (7) calendar days of receipt of the Notice, request from the Settlement Administrator sufficient copies of the Notice to forward to all such beneficial owners, and within seven (7) calendar days of receipt of those Notices, forward them to all such beneficial owners; or (ii) within seven (7) calendar days of receipt of the Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator, in which event the Settlement Administrator shall promptly mail the Notice to such beneficial owners. The Settlement Administrator shall, if requested, reimburse nominees or custodians out of the Settlement Fund solely for their reasonable out-of-pocket expenses incurred in providing notice to beneficial owners, which expenses would not have been incurred except for the providing names and addresses, of up to \$0.03 per name, address, and email address provided to the Settlement Administrator; up to \$0.03 per unit for each Notice actually mailed, plus postage at the pre-sort rate used by the Settlement Administrator; or up to \$0.03 per email notice sent, and subject to further order of this Court with respect to any dispute concerning such reimbursement.

14. Not later than the Notice Date, the Settlement Administrator shall cause the Stipulation and the Notice to be posted on the Settlement website,

www.strategicclaims.net/Alliance, from which copies of the Notice and the Stipulation may be downloaded.

15. At any time after entry of this Order, Plaintiff's Counsel may, without further approval from the Court or Defendants, disburse up to \$50,000, from the Settlement Fund to pay reasonable and necessary Administration and Notice Costs prior to the Effective Date. After the Effective Date, additional amounts may be transferred from the Settlement Fund for Plaintiff's Counsel to pay any additional reasonable and necessary Administration and Notice Costs without further Order of the Court.

16. Not later than ten (10) business days after the Notice Date, Class Counsel or the Settlement Administrator shall cause the Summary Notice, substantially in the form attached as Exhibit C to the Stipulation, to be published in *Investor's Business Daily* and over *GlobeNewswire*.

17. Class Counsel is authorized and directed to prepare any tax returns and any other tax reporting form for or in respect of the Settlement Fund, to pay from the Settlement Fund any Taxes and Tax Expenses owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and Tax Expenses and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.

18. By at least seven (7) calendar days prior to the date of the Settlement Hearing (_____, 2025), Plaintiff shall file with the Court proof of mailing of the Notice.

19. The Settlement Fund that will be held in the Escrow 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 is distributed pursuant to the Stipulation, the Plan of Allocation, and/or further order(s) of the Court.

20. Class Members shall be bound by all determinations and judgments in this Action, whether favorable or unfavorable.

21. Unless the Court orders otherwise, any Class Member may enter an appearance in the Action, solely at the Class Member's own expense, individually or through counsel of the Class Member's own choice, by filing with the Register in Chancery and delivering a notice of appearance to Class Counsel and Defendants' Counsel at the addresses set forth in Paragraph 22 below, such that it is received no later than fifteen days prior to the Settlement Hearing (by _____, 2025), or as the Court may otherwise direct. Any Class Member who does not enter an appearance will be represented by Class Counsel and shall be deemed to have waived and forfeited any and all rights the Class Member may otherwise have to appear separately at the Settlement Hearing.

22. Any Class Member may file a written objection to the Settlement, the proposed Plan of Allocation, and/or Class Counsel’s application for the Fee and Expense Award (an “Objector”), if the Class Member has any cause, why the proposed Settlement, Plan of Allocation, and/or the application for the Fee and Expense Award should not be approved; provided, however, that, unless otherwise directed by the Court for good cause shown, no Objector shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, the Plan of Allocation, and/or the application for the Fee and Expense Award unless that person or entity has filed a written objection with the Register in Chancery, Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801, and served (electronically by File & ServeXpress, by hand, by first class U.S. mail, or by express service) copies of the objection upon each of the following counsel at the following mailing addresses such that it is received no later than fifteen calendar days prior to the Settlement Hearing (by _____, 2025), with copies also emailed to:

Daniel Tyre-Karp
THE ROSEN LAW FIRM, P.A.
275 Madison Avenue, 40th Floor
New York, NY 10016
dtyrekarp@rosenlegal.com

Class Counsel

Evan H. Lechtman
Adam V. Orlacchio
BLANK ROME LLP
1201 N. Market Street, Suite 800
Wilmington, DE 19801
evan.lechtman@blankrome.com
adam.orlacchio@blankrome.com

Counsel for Defendants

Counsel for the Parties are directed to promptly furnish each other with copies of any and all objections that might come into their possession.

23. Any objections must: (i) identify the case name and civil action number, “*Matthew McKnight v. Alliance Entertainment Holding Corp., et al.*, C.A. No. 2023-0383-LWW”; (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (iii) be signed by the Objector; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention, and if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the Settlement Hearing; and (v) include documentation sufficient to prove that the Objector is a member of the Class. 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. Class Counsel may request that the Objector submit additional information or documentation sufficient to prove that the objector is a Class Member.

24. Any Person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising any objection in the Action or any other action or proceeding or otherwise contesting the Settlement, the Plan of Allocation, or the application for the Fee and Expense Award in the Action, or any other proceeding, and will otherwise be bound by the Order and Final Judgment to be entered and the releases to be given. Class Members who do not object need not appear at the Settlement Hearing or take any other action to indicate their approval.

25. At least thirty (30) days prior to the Settlement Hearing (by _____, 2025), Plaintiff shall file any opening briefs in support of the proposed Settlement and Plan of Allocation, and Class Counsel shall file their application for the Fee and Expense Award, including any supporting affidavit(s). At least seven (7) calendar days prior to the date of the Settlement Hearing (by _____, 2025), the Parties shall file any reply in response to any objections to the Settlement or the Plan of Allocation, and Class Counsel shall file any reply in response to any objections to their application for the Fee and Expense Award.

