

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

**SCHUFF INTERNATIONAL, INC.) CONSOLIDATED
STOCKHOLDERS LITIGATION) C.A. NO. 10323-VCZ**

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

This Stipulation and Agreement of Compromise, Settlement, and Release (this “Stipulation”), dated May 8, 2020, is entered into by and between (i) lead plaintiff Mark Jacobs (“Plaintiff” or “Jacobs”), on his own behalf and on behalf of the Class,¹ (ii) defendant D. Ronald Yagoda (“Yagoda” and, together with defendant Phillip O. Elbert (“Elbert”), the “Special Committee”), (iii) defendants James Rustin Roach (“Roach”) and Michael R. Hill (“Hill,” and, together with Roach, the “Management Directors”), and (iv) defendants Philip A. Falcone (“Falcone”), Keith M. Hladek (“Hladek”), Paul Voigt (“Voigt”), and HC2 Holdings, Inc. (“HC2”) (collectively, the “HC2 Defendants,” and along with the Special Committee and Management Directors, the “Defendants,” and together with Plaintiff, the “Parties”), in the action captioned *Schuff International, Inc. Stockholders Litigation*, Consol. C.A. No. 10323-VCZ (the “Action”), all by and through their respective undersigned counsel.

¹ Capitalized terms not otherwise defined herein have the meanings provided in Paragraph 1.

This Stipulation sets forth all of the terms and conditions of the settlement and resolution of the Action (the “Settlement”) and is intended by the parties hereto to resolve, discharge, and settle fully, finally, and forever all Released Claims as against the Released Parties, subject to the approval of the Court of Chancery (the “Court”), pursuant to Court of Chancery Rule 23.

Background of the Settlement

A. By stock purchase agreement dated May 12, 2014, HC2 purchased 2,500,000 shares of the common stock of DBM Global, Inc. (then known as Schuff International, Inc.) (“DBMG”) from DBMG’s CEO, co-founder, and majority stockholder for \$31.50 per share, which made HC2 the owner of approximately 60% of DBMG’s outstanding shares of common stock.

B. On May 30, 2014, HC2 purchased 198,411 shares of DBMG common stock from Jefferies, LLC, which raised HC2’s ownership of the outstanding shares of common stock of DBMG to approximately 65%.

C. During June and July 2014, DBMG repurchased 327,664 shares of DBMG common stock from its current and former executives, which raised HC2’s ownership of the outstanding shares of common stock of DBMG to approximately 70%.

D. On June 2, 2014, three directors designated by HC2 joined the Board.

E. On August 11, 2014, HC2 informed DBMG that it intended to make a tender offer at \$31.50 per share for all outstanding shares of DBMG common stock that it did not already own (the “2014 Tender Offer”).

F. On August 15, 2014, the Board formed the Special Committee, which consisted of directors who were not officers or employees of HC2 or DBMG, to evaluate the 2014 Tender Offer and communicate with DBMG stockholders regarding the 2014 Tender Offer.

G. By letter dated August 19, 2014, the Special Committee requested changes to the HC2 2014 Tender Offer materials, and HC2 subsequently made the requested changes.

H. On August 21, 2014, HC2 distributed the 2014 Tender Offer materials to DBMG’s stockholders and announced that the 2014 Tender Offer would close on September 19, 2014.

I. On September 5, 2014, the Special Committee (i) informed DBMG’s stockholders by letter that the Special Committee took no position regarding the 2014 Tender Offer, and (ii) explained the Special Committee’s reasons for taking no position.

J. On September 22, 2014, HC2 extended the 2014 Tender Offer through September 29, 2014.

K. On September 26, 2014, the Special Committee informed DBMG's stockholders by letter of a new, large project obtained by DBMG and disclosed to DBMG's stockholders that the Special Committee continued to take no position regarding the 2014 Tender Offer.

L. On September 30, 2014, HC2 extended the 2014 Tender Offer through October 6, 2014.

M. On October 6, 2014, the 2014 Tender Offer closed and on October 7, 2014, HC2 accepted for purchase 721,124 shares of DBMG common stock, which increased HC2's ownership of outstanding shares of DBMG common stock to approximately 88.69%. The Special Committee members tendered their shares of DBMG common stock in the 2014 Tender Offer, as did the members of DBMG's senior management.

