

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE
Kahn v. Gidwitz, et al.
C.A. No. 2021-0103-PAF

Notice of Proposed Settlement of Class Action, Settlement Hearing, and Right to Appear

**If You Were a Stockholder of Continental Materials Corporation
You May Be Entitled to Money from a Class Action Settlement**

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

Please read this notice (the “Notice”) carefully and in its entirety. This Notice relates to a proposed settlement (the “Settlement”)¹ of a class action (the “Lawsuit”) brought on behalf of a class of former stockholders of Continental Materials Corporation (“CMC” or the “Company”) and pending in the Court of Chancery of the State of Delaware (the “Court”).

This Notice contains important information. Your rights will be affected by these legal proceedings. If the Court approves the Settlement, you will be forever barred from contesting the fairness, reasonableness, and adequacy of the Settlement and related matters, and from pursuing the Released Claims (as defined herein).

The Settlement will provide a gross amount of \$1.7 million to pay investors whose common stock was either (i) tendered and exchanged into the right to receive \$9.50 cash per share in connection with the first step Tender Offer and subsequent offering period that expired on April 17, 2020; and/or (ii) exchanged into the right to receive \$9.50 cash per share in connection with the second step Merger consummated on October 14, 2020, but in each case excluding the Excluded Stockholders defined below (the “Class”). Members of the Class are referred to as “Class Members.”

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you are a Class Member, you are eligible to receive a pro rata distribution from the Settlement proceeds. Class Members do not need to submit a claim. Distributions from the Settlement will be paid directly.
OBJECT	Write to the Court by May 27, 2022 about why you don’t like the Settlement and/or Plaintiff’s Counsel’s request for fees and reimbursement of litigation expenses.

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation of Settlement, dated January 5, 2022 (the “Stipulation”), a copy of which is available at www.rg2claims.com/continentalmaterials.html.

The Court still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after objections and appeals, if any, are resolved. Please be patient. If you are a nominee who held CMC common stock for the benefit of another, please read the section below entitled “NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS.”

1. Why did I get this Notice?

This Notice is being sent to you pursuant to an Order of the Court because you or someone in your family may have been a CMC stockholder whose shares were (i) tendered and exchanged into the right to receive \$9.50 cash per share in connection with the first step Tender Offer and subsequent offering period that expired on April 17, 2020; and/or (ii) exchanged into the right to receive \$9.50 cash per share in connection with the second step Merger consummated on October 14, 2020, but in each case excluding the Excluded Stockholders.

You have a right to know about the proposed Settlement of the Lawsuit, and about all of your options, before the Court decides whether to approve the Settlement.

This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, and who is eligible for them.

The Court in charge of the Lawsuit is the Court of Chancery of the State of Delaware, and the Lawsuit is called *Kahn v. Gidwitz, et al.*, C.A. No. 2021-0103-PAF (the “Lawsuit”). The judge presiding over this case is Vice Chancellor Paul A. Fioravanti, Jr. The stockholder who sued is called the Plaintiff, and the companies and people he sued and who have not been dismissed from the Lawsuit (James G. Gidwitz, Ralph W. Gidwitz, Steven Gidwitz, Scott Gidwitz, Theodore R. Tetzlaff, Ryan Sullivan, Bee Street Holdings LLC, and Bee Street II, Inc.) are called the Defendants.

If the Court approves the Settlement and the Settlement becomes effective: (i) the Lawsuit will be dismissed with prejudice; (ii) all Class Members will be deemed to have released the Released Claims (a full copy of the Released Claims listed in response to question 11); and (iii) the Settlement Administrator (the “Administrator”) approved by the Court will make payments pursuant to the Settlement.

2. What is this lawsuit about?

The following summary does not constitute findings of the Court. The Court has made no findings about the following matters and these descriptions are not opinions of the Court as to the merits of any of the claims or defenses raised by any of the parties.

Plaintiff alleged that the Company’s controlling stockholder and certain members of the Board of Directors of CMC (the “Board”) and CMC’s Chief Operating Officer (“COO”) breached their fiduciary duties because the Tender Offer and Merger was a going-private transaction subject to entire fairness review under Delaware law and was not entirely fair as to process and/or price. The Tender Offer and Merger are referred to as the “Transaction,” and resulted in the acquisition of CMC by its controlling stockholder, Bee Street Holdings LLC.

Plaintiff alleged that process was not entirely fair because, among other things, the CMC's controlling stockholder and the members of the Board affiliated controlling stockholder were conflicted and failed to provide independent representation for public shareholders and failed to make adequate disclosure. Plaintiff alleged that the price was not entirely fair because, among other things, CMC common shares were thinly traded in an efficient market that did not properly reflect fair value and were worth more than \$9.50 per share (the "Transaction Consideration").