26. All proceedings in the Action against Defendants, other than proceedings as may be necessary to carry out the terms and conditions of the Stipulation, are hereby stayed and suspended until further order of the Court. Pending final determination of whether the Settlement should be approved, the Court

bars and enjoins Plaintiff and all other Class Members, and anyone acting or purporting to act on behalf of, in the stead of, or derivatively for, any Class Member, from commencing, pursuing, prosecuting, instigating, maintaining, or in any way participating in the commencement, pursuit, continuation, or prosecution of any action asserting any of the Plaintiff's Released Claims against any of Defendants' Released Parties.

27. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to the Class.

28. The Court retains exclusive jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated: _____

Vice Chancellor Lori W. Will

EXHIBIT B

EXHIBIT B

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

MATTHEW MCKNIGHT,

Plaintiff,

v.

ALLIANCE ENTERTAINMENT
HOLDING CORP. F/K/A ADARA
ACQUISITION CORP., ADARA
SPONSOR LLC, THOMAS
FINKE, PAUL G. PORTER,
BEATRIZ ACEVEDO-GREIFF, W.
TOM DONALDSON III, DYLAN
GLENN and FRANK QUINTERO,

Defendants.

C.A. No. 2023-0383-LWW

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

The Delaware Court of Chancery authorized this Notice.

This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you were a record or beneficial owner of Alliance Entertainment Holding Corp. f/k/a Adara Acquisition Corp. (the “Company”) Class A Common Stock (“Stock”) that: (i) held redeemable

Stock but chose not to redeem by December 8, 2022; or (ii) held unredeemed Stock at the time of the Merger.¹

NOTICE OF SETTLEMENT: Please also be advised that Plaintiff Matthew McKnight (“Plaintiff”), individually and on behalf of the Class (defined in Paragraph 11 below); Defendants Alliance Entertainment Holding Corp. f/k/a Adara Acquisition Corp., Thomas Finke, Beatriz Acevedo-Greiff, W. Tom Donaldson III, Dylan Glenn, Frank Quintero, Paul G. Porter, and Adara Sponsor LLC (collectively, “Defendants,” and together with Plaintiff, the “Parties,” and each a “Party”); and the Company have reached a proposed settlement for \$511,000 in cash (the “Settlement Amount”) as set forth in the Stipulation (the “Settlement”). The Settlement, if approved, will resolve all claims in the Action.

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

CLASS MEMBERS’ LEGAL RIGHTS IN THE SETTLEMENT:	
RECEIVE A PAYMENT FROM THE SETTLEMENT. CLASS MEMBERS DO NOT NEED TO SUBMIT A CLAIM FORM.	If you are a member of the Class (defined in Paragraph 11 below), you may be eligible to receive a <i>pro rata</i> distribution from the Settlement proceeds. Eligible Class Members (defined in Paragraph 23 below) <u>do not</u> need to submit a claim form in order to receive a distribution from the Settlement, if approved by the Court. Your distribution from the Settlement will be paid to you directly. <i>See</i> Paragraphs 23-28 below for further discussion.

¹ Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Amended Stipulation and Agreement of Compromise, Settlement, and Release between Plaintiff, Defendants, and the Company, dated January 17, 2025 (the “Stipulation”). A copy of the Stipulation is available at www.strategicclaims.net/Alliance.

<p>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN _____, 2025.</p>	<p>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 a Fee and Expense Award, you may write to the Court and explain the reasons for your objection.</p>
<p>ATTEND A HEARING ON _____, 2025, AT ____:____.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN _____, 2025.</p>	<p>Filing a written objection and notice of intention to appear that is received by [_____], 2025 allows you to speak in Court, at the discretion of the Court, about your objection. In the Court’s discretion, the [_____], 2025 hearing may be conducted by telephone or videoconference (<i>see</i> Paragraphs 35-37 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.</p>

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WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement. The Notice is also being 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 in connection with the Settlement (the “Settlement Hearing”). See Paragraphs 33-35 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 affects your legal rights. Please Note: The Court may approve the proposed Settlement with such modifications as the 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 (see paragraphs 23-28 below) 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 PARTIES.

4. Adara Acquisition Corp. (“Adara”) was formed in Delaware as a special purpose acquisition company (“SPAC”). On September 25, 2020, Adara filed its Draft Registration Statement with the U.S. Securities and Exchange Commission (“SEC”), announcing that it planned to offer 11,500,000 Units in its upcoming initial public offering (“IPO”). Each unit would include one share of Class A Common Stock (with \$0.0001 par value) and one-half of one redeemable warrant. In total, there would be 11.5 million shares of Class A common stock and 5.75 million redeemable warrants included as part of the units, with an offering of the units at \$10.00 per security. On February 3, 2021, Adara filed an amended Registration Statement that gave its investors the opportunity to redeem their shares.

5. On February 11, 2021, Adara consummated its IPO on the NYSE American Exchange. Ultimately, 11.5 million units, including the full exercise of the underwriters’ over-allotment, were sold in the IPO, rating a total of \$115 million.

6. On June 22, 2022, Adara, Adara Merger Sub, Inc. (a Delaware corporation and wholly-owned subsidiary of Adara, “Merger Sub”), and Alliance Entertainment (“Legacy Alliance”), entered into a business combination agreement and reorganization plan, pursuant to which, Legacy Alliance would merge with and into Merger Sub, with Alliance surviving the de-SPAC Acquisition as a wholly owned subsidiary of Adara (the “Business Combination” or “Merger”).

7. On January 18, 2023, the de-SPAC Acquisition was approved, subject

to the minimum cash requirement and the listing of the surviving corporation's securities on a national securities exchange.

8. On February 10, 2023, the Merger was completed.

9. On March 31, 2023, Plaintiff commenced this Action. After much negotiation, on January 9, 2024, the Parties reached a settlement in principal and notified the Court.

