IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

NANCY FRANK, AS TRUSTEE OF THE FRANK TRUST, On Behalf of Herself and All Others Similarly Situated, Plaintiff, v. MICHAEL MULLEN, Defendant.	C.A. No. 2023-0381-PAF

ORDER AND FINAL JUDGMENT

WHEREAS, a putative class action is pending in this Court, styled *Nancy Frank, as Trustee of The Frank Trust, on Behalf of Herself and All Others Similarly Situated v. Michael Mullen*, C.A. No. 2023-0381-PAF (the "Action");

WHEREAS, a Stipulation and Agreement of Settlement, Compromise, and Release Between Plaintiff and Defendant dated as of June 10, 2026 (together with all Exhibits thereto) (the "Stipulation") has been entered into by and between Plaintiff The Frank Trust, as successor-in-interest to Richard Frank and by and through its duly authorized trustee in the above-captioned matter ("Plaintiff"), on the one hand, and Defendant Michael Mullen ("Defendant" and, together with Plaintiff on behalf of itself and the putative Class, the "Settling Parties"), on the other;

WHEREAS, the Stipulation provides for a settlement, subject to the approval of this Court, reached between the Settling Parties and for dismissal of the Action with prejudice as against Defendant and the release of all Released Claims against Defendant and the Released Defendant Parties upon the terms and conditions set forth in the Stipulation (the "Settlement"); and

WHEREAS, the Settling Parties have consented and submitted to the jurisdiction of this Court in connection with the Settlement;

WHEREAS, by Order dated July 27, 2026 (the "Scheduling Order"), this Court: (i) preliminarily certified the Class solely for purposes of effectuating the Settlement; (ii) ordered that 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 the Fee and Expense Award and/or Incentive Award; and (iv) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, the Court conducted a hearing on November 16, 2026 (the "Settlement Hearing") to consider, among other things: (i) whether the Class (defined below) should be permanently certified by the Court; (ii) whether the Plaintiff would be finally appointed as representative for the Class and Monteverde & Associates PC and Kahn Swick & Foti, LLC finally appointed as Class Counsel, and whether Plaintiff and Class Counsel had adequately represented the interests of

the Class; (iii) whether the terms and conditions of the Settlement were fair, reasonable, and adequate to the Class, and should therefore be approved; (iv) whether a Judgment should be entered dismissing the Action with prejudice as against Defendant and releasing all Released Plaintiff's Claims against Defendant and the Released Defendant Parties; (v) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; and (vi) whether the Fee and Expense Award and Incentive Award should be approved; and

WHEREAS, it appearing that due notice of the Settlement Hearing has been given in accordance with the Scheduling Order; the Settling Parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in support of the proposed Settlement, Plan of Allocation, and the Fee and Expense Award and/or Incentive Award; the attorneys for the respective Settling Parties having been heard; an opportunity to be heard having been given to all other Persons requesting to be heard in accordance with the Scheduling Order; the Court having determined that 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. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Judgment.

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 the Settling Parties and each of the Class Members, and it is further determined that Plaintiff, Defendant, and the Class, as well as their transferees, heirs, executors, successors, and assigns, are bound by this Judgment.

3. The mailing 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 is hereby determined to be the best notice practicable under the circumstances and in full compliance with Court of Chancery Rule 23, the requirements of due process, and all other applicable law and rules.

4. The Court hereby finally certifies, for purposes of the Settlement only, the Action as a non-opt out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), on behalf of the following class (the "Class"):

> Any and all record holders and beneficial owners of common stock of National Holdings Corporation who held or owned such stock at any time during the period beginning on and including February 9, 2021 through and including the date of consummation of the Merger (February 25, 2021), and who had their shares exchanged for $3.25 in cash per share in the Merger tender offer, including 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 or entity 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, transferees, and assigns. Excluded from the Class are Defendant, BRF, and Bryant Riley; their immediate family members, any entity in which they had a controlling interest, and any successors-in-interest thereto.

5. The Court hereby finally appoints Plaintiff The Frank Trust, as successor-in-interest to Richard Frank and by and through its duly authorized trustee in the above-captioned matter, as Class Representative for the Class and finally appoints Monteverde & Associates PC and Kahn Swick & Foti, LLC, as Class Counsel. The Court finds that 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.