Defendants have denied, and continue to deny, all allegations of wrongdoing, fault, liability, or damage. The Court has not made any final decisions about the merits of the Lawsuit.

3. Why is there a settlement?

Although Plaintiff and Plaintiff's Counsel believe they would have prevailed on their claims at trial, Defendants believe that Plaintiff would not have won anything at a trial. But there was no trial. Instead, both sides agreed to the Settlement. That way, the parties avoid the cost of a trial, and the Class Members will receive money. The Plaintiff and Plaintiff's Counsel believe that the Settlement is fair and is what is best for all Class Members.

Plaintiff's Counsel reviewed thousands of pages of internal documents produced by CMC, researched the applicable law with respect to the claims asserted in the Lawsuit and the potential defenses, and consulted with a valuation expert with respect to potential damages recoverable in the Lawsuit.

In negotiating and evaluating the terms of the Settlement, Plaintiff and Plaintiff's Counsel considered the significant legal and factual defenses to the Plaintiff's claims and the expense, length, and risk of pursuing their claims through trial and appeals. While Plaintiff believes the Defendants breached their fiduciary duties and that the money paid to the CMC stockholders in connection with the Tender Offer and Merger was not entirely fair, Defendants have argued that they acted appropriately and continue to deny all allegations of wrongdoing, fault, liability, or damage. In light of the risks of continued litigation, the amount of the Settlement, and the immediacy of recovery to the Class, Plaintiff and Plaintiff's Counsel believe that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Class. Plaintiff and Plaintiff's Counsel believe that the Settlement provides an extraordinary benefit to the Class, namely \$1.7 million in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Lawsuit would produce a smaller, or no recovery after trial and appeals, possibly years in the future.

The Court has not made any final decisions about the merits of Plaintiff's claims or Defendants' defenses.

4. How do I know if I am part of the Settlement?

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

All record holders and beneficial owners of CMC common stock whose shares were (i) tendered and exchanged into the right to receive \$9.50 cash per share in connection with the first step Tender Offer and subsequent offering period that expired on April 17, 2020; and/or (ii) exchanged into the right to receive \$9.50 cash per share in connection with the second step

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Merger consummated on October 14, 2020, but in each case excluding the Excluded Stockholders.

The Excluded Stockholders are: (i) Defendants and the members of their Immediate Family and any entity formed for the benefit of or under the control of any of the foregoing individuals and entities; (ii) CMC, current or former directors or executive officers of CMC as of the time of the Tender Offer, and the members of their Immediate Family and any entity formed for the benefit of or under the control of any of the foregoing individuals and entities; and (iii) current or former managers or members of Bee Street and the members of their Immediate Family and any entity formed for the benefit of or under the control of any of the foregoing individuals and entities.

The Excluded Stockholders include Peter E. Thieriot, Darrell M. Trent, Paul Ainsworth, Nancy Gidwitz, Nancy Gidwitz Revocable Trust, Joyce Gidwitz, Joyce Gidwitz Declaration of Trust, Pamela C. Gidwitz, Pamela C. Gidwitz Revocable Trust, Mary Kathryn Gidwitz, Mary Kathryn Gidwitz Revocable Trust, Thomas R. Gidwitz, Thomas R. Gidwitz Revocable Trust, Betsy R. Gidwitz, Betsy R. Gidwitz Revocable Trust, Julie Gidwitz, Julie Gidwitz Declaration of Trust, Jill Gidwitz Zisook, Jill Gidwitz Zisook Declaration of Trust, Ronald Gidwitz, Ronald J. Gidwitz Revocable Trust, James G. Gidwitz Revocable Trust, Steven B. Gidwitz Living Trust, CMC Partnership, and GFAM CMC Partnership.

Please note: receipt of this notice does not mean that you are a Class Member or that you will be entitled to receive money from the Settlement. You will only receive a payment if you were a Class Member and are not an Excluded Stockholder.

5. What does the Settlement provide?

In consideration for the full and final settlement and dismissal with prejudice of the Lawsuit, and the release by the Class Members of any and all Released Claims, the Defendants have agreed to pay \$1.7 million cash into an interest-bearing escrow account for the benefit of the Class to be divided, after payment of fees and expenses, among all Class Members.

Your share of the Settlement will depend on the number of shares you voluntarily exchanged in the Tender Offer or involuntarily exchanged in the Merger, and the amount of costs and fees that will be paid from the Settlement.