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

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

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

All record and beneficial owners of Alliance Entertainment Holding Corp. f/k/a Adara Acquisition Corp. (the "Company") Class A common stock ("Stock") that: (i) held redeemable Stock but chose not to redeem by December 8, 2022; or (ii) held unredeemed Stock at the time of the Merger. Excluded from the Class are: (a) Defendants; (b) members of the immediate family of any individual Defendant; (c) any person who was an officer, director, or partner of any Defendant between December 8, 2022 and February 10, 2023 and any members of their immediate family; (d) any parent, subsidiary, or affiliate of Defendants; (e) any entity in which any Defendant or any other excluded person or entity has or had a controlling interest between December 8, 2022 and February 10, 2023; and (f) the legal representatives, agents, affiliates, heirs, estates, successors, or assigns of any such excluded persons or entities (the "Excluded Persons").

Please Note: The Settlement 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 Settlement Class.

WHAT ARE THE TERMS OF THE SETTLEMENT?

12. In consideration of the settlement of Plaintiff's Released Claims (defined in Paragraph 30 below) against Defendants' Released Parties (defined in Paragraph 30 below), Defendants will pay the Settlement Amount, \$511,000, into an interest-bearing escrow account for the benefit of the Class in accordance with the Stipulation. *See* Paragraphs 23-28 below for details about the distribution of the Settlement proceeds to Eligible Class Members.

13. If the Settlement is approved by the Court and the Effective Date occurs, the "Net Settlement Fund" will be distributed in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

14. Defendants' Released Parties (except for Defendants or their successors-in-interest) shall bear no personal responsibility for any payment in connection with the Stipulation or the Settlement.

WHAT ARE THE PARTIES' REASONS FOR THE SETTLEMENT?

15. Plaintiff believes that the claims asserted in the Action have merit, but also believes that the Settlement set forth in the Stipulation provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiff and Plaintiff's Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) the inherent problems of proof associated with, and possible defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; and (vi) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Settlement and the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth in the Stipulation.

16. Based on Plaintiff's Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiff's Counsel believe that the Settlement set forth in the Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon Plaintiff's Counsel's evaluation, as well as their own evaluations, Plaintiff has determined that

the Settlement is in the best interests of the Class, and have agreed to the terms and conditions set forth in the Stipulation.

17. Defendants deny any and all allegations of wrongdoing, fault, liability, or damages with respect to Plaintiff's Released Claims, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to the Company's stockholders, that the Merger was not entirely fair to, or in the best interests of, the Company's stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiff and/or the Class, and/or that Defendants were unjustly enriched in the Business Combination. Defendants maintain that their conduct was at all times proper, in the best interests of the Company and its stockholders, and in compliance with applicable law. Defendants also deny that the Company's stockholders were harmed by any conduct of Defendants that was alleged, or that could have been alleged, in the Action. Each of the Defendants asserts that, at all relevant times, such Defendant acted in good faith and in a manner believed to be in the best interests of the Company and all of its stockholders.

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

WILL I RECEIVE PAYMENT FROM THE SETTLEMENT? HOW MUCH
WILL MY PAYMENT FROM THE SETTLEMENT, IF ANY, BE? HOW
WOULD I RECEIVE MY PAYMENT?

19. 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.

20. As stated above, the Settlement Amount 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 Amount plus any interest accrued thereon after its deposit in the Escrow Account, less any (i) Taxes or Tax Expenses, (ii) Administration and Notice Costs, (iii) Fee and Expense Award awarded by the Court,

and (iv) other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

21. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and 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.

22. The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class. Any order(s) regarding any modification of the Plan of Allocation will be posted on the Settlement website, www.strategicclaims.net/Alliance/.

PROPOSED PLAN OF ALLOCATION

23. The Net Settlement Fund will be distributed on a *pro rata* basis to Eligible Class Members. “Eligible Class Members” means Eligible Closing Date Beneficial Holders (defined in Paragraph 24 below) and Eligible Closing Date Record Holders (defined in Paragraph 25 below).

24. “Eligible Closing Date Beneficial Holder” means the ultimate beneficial owner of any Eligible Shares (defined in Paragraph 26 below) held of record by Cede & Co. (“Cede”) at the closing of the Business Combination on February 10, 2023 (the “Closing”), provided that no Excluded Persons and no Persons who exercised redemption rights (the “Redeeming Stockholders”) in connection with the Business Combination may be an Eligible Closing Date Beneficial Holder.

25. “Eligible Closing Date Record Holder” means the record holder of any unredeemed shares of any Eligible Shares, other than Cede, at the Closing, provided that no Excluded Persons and no Redeeming Stockholders may be Eligible Closing Date Record Holders. Any shares purchased and sold during the Class Period are not Eligible Shares.

26. “Eligible Shares” means shares of Adara Acquisition Corp. Class A common stock held at the Closing, excluding all Class A shares held by Excluded Persons and all Class A shares that were redeemed in connection with the Business Combination.

27. 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 held by all Eligible Class Members, provided, however, that no cash payment for less than \$1.00 will be made.

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

(i) With respect to Eligible Shares held of record by the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company (collectively, “DTC”), through its nominee Cede, the Settlement Administrator has obtained from DTC, and DTC has, and will continue to provide as appropriate, to the Settlement Administrator, an allocation report setting forth each and every DTC Participant at the Closing on February 10, 2023 (“DTC Allocation Report”), which report will set forth the number of Eligible Shares held by each DTC Participant at the Closing and additional information necessary to conduct a distribution of the Net Settlement Fund to Eligible Class Members.