6. 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 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 Defendant, and, as a practical matter, the disposition of the Action as against Defendant would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Class Members; and (f) Defendant is alleged to have engaged in conduct generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

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

8. Pursuant to Court of Chancery Rule 23, this Court fully and finally approves the Settlement in all respects, and 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 Judgment.

9. The terms of the Stipulation and of this Judgment shall be binding upon and inure to the benefit of the Settling Parties and the Released Defendant Parties.

10. Upon the Effective Date, as set forth in the Stipulation, 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 the Released Defendant Parties from and with respect to every one of the Released Plaintiff's Claims, and regardless of whether a Class Member executes and delivers a Proof of Claim and Release, shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiff's Claims against any of the Released Defendant Parties.

11. Upon the Effective Date, Defendant, on behalf of himself and any and all of his 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 the Released Plaintiffs from and with respect to every one of the Released Defendant's Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or

continuing to prosecute any Released Defendant's Claims against any of the Released Plaintiffs.

12. The Settling Parties represent and agree that the terms of the Settlement were negotiated at arm's-length and in good-faith, with the assistance of mediator Jed Melnick, and reflects a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

13. Plaintiff's Counsel is hereby awarded a Fee and Expense Award in the sum of $ 1,087,500.00, inclusive of expenses and a $5,000 Incentive Award to the Plaintiff, which sum the Court finds to be fair and reasonable. The Fee and Expense Award shall be paid solely from the Settlement Fund, and any Incentive Award shall be paid from and out of the Fee and Expense Award. 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, costs, or expenses in any other jurisdiction from Defendant.

14. 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. When ready, Class

Counsel are hereby authorized to direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Eligible Class Members in accordance with the Plan of Allocation stated in the Notice, without further order of this Court.

15. The binding effect of this Judgment and the obligations of Plaintiff, Class Members, and Defendant under the Settlement shall not be conditioned upon or subject to the resolution of any appeal from this Judgment that relates solely to the issue of attorneys' fees, costs, and expenses or to any plan of allocation.

16. The Settling Parties and all Class Members shall be and are deemed bound by the Stipulation and this Judgment. This Judgment, including the release of all Released Plaintiff's Claims against all the Released Defendant 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 Defendant Parties. No Class Member or any other Person shall have any claim against Defendant or any Released Defendant Party for any additional recovery arising out of or relating to the Action or the Released Plaintiff's Claims beyond the amounts, if any, distributed from the Settlement Fund.

17. If the Settlement is terminated as provided in the Stipulation or the Effective Date otherwise fails to occur, (a) this 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 Settling Parties shall be deemed to have

reverted to their respective litigation statuses as of immediately prior to the execution of the Memorandum of Understanding on April 30, 2026, and they shall proceed in all respects as if the Memorandum of Understanding and the Stipulation had not been executed and any related orders had not been entered; (d) all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way; (e) the statements made in connection with the negotiation of the Settlement, Memorandum of Understanding, or the Stipulation shall not be deemed to prejudice in any way the positions of any of the Settling Parties with respect to the Action, or to constitute an admission of fact of wrongdoing by any Settling Party, shall not be used or entitle any Settling Party to recover any fees, costs, or expenses incurred in connection with the Action; and (f) no materials created by or received from another Settling Party that were used in, obtained during, or related to settlement discussions shall be admissible for any purpose in any court or 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.

18. Neither the Memorandum of Understanding, the Stipulation, nor 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 Settling Party of any wrongdoing, fault, liability, or damages whatsoever, which are

expressly denied and disclaimed by each Settling Party. Neither the Memorandum of Understanding, 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 Defendant or the Released Defendant 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 Defendant or the Released Defendant 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 Defendant or the Released Defendant 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 Defendant had meritorious defenses, or that damages recoverable from Defendant 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 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 Judgment has res judicata, collateral estoppel, including any claims that could have been asserted, or other issue or claim preclusion effect, to otherwise consummate or enforce the Stipulation, Settlement, and/or this 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 Court order, the Settling Parties may agree in writing to reasonable extensions of time to carry out any provisions of the Stipulation.

20. Without further order of the Court, the Settling Parties may agree to and adopt such amendments, modifications, and expansions of the Stipulation and/or any of the Exhibits attached thereto to effectuate the Settlement that are not materially inconsistent with this Judgment.

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

22. All claims asserted in the Action against Defendant are hereby dismissed with prejudice, on the merits, and without fees, costs, or expenses.

Dated: November 16, 2026

Vice Chancellor Paul A. Fioravanti, Jr.