N. In October 2014, HC2 acquired an additional 72,819 shares of DBMG common stock, which increased HC2's ownership of outstanding shares of DBMG common stock above 90%. During November 2014 through November 2017, HC2 acquired an additional 73,465 shares of DBMG common stock, which increased HC2's ownership of outstanding shares of DBMG common stock to approximately 92.5%. HC2 acquired 3,565,819 shares of DBMG common stock during May 2014 through November 2017 at a weighted average price of \$31.58 per share.

O. On November 6, 2014, Jacobs filed a complaint challenging the 2014 Tender Offer and a potential short-form merger between HC2 and DBMG in the matter styled *Jacobs v. Falcone*, C.A. No. 10323-VCL (Del. Ch.).

P. On November 13, 2014, Jacobs served a First Request for Production of Documents on Defendants.

Q. On November 17, 2014, Arlen Diercks (“Diercks”) filed a complaint challenging the 2014 Tender Offer and a potential short-form merger between HC2 and DBMG in the matter styled *Diercks v. Schuff International, Inc.*, C.A. No. 10359-VCL (Del. Ch.).

R. In December 2014, Diercks and Jacobs both moved for consolidation of the two cases and for their respective appointment as lead plaintiff and their counsel as lead counsel. On February 19, 2015, the Court consolidated the Jacobs and Diercks actions into the Action and appointed Jacobs as lead plaintiff and his counsel as lead counsel. The Court designated the complaint filed by Jacobs as the operative complaint.

S. On March 17, 2015, HC2 received a valuation analysis from a third party advisor that implied a per-share value for DBMG of \$68.99 per share as of December 31, 2014.

T. On April 8, 2015, the Court entered, with modification, the Parties' stipulated Order Governing the Production and Exchange of Confidential and Highly Confidential Information.

U. On June 2, 2015, Plaintiff served a Second Request for Production of Documents on Defendants.

V. During May 2015 through November 2016, Defendants and third parties produced more than 109,000 pages of documents and also served written interrogatories and responses.

W. On July 30, 2015, Defendants Falcone, Hladek, Voigt, Hill, Roach, Yagoda, Elbert, and HC2 answered the operative complaint.

X. On October 29, 2015, the Parties entered into a Pre-Trial Scheduling Order, which the Court granted with modifications the following day.

Y. On October 30, 2015, DBMG was voluntarily dismissed as a defendant in the Action.

Z. On November 20, 2015, the Parties entered into an Amended Pre-Trial Scheduling Order, which the Court granted with modifications the same day.

AA. On December 30, 2015, HC2 contributed 41,600 DBMG common shares to an affiliate, Continental General Insurance Company ("Continental"), at an implied value of \$74.48 per share. Also on December 30, 2015, HC2

contributed 40,300 DBMG common shares to an affiliate, United Teacher Associates Insurance Company, at an implied value of \$74.48 per share.

BB. On June 6, 2016, Plaintiff noticed the depositions of Elbert, Falcone, Hill, Hladek, Roach, Voigt, and Yagoda.

CC. On June 13, 2016, Plaintiff served his First Request for Admissions on Defendants.

DD. On July 12, 2016, the Parties entered into a Second Amended Pre-Trial Scheduling Order, which the Court granted with modifications the same day.

EE. Effective September 1, 2016, Schuff International, Inc. was renamed DBM Global, Inc.

FF. On September 15, 2016, the Court granted, with modifications, the Parties' stipulated Third Amended Pre-Trial Scheduling Order.

GG. On October 20, 2016, Plaintiff filed a motion for class certification and an opening brief in support thereof.

HH. On December 9, 2016, the HC2 Defendants deposed Plaintiff.

II. Shortly thereafter, beginning in December 2016, Plaintiff's Counsel and Defendants' Counsel engaged in extensive arms'-length discussions and negotiations regarding a potential resolution of the claims asserted in the Action. On February 24, 2017, the Parties agreed to a tentative framework for the potential settlement of the Action (the "February 2017 Settlement Framework").