(ii) Using that information, the Settlement Administrator will cause that portion of the Net Settlement Fund to be allocated to Eligible Class Members who held their Eligible Shares through DTC Participants to be paid to the DTC Participants by paying each the Per-Share Recovery times its respective Closing Security Position,³ subject to payment suppression instructions with respect to shares held by Excluded Persons and all other shares ineligible for recovery from the Settlement. The DTC Participants and their respective customers, including any intermediaries, shall then ensure pro rata payment to each Eligible Class Member based on the number of Eligible Shares beneficially owned by such Eligible Class Member at the Closing. Consistent with this method of distribution, if your Eligible Shares were held

² “Class Distribution Order” means any order entered by the Court permitting the distribution of the Net Settlement Fund to Eligible Class Members.

³ For each DTC Participant, the “Closing Security Position” is the number of Eligible Shares held by such DTC Participant at the Closing, as reflected on the DTC Allocation Report.

in “street name” in a brokerage account, your broker will be responsible for depositing your Settlement payment into that same brokerage account.

(iii) With respect to Eligible Shares held of record at the Closing other than by Cede, as nominee for DTC (a “Closing Non-Cede Record Position”), the payment with respect to each such Closing Non-Cede Record Position will be made by the Settlement Administrator from the Net Settlement Fund directly to the Eligible Closing Date Record Holder 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.

(iv) Any Person who purchased Eligible Shares but had not settled those Eligible Shares by the Closing (“Non-Settled Shares”) shall be treated as an Eligible Class Member with respect to those Non-Settled Shares, and any Person who sold those Non-Settled Shares on or before the Closing shall not be treated as an Eligible Class Member with respect to those Non-Settled Shares.

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

29. If the Settlement is approved, the Court will enter an Order and Final Judgment (the “Order and Final Judgment”). Pursuant to the Order and Final 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 and each and every Class Member, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, shall have fully, finally, and forever released, settled, and discharged Defendants’ Released Parties (as defined below) from and with respect to every one of Plaintiff’s Released Claims (as defined below), and shall thereupon be forever barred and enjoined from

commencing, instituting, prosecuting, or continuing to prosecute any of Plaintiff's Released Claims against any of Defendants' Released Parties.

(ii) **Release of Claims by Defendants:** Upon the Effective Date, Defendants, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, shall have fully, finally, and forever released, settled, and discharged Plaintiff's Released Parties (as defined below) from and with respect to every one of Defendants' Released Claims (as defined below), and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Defendants' Released Claims against any of Plaintiff's Released Parties.

30. The following capitalized terms used in paragraph 30 above shall have the meanings specified below:

"Defendants' Released Parties" means the Defendants Alliance Entertainment Holding Corp. f/k/a Adara Acquisition Corp., Thomas Finke, Beatriz Acevedo-Greiff, W. Tom Donaldson III, Dylan Glenn, Frank Quintero, Paul G. Porter, and Adara Sponsor LLC and any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, assigns, insurers, and reinsurers.

"Plaintiff's Released Claims" means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims (as defined below), suspected, existing, or discoverable, whether arising under federal, state, common, or foreign law, whether based in contract, tort, statute, law, equity, or otherwise (including, but not limited to, federal and state securities laws), that Plaintiff or any other Class Member (a) asserted in the Action or (b) ever had, now have, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity that (1) in full or in

part, concern, relate to, arise out of, or are any way connected to the claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act alleged, set forth, referred to, or involved in the Action, or (2) arise out of, are based upon, relate to, or concern the rights of, duties owed to, and/or ownership, purchase or sale of the Company's Stock, including, but not limited to, any claims related to (i) the Merger, (ii) the Company's Proxy Statement Filed with the SEC on December 12, 2022, (iii) any other disclosures relating to or concerning the Merger or the Company, or (iv) the control or participation of any of Defendants' Released Parties with respect to any of the foregoing. For the avoidance of doubt, Plaintiff's Released Claims shall not include the right to enforce the Stipulation or the Settlement.

"Plaintiff's Released Parties" means Plaintiff, all other Class Members, Plaintiff's Counsel, Settlement Administrator, and any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, assigns, insurers, and reinsurers.

"Defendants' Released Claims" means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims (as defined below), suspected, existing, or discoverable, whether arising under federal, state, common, or foreign law, whether based in contract, tort, statute, law, equity, or otherwise that Defendants ever had, now have, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity that, in full or in part, concern, relate to, arise out of, or are any way connected to the institution, prosecution, or settlement of the claims in the Action. For the avoidance of doubt, Defendants' Released Claims shall not include the right to enforce the Stipulation or the Settlement.

"Unknown Claims" means (i) any Plaintiff's Released Claims that any Plaintiff or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of Defendants' Released Parties, and (ii) any Defendants' Released Claims that any Defendant or the Company does not know or suspect to exist in his, her, or its favor at the time of the release of Plaintiff's Released Parties, including, without limitation, those which, if known, might have affected

the decision to enter into the Settlement or to object or not to object to the Settlement. With respect to the Released Claims, the Parties stipulate and agree that, upon the occurrence of the Effective Date, the Parties shall expressly, and by operation of the Order and Final Judgment, each Class Member shall be deemed to have, and shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

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

31. By Order of the Court, all proceedings in the Action, except for those related to the Settlement, have been stayed, and Plaintiff and all other Class Members, and anyone acting or purporting to act on behalf of, in the stead of, or derivatively for, any Class Member, are barred and enjoined from commencing, pursuing, prosecuting, instigating, maintaining, or in any way participating in the commencement, pursuit, continuation, or prosecution of any action asserting any of

the Plaintiff's Released Claims against any of Defendants' Released Parties pending final determination of whether the Settlement should be approved.

HOW WILL PLAINTIFF'S COUNSEL BE PAID?