Based on an estimate of the total number of shares eligible to participate in the Settlement, Plaintiff's Counsel estimate that the Settlement will provide a gross recovery of approximately \$2.92 per share. The costs to administer the claims and to pay the attorneys and litigation expenses will be deducted from the gross amount of the Settlement first and then the rest of the Settlement will be distributed to Class Members.

6. How will I receive payment?

If you are eligible to receive a payment from the Settlement, you do not have to submit a claim form or take any other action to receive your payment.

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If the Settlement is approved by the Court and the Effective Date (as defined in the Stipulation) occurs, the \$1.7 million Settlement, plus any and all interest earned thereon (the "Settlement Fund"), less any Administrative Costs, Taxes, and any Court-awarded attorneys' fees and expenses or other fees, costs or expenses approved by the Court (the "Net Settlement Fund"), will be distributed on a pro rata basis to Class Members.

Payments from the Net Settlement Fund to Class Members will generally be made in the same way Class Members received the Transaction Consideration. For most Class Members, the Net Settlement Fund will be distributed in the same manner as the Transaction Consideration. If you held shares through Cede & Co., as nominee for the Depository Trust Company ("DTC") (which is likely true of the large majority of stockholders, including those who held shares in "street name" through a brokerage firm) and were paid Transaction Consideration in connection with the Tender Offer or the Merger, the Administrator will pay your pro rata share of the Net Settlement Fund to you through DTC by paying the money to DTC with instructions to distribute such payment to the brokers (for further credit to their customers) on whose behalf DTC owns the stock of record. Accordingly, if your shares of CMC common stock were held in "street name" and the Transaction Consideration was deposited into your brokerage account, your broker-dealer will be responsible for depositing your Settlement payment into that same brokerage account. If you held shares of record, the Administrator will pay your pro rata share of the Net Settlement Fund directly to you based on the address listed in CMC's ledger of stockholders of record.

No payment will be made to any Excluded Stockholder.

7. How does the Settlement affect my rights?

If the Settlement is approved by the Court, you will not be able to sue any of the Released Defendant Parties (defined below) about the issues in the Lawsuit. Giving up these claims is called a release. If the Settlement is approved by the Court, the Court will enter an Order and Final Judgment (the "Judgment") whereby the Lawsuit will be dismissed with prejudice and the following releases will occur:

Release of Claims by Plaintiff and all Class Members: Plaintiff and all Class Members, on behalf of themselves and their predecessors, successors and assigns shall thereupon be deemed to have fully, finally and forever, released, settled and discharged the Released Defendant Parties from and with respect to every one of the Released Plaintiff's Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, instigating, or continuing to prosecute, or in any way participating in the commencement or prosecution of, any Released Plaintiff's Claims, either directly, representatively, derivatively, or in any other capacity, against any and all of the Released Defendant Parties.

Release of Claims by the Defendants: Defendants, on behalf of themselves and their predecessors, successors and assigns shall thereupon be deemed to have fully, finally and forever, released, settled and discharged the "Released Plaintiff Parties" from and with respect to every one of the "Released Defendants' Claims," and shall thereupon be forever barred and enjoined from commencing, instituting or prosecuting any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

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“Released Defendant Parties” means (i) Defendants, Darrell M. Trent, Peter E. Thieriot, and CMC, (ii) the past or present Immediate Family of any Defendant, and (iii) any of the foregoing’s respective direct or indirect parent entities, controlling persons, associates, predecessors, successors, assigns, affiliates, or subsidiaries, and each and all of their past or present officers, directors, managers, members, managing members, executives, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, auditors, investment bankers, commercial bankers, lenders, entities providing fairness opinions, underwriters, brokers, dealers, insurers, advisors or agents, heirs, executors, trusts, beneficiaries, distributees, foundations, trustees, general or limited partners or partnerships, limited liability companies, members, managers, joint ventures, personal or legal representatives, estates, and administrators.

“Released Plaintiff’s Claims” means any and all Claims, including Unknown Claims, that have been or could have been asserted by Plaintiff in the Action on behalf of himself and the Class, and any and all Claims, including Unknown Claims, arising out of the same set of operative facts as the claims asserted by Plaintiff against Released Defendant Parties in the Action, including but not limited to Claims based upon, arising out of, involving, or relating to (i) the Transaction, (ii) any deliberations or negotiations in connection with the Transaction, including all deliberations and negotiations by any of Defendants and any of their respective officers, directors, agents, or advisors, (iii) the consideration received by Class Members in connection with the Transaction, (iv) the disclosures, SEC filings (including without limitation the Schedule TO and the Schedule 14D-9), public filings, periodic reports, press releases, recommendation statements, tender offer statements and materials, or other statements issued, made available or filed relating, directly or indirectly, to the Transaction, including without limitation Claims under any and all federal securities laws (including those within the exclusive jurisdiction of the federal courts), (v) the fiduciary obligations of the Released Defendant Parties in connection with the Transaction, (vi) the fees, expenses or costs incurred in prosecuting, defending or settling the Action, or (vii) any deliberations, negotiations, representations, omissions or other conduct leading to the execution of the Stipulation; *provided, however*, that the Released Plaintiff’s Claims shall not include claims to enforce the Stipulation.