JJ. On January 11, 2017, the Court entered, with modification, the Parties' stipulated Fourth Amended Pre-Trial Scheduling Order.

KK. On March 27 through March 29, 2017, Plaintiff's Counsel deposed Yagoda, Roach, and Hladek.

LL. Thereafter, on June 7, 2017, Plaintiff informed Defendants that he had determined not to proceed with the February 2017 Settlement Framework.

MM. On July 11, 2017, Plaintiff provided Defendants with a draft amended complaint and stated that he had determined to proceed with the Action. Plaintiff's draft amended complaint alleged, among other things, that HC2 wrongfully failed to close a short-form merger promptly after the 2014 Tender Offer, the 2014 Tender Offer was at an unfair price and involved an unfair process, Defendants (other than HC2) lacked independence from HC2, the actions taken by the Special Committee in connection with the 2014 Tender Offer were inadequate, and the disclosures regarding the 2014 Tender Offer were inadequate and misleading.

NN. During July 2017 through August 2018, Plaintiff's Counsel and Defendants' Counsel continued to engage in intermittent arms'-length discussions and negotiations regarding a potential resolution of the claims asserted in the Action.

OO. On February 14, 2018, HC2 sold 20,800 DBMG common shares to Continental for \$132.21 per share.

PP. On August 6, 2018, the Parties agreed to a new framework for the potential settlement of the Action. During August 2018 through February 2019, the Parties engaged in further discovery. On September 21, 2018, Plaintiff served subpoenas on third parties Duff & Phelps, LLC and Deutsche Bank Securities, Inc. Through additional document discovery requested by Plaintiff, Plaintiff received more than 3,300 pages of additional documents, including, without limitation: DBMG's periodic financial statements since the close of the 2014 Tender Offer; materials regarding a potential sale process for DBMG; quarterly estimates of DBMG's value prepared by Duff & Phelps, LLC for HC2; one-year and five-year financial projections prepared by DBMG's management; certain documents regarding private agreements between HC2 and third parties regarding the purchase of DBMG shares other than as provided in the 2014 Tender Offer; and additional non-privileged documents requested by Plaintiff. Plaintiff also deposed Philip Falcone, Chairman and Chief Executive Officer of HC2, on November 29, 2018 and Paul Voigt, HC2's former Managing Director of Investments, on February 20, 2019.

QQ. On April 2, 2019, Plaintiff and Defendants agreed in principle to settle the Action, subject to agreement on definitive settlement documentation. Thereafter, Defendants produced additional documents to Plaintiff including

financial statements, valuation presentations prepared for HC2 relating to DBMG between March 2015 and October 2019, and certain financial projections.

RR. On July 19, 2019, Elbert died.

SS. On November 15, 2019, Plaintiff filed a Stipulation and Agreement of Compromise, Settlement, and Release that provided for a global settlement and the dismissal of the Action with prejudice (the “Original Settlement Agreement”). The Original Settlement Agreement provided for a payment to the Tendered Stockholders of \$35.95 per share, less the per share amount of any fee and expense award allocated to the Tendered Stockholders, a portion of which would have been paid by DBMG. The Original Settlement Agreement also provided for a tender offer by DBMG for all of the Non-Tendered Stockholders Shares (the “Settlement Tender Offer”) whereby the Non-Tendered Stockholders would have had the right (but not the obligation) to tender their Non-Tendered Stockholders Shares for a net settlement tender offer payment of \$67.45 per share, less the per share amount of any fee and expense award allocated to the Non-Tendered Stockholders. In exchange for this settlement consideration, the Released Parties would have received full releases of the Released Claims.