32. Plaintiff's Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have Plaintiff's Counsel been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiff's Counsel will apply to the Court for an award of fees and expenses to be paid from the Settlement Fund and approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys' fees or expenses that have been, could be, or could have been asserted by Plaintiff's Counsel or any other counsel for any Class Member (the "Fee and Expense Award"). Plaintiff's Counsel will seek a Fee and Expense Award consisting of attorneys' fees in an amount not to exceed 20% of the Settlement Fund, plus payment of litigation expenses in an amount not to exceed \$10,000. The Court will determine the amount of the Fee and Expense Award. The Fee and Expense Award will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. Class Members are not personally liable for any such fees or expenses.

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

33. 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.

34. Please Note: The date and time of the Settlement Hearing may change without further written notice to Class Members. In addition, the Court may decide to conduct the Settlement Hearing remotely by telephone or videoconference, or otherwise allow Class Members to appear at the hearing remotely by phone or video, without further written notice to Class Members. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate remotely by phone or video, it is important**

that you monitor the Court's docket and the Settlement website, www.strategicclaims.net/Alliance, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing, or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website, www.strategicclaims.net/Alliance. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing remotely by telephone or videoconference, the information needed to access the conference will be posted to the Settlement website, www.strategicclaims.net/Alliance.

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

36. Any Class Member may file a written objection to the Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's application for the Fee and Expense Award (an "Objector"); provided, however, that no Objector shall be heard or entitled to object unless **on or before** [_____], 2025, such person (1) files his/her/its written objection, together with copies of all other papers and briefs supporting the objection specified in Paragraph 37 below, with the Register in

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

REGISTER IN CHANCERY
Register in Chancery Court of Chancery of the State of Delaware Leonard L. Williams Justice Center 500 North King Street Wilmington, Delaware, 19801
PLAINTIFF’S COUNSEL
Daniel Tyre-Karp THE ROSEN LAW FIRM, P.A. 275 Madison Avenue, 40th Floor New York, NY 10016 (212) 686-1060 dtyrekarp@rosenlegal.com
DEFENDANTS’ COUNSEL
Evan H. Lechtman Adam V. Orlacchio BLANK ROME LLP 1201 N. Market Street, Suite 800 Wilmington, DE 19801 (302) 425-6429 evan.lechtman@blankrome.com adam.orlacchio@blankrome.com

37. Any objections must: (i) identify the case name and civil action number, “*Matthew McKnight v. Alliance Entertainment Holding Corp., et al.*, C.A. No. 2023-0383-LWW”; (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (iii) be signed by the Objector; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including

any legal and evidentiary support the Objector wishes to bring to the Court's attention, and if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the hearing; and (v) include documentation sufficient to prove that the Objector is a member of the Class. 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. Plaintiff's Counsel may request that the Objector submit additional information or documentation sufficient to prove that the objector is a Class Member.

38. 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.

39. 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 45 above so that the notice is *received on or before* [_____], 2025.

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

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

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

42. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801. Additionally, copies of the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement website, www.strategicclaims.net/Alliance. If you have questions regarding the Settlement, you may contact the Settlement Administrator: Alliance Entertainment Holding Corp. Stockholders Litigation, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St., Ste. 205, Media, PA 19063, 866-274-4004, info@strategicclaims.net; or Plaintiff's Counsel, Daniel Tyre-Karp, The Rosen Law Firm, P.A., 275 Madison Avenue, 40th Floor, New York, NY 10016, Tel (212) 686-1060; dtyrekarp@rosenlegal.com.

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

43. If you are a broker or other nominee that held Stock for the beneficial interest of persons or entities other than yourself, you are requested, within seven (7) calendar days of receipt of this Notice, to either: (i) request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners, and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator at: Alliance Entertainment Holding Corp. Stockholders Litigation, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St., Ste. 205, Media, PA 19063. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners. The Settlement Administrator shall, if requested, reimburse nominees or custodians out of the Settlement Fund solely for their reasonable out-of-pocket expenses incurred in providing notice to beneficial owners, which expenses would not have been incurred except for the providing names and addresses, of up to \$0.03 per name, address, and email address provided to the Claims Administrator; up to \$0.03 per unit for each Notice actually mailed, plus postage at the pre-sort rate used by the Settlement Administrator; or up to \$0.03

per email notice sent, and subject to further order of the Court with respect to any dispute concerning such reimbursement.

44. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. A copy of this Notice may also be obtained from the Settlement website, www.strategicclaims.net/Alliance, by calling the Settlement Administrator toll free at 866-274-4004, or by emailing the Settlement Administrator at info@strategicclaims.net.

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

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

Dated: _____, 2025

EXHIBIT C

EXHIBIT C

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

MATTHEW MCKNIGHT,

Plaintiff,

v.

ALLIANCE ENTERTAINMENT
HOLDING CORP. F/K/A ADARA
ACQUISITION CORP., ADARA
SPONSOR LLC, THOMAS FINKE,
PAUL G. PORTER, BEATRIZ
ACEVEDO-GREIFF, W. TOM
DONALDSON III, DYLAN GLENN
and FRANK QUINTERO,

Defendants.

C.A. No. 2023-0383-LWW

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

TO: All record and beneficial owners of Alliance Entertainment Holding Corp. f/k/a Adara Acquisition Corp. (the “Company”) Class A common stock (“Stock”) that: (i) held redeemable Stock but chose not to redeem by December 8, 2022; and (ii) held unredeemed Stock at the time of the Merger. Excluded Persons (as defined in the Stipulation and the Notice) are not Class Members. (the “Class”).