“Released Plaintiff Parties” means (i) Plaintiff, (ii) and all other Class Members, and (iii) and any of the foregoing’s respective parent entities, controlling persons, associates, predecessors, successors, assigns, affiliates, or subsidiaries, and each and all of their past or present officers, directors, executives, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, auditors, investment bankers, commercial bankers, entities providing fairness opinions, underwriters, brokers, dealers, insurers, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, managers, joint ventures, personal or legal representatives, estates, and administrators.

“Released Plaintiff’s Claims” means any and all Claims, including Unknown Claims, that have been or could have been asserted by Plaintiff in the Action on behalf of himself and the Class, and any and all Claims, including Unknown Claims, arising out of the same set of operative facts as the claims asserted by Plaintiff against Released Defendant Parties in the Action, including but not limited to Claims based upon, arising out of, involving, or relating to (i) the Transaction, (ii) any deliberations or negotiations in connection with the Transaction, including all deliberations and negotiations by any of Defendants and any of their respective officers, directors, agents, or advisors, (iii) the consideration received by Class Members in connection with the Transaction, (iv) the disclosures, SEC filings (including without limitation the Schedule TO and the Schedule 14D-9), public filings, periodic reports, press releases, recommendation statements, tender offer statements and materials, or other statements issued, made

available or filed relating, directly or indirectly, to the Transaction, including without limitation Claims under any and all federal securities laws (including those within the exclusive jurisdiction of the federal courts), (v) the fiduciary obligations of the Released Defendant Parties in connection with the Transaction, (vi) the fees, expenses or costs incurred in prosecuting, defending or settling the Action, or (vii) any deliberations, negotiations, representations, omissions or other conduct leading to the execution of the Stipulation; *provided, however*, that the Released Plaintiff's Claims shall not include claims to enforce the Stipulation.

"Released Claims" means the Released Defendants' Claims and the Released Plaintiff's Claims.

"Released Parties" means the Released Defendant Parties and the Released Plaintiff Parties.

"Unknown Claims" means any Claim that any of the Released Parties does not know or suspect exists in his, her or its favor at the time of the release of the Released Claims as against the 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 any of the Released Claims, the Parties stipulate and agree that, upon the occurrence of the Effective Date, Plaintiff shall expressly and, by operation of the Order and Final Judgment, and each other Releasing Party shall be deemed to have, and shall have, expressly waived, relinquished and released any and all provisions, rights and benefits conferred by or under Section 1542 of the Civil Code of the State of California ("Section 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, which is similar, comparable or equivalent to Section 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.

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

8. Who are the lawyers for the Class?

The law firms of Gardy & Notis, LLP, Harold Obsfeld, P.C., and Cooch and Taylor, P.A. represent Plaintiff and the other Class Members. These lawyers are called Plaintiff's Counsel. You will not be charged any out-of-pocket money for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

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Email: info@rg2claims.com. Call: 1-866-742-4955.

9. How will the lawyers be paid?

Plaintiff's Counsel will ask the Court to approve payment in the aggregate amount of up to 25% of the Settlement Fund for attorneys' fees and reimbursement litigation expenses. Plaintiff's Counsel have been working exclusively on a contingent fee basis, meaning that they would only be compensated for their time litigating the Lawsuit if they achieved a benefit for Class Members through the Lawsuit. The Court may award less than that amount. Defendants have agreed not to oppose Plaintiff's Counsel's request for attorneys' fees and expenses. The amount of the fees and expenses awarded by the Court will be deducted from the Settlement Account. The costs to administer the Settlement and forward payments for distribution to Class Members, as well as any fees and expenses relating to the payment of any taxes for interest earned on the Settlement Fund, will also be deducted from the Settlement Fund.

10. When and where will the Court decide whether to approve the Settlement?

The Court will hold an in-person Settlement Hearing at **1:30 p.m. on June 13, 2022**, at the Court of Chancery, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, adequate, and whether to approve the Settlement. The Court will also consider Plaintiff's Counsel's request for an award of attorneys' fees and expenses. If there are objections, the Court will consider them. At or after the hearing, the Court will make decisions whether to approve these matters relating to the Settlement. We do not know how long these decisions will take. The Court reserves the right to hold the hearing as a virtual hearing should the need arise.