**IF YOU DO NOT INTEND TO OBJECT TO THE SETTLEMENT OR
PLAINTIFF’S COUNSEL’S FEE AND EXPENSE AWARD, YOU NEED
NOT TAKE ACTION IN RESPONSE TO THIS NOTICE.**

Certain persons and entities are excluded from the Class by definition, as set forth in the full Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear (the “Notice”), available at www.strategicclaims.net/Alliance. Any undefined capitalized terms used in this Summary Notice shall have the meanings given to them in the Notice or in the Amended Stipulation and Agreement of Compromise, Settlement, and Release dated January 17, 2025 (“Stipulation”), which is also available at www.strategicclaims.net/Alliance.

PLEASE READ THIS SUMMARY NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the Court of Chancery of the State of Delaware (the “Court”), that the above-captioned stockholder class action (the “Action”) is pending in the Court.

YOU ARE ALSO NOTIFIED that Plaintiff Matthew McKnight (“Plaintiff”), individually and on behalf of the Class; Defendants Alliance Entertainment Holding Corp. f/k/a Adara Acquisition Corp., Thomas Finke, Beatriz Acevedo-Greiff, W. Tom Donaldson III, Dylan Glenn, Frank Quintero, Paul G. Porter, and Adara Sponsor LLC (collectively, “Defendants,” and together with Plaintiff, the “Parties,” and each a “Party”) have reached a proposed settlement of the Action for \$511,000 in cash (the “Settlement Amount”) as set forth in the Stipulation (the “Settlement”), a copy of which is available at www.strategicclaims.net/Alliance. The Settlement, if approved by the Court, will resolve all claims in the Action.

A hearing (the “Settlement Hearing”) will be held on _____, **2025 at __: __.m.**, before The Honorable Lori W. Will, Vice Chancellor, either in person at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801, or remotely by telephone or videoconference (in the discretion of the Court), to, among other things: (i) determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiff and Plaintiff’s Counsel have adequately represented the Class, and whether Plaintiff should be finally appointed as Class representative for the Class and Plaintiff’s Counsel should be finally appointed as Class counsel for the Class; (iii) determine whether the proposed Settlement should be approved as fair,

reasonable, and adequate to the Class and in the best interests of the Class; (iv) determine whether the Action should be dismissed with prejudice and the Releases provided under the Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered; (vi) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vii) determine whether and in what amount any Fee and Expense Award should be paid to Class Counsel out of the Settlement Fund; (viii) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's application for a Fee and Expense Award; and (ix) consider any other matters that may properly be brought before the Court in connection with the Settlement. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website, www.strategicclaims.net/Alliance.

If you are a member of the Class, your rights will be affected by the pending Action and the Settlement, and you may be entitled to share in the Net Settlement Fund. If you have not yet received the Notice, you may obtain a copy of the Notice by contacting the Settlement Administrator at Alliance Entertainment Holding Corp. Stockholders Litigation, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St., Ste. 205, Media, PA 19063, 866-274-4004, info@strategicclaims.net. A copy of the Notice can also be downloaded from the Settlement website, www.strategicclaims.net/Alliance.

If you owned the Company's redeemable Stock but did not redeem by December 8, 2022, or held unredeemed Stock at the time of the Merger, your rights may be affected by this Settlement, including the release and extinguishment of claims you may possess relating to your ownership interest in the Company's Stock.

If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund will be distributed on a *pro rata* basis to Eligible Class Members in accordance with the proposed Plan of Allocation stated in the Notice or such other plan of allocation as is approved by the Court. Pursuant to the proposed Plan of Allocation, 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 held by all Eligible Class Members, provided, however, that no cash payment for less than \$1.00 will be made.

As explained in further detail in the Notice, Eligible Class Members do not have to submit a claim form to receive a payment from the Net Settlement Fund.

Any objection to the Settlement, Plan of Allocation, or Plaintiff’s Counsel’s request for an award of attorneys’ fees and reimbursement of expenses and awards to Plaintiff must be in the manner and form explained in the detailed Notice and received no later than _____, 2025, by each of the following:

<p>Register in Chancery, Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center 500 North King Street, Wilmington, Delaware, 19801</p>	<p><i>Plaintiff’s Counsel</i></p> <p>Daniel Tyre-Karp THE ROSEN LAW FIRM, P.A. 275 Madison Avenue, 40th Floor New York, NY 10016</p>	<p><i>Defense Counsel</i></p> <p>Evan H. Lechtman Adam V. Orlacchio BLANK ROME LLP 1201 N. Market Street, Suite 800 Wilmington, DE 19801</p>
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If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund will be distributed on a *pro rata* basis to Eligible Class Members in accordance with the terms of the proposed Plan of Allocation stated in the Notice or such other plan of allocation as is approved by the Court.

Please do not contact the Court or the Office of the Register in Chancery regarding this Summary Notice. All questions about this Summary Notice, the Settlement, or your eligibility to participate in the Settlement should be directed to the Settlement Administrator or Plaintiff’s Counsel.

Requests for the Notice should be made to the Settlement Administrator:

Alliance Entertainment Holding Corp. Stockholders Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063
Telephone: 866-274-4004
Email: info@strategicclaims.net
Website: www.strategicclaims.net/Alliance

Inquiries, other than requests for the Notice, should be made to Plaintiff’s Counsel:

Daniel Tyre-Karp
THE ROSEN LAW FIRM, P.A.
275 Madison Avenue, 40th Floor
New York, NY 10016
Telephone: (212) 686-1060
Email: dtyrekarp@rosenlegal.com

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

Dated: _____, 2025

EXHIBIT D

EXHIBIT D

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

MATTHEW MCKNIGHT,

Plaintiff,

v.

ALLIANCE ENTERTAINMENT
HOLDING CORP. F/K/A ADARA
ACQUISITION CORP., ADARA
SPONSOR LLC, THOMAS FINKE,
PAUL G. PORTER, BEATRIZ
ACEVEDO-GREIFF, W. TOM
DONALDSON III, DYLAN GLENN
and FRANK QUINTERO,

Defendants.

C.A. No. 2023-0383-LWW

[PROPOSED] ORDER AND FINAL JUDGMENT

WHEREAS, a stockholder class action is pending in the Court, entitled *Matthew McKnight v. Alliance Entertainment Holding Corp., et al.*, C.A. No. 2023-0383-LWW (the “Action”);

WHEREAS, the Amended Stipulation and Agreement of Compromise, Settlement, and Release, dated as of January 17, 2025 (the “Stipulation”), has been entered into by and among: Plaintiff Matthew McKnight (“Plaintiff”), individually and on behalf of the Class (defined below); (ii) Defendant Alliance Entertainment

Holding Corp. f/k/a Adara Acquisition Corp. (the “Company”); Defendants Thomas Finke, Beatriz Acevedo-Greiff, W. Tom Donaldson III, Dylan Glenn, Frank Quintero, Paul G. Porter; and Adara Sponsor LLC (collectively, “Defendants,” and together with Plaintiff, the “Parties,” and each a “Party”);

WHEREAS, the Stipulation provides for a settlement, subject to the approval of the Court, among the Parties, and for dismissal of the Action with prejudice as against Defendants upon the terms and conditions set forth in the Stipulation (the “Settlement”);

WHEREAS, except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order and Final Judgment;

WHEREAS, by Order dated _____, 2025 (the “Scheduling Order”), the Court (i) preliminarily certified the Class solely for purposes of effectuating the Settlement; (ii) ordered that the Notice of the proposed Settlement be provided to potential Class Members; (iii) provided Class Members with the opportunity to object to the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiff’s Counsel’s application for a Fee and Expense Award; and (iv) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, the Court conducted a hearing on _____, 2025 (the “Settlement Hearing”) to: (i) determine whether to finally certify the Class for

settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiff and Plaintiff's Counsel have adequately represented the Class, and whether Plaintiff should be finally appointed as Class representative for the Class and Plaintiff's Counsel should be finally appointed as Class counsel for the Class; (iii) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iv) determine whether the Action should be dismissed with prejudice and the Releases provided under the Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered; (vi) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vii) determine whether and in what amount any Fee and Expense Award should be paid to Class Counsel out of the Settlement Fund; and (viii) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Class Counsel's application for a Fee and Expense Award; and

WHEREAS, it appearing that due Notice of the hearing has been given in accordance with the Scheduling Order; the Parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in support of the proposed Settlement, the Plan of Allocation, and the application by Class Counsel for a Fee and Expense Award; the attorneys for the respective

Parties having been heard; an opportunity to be heard having been given to all Class Members or other Persons requesting to be heard in accordance with the Scheduling Order; the Court having determined that the Notice to Class Members was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over the Parties and the Class Members, and it is further determined that Plaintiff, Defendants, and the Class, as well as any and all of their respective representatives, trustees, executors, administrators, estates, heirs, successors in interest, successors, predecessors in interest, predecessors, transferees, and assigns, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective successors in interest, successors, predecessors in interest, predecessors, transferees, and assigns, are bound by this Order and Final Judgment, except those persons listed on Exhibit 1 to this Order and Final Judgment.

2. The mailing and emailing of the Notice, substantially in the form attached as Exhibit B to the Stipulation, and publication of the Summary Notice,

substantially in the form attached as Exhibit C to the Stipulation, pursuant to and in the manner prescribed in the Scheduling Order, combined with the posting of the Notice on the Settlement Administrator’s website, pursuant to and in the manner prescribed in the Scheduling Order, is hereby determined to be the best notice reasonably practicable under the circumstances, to constitute due and sufficient notice to all Persons entitled to receive notice of the Settlement, and in full compliance with Delaware Court of Chancery Rule 23, the requirements of due process, and all other applicable law and rules.

3. The Court hereby finally certifies the Action, for purposes of the Settlement only, as a class action pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), on behalf of the following class: All record and beneficial owners of Alliance Entertainment Holding Corp. f/k/a Adara Acquisition Corp. Class A common stock (“Stock”) that: (i) held redeemable Stock but chose not to redeem by December 8, 2022; and (ii) held unredeemable Stock at the time of the Merger (the “Class”). Excluded from the Class are: (a) Defendants; (b) members of the immediate family of any individual Defendant; (c) any person who was an officer, director, or partner of any Defendant between December 8, 2022 and February 10, 2023 and any members of their immediate family; (d) any parent, subsidiary, or affiliate of Defendants; (e) any entity in which any Defendant or any other excluded person or entity has, or had a controlling interest between

December 8, 2022 and February 10, 2023; and (f) the legal representatives, agents, affiliates, heirs, estates, successors, or assigns of any such excluded persons or entities (the “Excluded Persons”);

4. The Court hereby finally appoints Plaintiff as Class representative and Plaintiff’s Counsel, The Rosen Law Firm, P.A. and Farnan LLP as counsel for the Class (“Class Counsel”). Plaintiff and Class Counsel have fairly and adequately represented the Class, both in terms of litigating the Action and for purposes of entering into and implementing the Settlement.

5. For purposes of the Settlement only, the Court finds that each element required for certification of the Class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) has been met in that: (a) the Persons who are members of the Class (collectively, the “Class Members”) are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiff are typical of the claims of the Class; (d) in connection with the prosecution of the Action and the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of the Class; (e) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendants, and, as a practical matter, the disposition of the Action as against Defendants would influence the disposition of any pending or

future identical suits, actions, or proceedings brought by other Class Members; and (f) Defendants are alleged to have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

6. The Settlement as provided for in the Stipulation is approved as fair, reasonable, and adequate, and in the best interests of the Class.