11. How do I tell the Court if I don't like the Settlement?

You can object to the Settlement if you don't like any part of it, including the request by Plaintiff's Counsel for an award of attorneys' fees and expenses as described above. You can give reasons why you think the Court should not approve the Settlement or the request for fees and expenses. The Court will consider your views. To object, you must file with the Court, no later than **May 27, 2022**, a written statement saying that you object to the Settlement. The objection must identify the case known as *Kahn v. Gidwitz, et al.*, C.A. No. 2021-0103-PAF and must include: (i) 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; (ii) a written notice if the objector and/or the objector's counsel intends to appear at the Settlement Hearing; (iii) a statement setting forth all of such person's objections to any matters before the Court and the grounds for such objections and the reasons that such person desires to appear and be heard; (iv) documentation evidencing proof of membership in the Class; and (v) all documents or writings such person desires the Court to consider. To file with the Court, you must either have an electronic filing account or mail or hand deliver your papers to the Register in Chancery, Court of Chancery, 500 North King Street, Wilmington, Delaware 19801. Objections must also be served by e-filing through File & ServeXpress and by hand or first class mail or overnight mail so that they are received no later than **May 27, 2022** by the following counsel of record:

COOCH AND TAYLOR, P.A.

Carmella P. Keener
The Nemours Building
1007 North Orange Street, Suite 1120
Wilmington, DE 19801

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

Susan W. Waesco
1201 N. Market Street
Wilmington, DE 19801

An objector is not required to attend the Settlement Hearing. However, any objector wishing to be heard orally, either individually or through counsel of their own choice, is required to indicate in their written objection their intention to appear at the Settlement Hearing.

12. Do I have to come to the hearing?

No. Plaintiff's Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you submit any objection, you don't have to come to Court to talk about it. As long as you filed and served your written objection with the proper documentation and in the manner described above on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

Unless the Court orders otherwise, any person who fails to object in the manner described above shall be deemed to have waived and forfeited any and all rights they may otherwise have to object to the Settlement and/or request by Plaintiff's Counsel for an award of attorneys' fees and expenses (including any right of appeal) and shall be forever barred from raising such objection in the Action or any other action or proceeding. Class Members who do not object need not appear at the Settlement Hearing or take any other action to indicate their approval.

13. Are there more details about the Settlement?

This Notice summarizes the Settlement. For more detailed information about the matters involved in the Lawsuit, you are referred to the papers on file in the Lawsuit, which may be inspected during regular business hours of each business day 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. Copies of the Stipulation and any related orders entered by the Court will also be posted at www.rg2claims.com/continentalmaterials.html. All questions about this Notice should be directed to the Administrator by visiting the website at www.rg2claims.com/continentalmaterials.html, or by emailing info@re2claims.com, or calling 1-866-742-4955.

14. How do I get more information?

You can call the Settlement Administrator toll-free at 1-866-742-4955; write to Continental Materials Corporation Stockholder Litigation, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479, email the Administrator at info@rg2claims.com; contact Jennifer Sarnelli of Gardy & Notis, LLP (one of Plaintiff's Counsel) at 212-905-0509 or jsarnelli@gardylaw.com; or visit www.rg2claims.com/continentalmaterials.html, where you will find answers to common questions about the Settlement. PLEASE DO NOT CALL OR WRITE THE COURT.

Questions? Visit: www.rg2claims.com/continentalmaterials.html.

Email: info@rg2claims.com. Call: 1-866-742-4955.

NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS

If you held CMC common stock for the beneficial interest of a person or entity other than yourself that was exchanged into the right to receive \$9.50 cash per share in connection with the Tender Offer and subsequent offering period that expired on April 17, 2020 and/or exchanged into the right to receive \$9.50 cash per share in connection with the Merger consummated on October 14, 2020, you must either (i) within ten (10) calendar days of receipt of this Notice, request from the Administrator sufficient printed copies of the Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of the printed copies forward them to all such beneficial owners; or (ii) within ten (10) calendar days of receipt of this Notice, provide a list of the names and addresses of all such beneficial owners to RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479, or by email to info@rg2claims.com. If you choose the second option, the Administrator will send copies of the Notice to such beneficial owners. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred, by providing the Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice may also be obtained at www.rg2claims.com/continentalmaterials.html, or by contacting the Administrator at info@rg2claims.com or 1-866-742-4955.

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