7. Pursuant to Court of Chancery Rule 23, the Court fully and finally approves the Settlement in all respects, the Settling Parties are hereby authorized and directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation, and the Register of Chancery is directed to enter and docket this Order and Final Judgment dismissing the Action in its entirety and with prejudice.

8. The Stipulation shall be binding upon and inure to the benefit of the Released Parties.

9. Upon the Effective Date, Plaintiff and each and every Class Member, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors,

successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, shall have fully, finally, and forever released, settled, and discharged Defendants' Released Parties from and with respect to every one of Plaintiff's Released Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Plaintiff's Released Claims against any of Defendants' Released Parties.

10. Upon the Effective Date, Defendants, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, shall have fully, finally, and forever released, settled, and discharged Plaintiff's Released Parties from and with respect to every one of Defendants' Released Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Defendants' Released Claims against any of Plaintiff's Released Parties.

11. The terms of the Settlement were negotiated at arm's length and in good faith, and reflect a settlement that was reached voluntarily based upon

adequate information and sufficient discovery and after consultation with experienced legal counsel.

12. Class Counsel are hereby awarded a total of \$_____ as an award of attorneys' fees inclusive of litigation expenses (the "Fee and Expense Award"), which amounts the Court finds to be fair and reasonable. The Fee and Expense Award shall be paid solely out of the Settlement Fund. Neither Plaintiff, nor Plaintiff's Counsel, nor any Class Member, shall make, or assist any other counsel in making, any application for an award of fees, cost, or expenses in any other jurisdiction from Defendants, or any of Defendants' Released Parties.

13. The Court hereby finds and concludes that the formula for the calculation of payments to Class Members as set forth in the Plan of Allocation stated in the Notice provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund among Class Members with due consideration having been given to administrative convenience and necessity.

14. The binding effect of this Order and Final Judgment and the obligations of Plaintiff, Class Members, and Defendants under the Stipulation shall not be conditioned upon or subject to the resolution of any appeal from this Order and Final Judgment that relates solely to the Fee and Expense Award or to the Plan of Allocation.

15. The Parties and all Class Members shall be and are deemed bound by

the Stipulation and this Order and Final Judgment. This Order and Final Judgment, including the release of all Released Plaintiff's Claims against all of Defendants' Released Parties and the release of all Released Defendants' Claims against all of Plaintiff's Released Parties, shall have res judicata, collateral estoppel, and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings involving any of the Released Claims against any of the Released Parties.

16. The Court finds and concludes that the Parties and their respective counsel have complied in all respects with the strictures of Delaware Court of Chancery Rule 11 in connection with the institution, prosecution, defense, and settlement of the Action.

17. If the Settlement is terminated as provided in the Stipulation or the Effective Date otherwise fails to occur: (a) this Order and Final Judgment shall be rendered null and void and shall be vacated; (b) all orders entered and releases delivered in connection herewith shall be null and void; (c) all of the Parties shall be deemed to have reverted to their respective litigation statuses as of immediately prior to the execution of the Stipulation; (d) all claims and defenses as to any issue in the Action shall be preserved without prejudice; (e) the statements made in connection with the negotiation of the Stipulation shall not be deemed to prejudice in any way the positions of any of the Parties with respect to the Action, or to

constitute an admission by any Party, and shall not be used or entitle any Party or to recover any fees, costs, or expenses incurred in connection with the Action; and (f) no materials created by or received from any other Party that were used in, obtained during, or related to the Settlement discussions shall be admissible for any purpose in any court or other tribunal, or used, absent consent from the disclosing party, for any other purpose or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery in the Action or in any other litigation.

18. Neither the Stipulation, the fact of or any terms and conditions of the Settlement, nor any communications relating thereto, are evidence, or a presumption, admission, or concession by any Party of any wrongdoing, fault, liability, or damages whatsoever, which are expressly denied and disclaimed by each of the Parties. Neither the Stipulation, nor any of their terms, conditions, and provisions, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statements in connection therewith, shall: (a) be argued to be, used, or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, acts, or omissions on

the part of any of Defendants' Released Parties, or of any infirmity of any defense, or of any damage to Plaintiff or any Class Member; (b) otherwise be used to create or give rise to any inference or presumption against any of Defendants' Released Parties concerning any fact alleged or that could have been alleged, or any claim asserted or that could have been asserted, in the Action, or of any purported liability, fault, or wrongdoing of any of Defendants' Released Parties or of any injury or damages to any Person; (c) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or finding that any of Plaintiff's claims are without merit, that any of Defendants had meritorious defenses, or that damages recoverable from Defendants under the Complaint would not have exceeded the Settlement Amount; or (d) be admissible, referred to, interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any Person in the Action, or in any other suit, action, or proceeding whatsoever, whether civil, criminal, or administrative; provided, however, that the Stipulation and/or this Order and Final Judgment may be introduced in any suit, action, or proceeding, whether in this Court or otherwise, as may be necessary to argue that the Stipulation and/or this Order and Final Judgment has res judicata, collateral estoppel, or other issue or claim preclusive effect, or to otherwise consummate or enforce the Stipulation, Settlement, and/or this Order and Final Judgment,

including, without limitation, to secure any insurance rights or proceeds, or as otherwise required by law. This provision shall remain in force in the event that the Settlement is terminated for any reason whatsoever.

19. Without further order of the Court, the Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of the Stipulation and the Settlement.

20. Without affecting the finality of this Order and Final Judgment in any way, the Court reserves jurisdiction over all matters relating to the administration and consummation of the Settlement.

21. The Action is hereby dismissed in its entirety and with prejudice. The Parties are to bear their own costs, except as otherwise provided in this Order and Final Judgment, the Scheduling Order, and the Stipulation.

Dated: _____

Vice Chancellor Lori W. Will