TT. On January 14, 2020, Plaintiff filed a brief in support of the Original Settlement Agreement and an amended complaint reflecting Plaintiff’s then-current allegations in the Action. On January 24, 2020, two DBMG stockholders,

Fair Value Investments, Inc. (the holder of 10 DBMG shares) and AB Value Partners, L.P. (the holder of 34,394 DBMG shares) (collectively, “Objectors”), served objections to the Original Settlement Agreement. Objectors claimed to represent 71.5% of the Non-Tendered Stockholders Shares in the aggregate. Objectors asserted, among other things, that (1) the Original Settlement Agreement should have excluded the Non-Tendered Stockholders from the Class or, alternatively, permitted the Non-Tendered Stockholders who did not participate in the Settlement Tender Offer to opt out of the Class without providing a release; (2) Plaintiff did not aggressively pursue discovery in support of the Non-Tendered Stockholders’ claims; (3) the scope of the settlement release provided for in the Original Settlement Agreement was improperly broad because (among other things) it included the release of derivative claims, unknown claims, and claims related to the implementation of the Original Settlement Agreement and the Settlement Tender Offer; and (4) the releases required to access a virtual data room containing information concerning the value of DBMG were unduly restrictive and created an informational disadvantage for the Non-Tendered Stockholders.

UU. On February 3, 2020, Plaintiff and three of the HC2 Defendants filed briefs addressing each of Objectors’ objections to the Original Settlement Agreement. Among other things, these briefs argued that (1) Plaintiff was a Non-Tendered Stockholder who aggressively litigated the case on behalf of both the

Tendered Stockholders and Non-Tendered Stockholders; (2) the Original Settlement Agreement properly gave the Non-Tendered Stockholders the opportunity to liquidate their shares of DBMG common stock for the same value received by the Tendered Stockholders; (3) HC2, through its insurance and indirectly through its 92.5% equity ownership of DBMG, would bear nearly all of financial burdens of the Original Settlement Agreement; (4) DBMG would receive benefits as a result of the Original Settlement Agreement that far outweighed any burdens it would assume; (5) the scope of the proposed settlement release was customary and proper; and (6) the scope of the releases required to access the materials in the virtual data room was proper.

VV. On February 13, 2020, the Court held a settlement hearing to consider whether to approve the Original Settlement Agreement pursuant to Court of Chancery Rule 23. At the settlement hearing, the Court raised five primary issues: (1) whether the proposed class period, which included stockholders who did not own DBMG common stock at the time of the 2014 Tender Offer, might be overbroad; (2) whether Plaintiff was an adequate class representative for the Non-Tendered Stockholders in light of the objections to the Original Settlement Agreement by stockholders representing a supermajority of the Non-Tendered Stockholders Shares; (3) why DBMG was funding directly the Settlement Tender Offer and a portion of the payment to the Tendered Stockholders, while HC2 was

funding these payments indirectly through its insurance and 92.5% ownership of DBMG; (4) the lack of information in the Parties' settlement presentations regarding the terms under which DBMG became obligated to make certain payments under the Original Settlement Agreement; and (5) whether the Non-Tendered Stockholders were receiving sufficient consideration for their releases. The Court asked the Parties whether they wished to have the Court decide whether to approve the Original Settlement Agreement as presented to the Court or whether the Parties would prefer to consider a revised settlement framework. The Parties requested additional time to consider a revised settlement framework.

WW. After the settlement hearing on February 13, 2020, potential revisions to the Original Settlement Agreement were negotiated and options to address the issues raised by the Court at the settlement hearing were discussed.

XX. The Board (consisting of defendants Falcone, Yagoda, Roach and Hill, and non-parties A.J. Stahl (Vice President-Investments of HC2), Michael Sena (Chief Financial Officer of HC2) and Paul J. Hurley) approved on May 8, 2020 the payment by DBMG of approximately \$8.055 million of the total Gross Tender Payment. The board of directors of HC2 (consisting of defendant Falcone and nonparties Warren H. Gfeller, Wayne Barr, Jr., Robert V. Leffler, Jr., Lee S. Hillman and Julie Totman Springer) approved the Settlement on May 8, 2020.

YY. The Settlement set forth herein reflects the results of these negotiations (the “Revised Settlement Framework”). Counsel for the parties hereto have concluded that the terms and conditions contained in this Stipulation are fair, reasonable, adequate, and in the best interests of Plaintiff, the Class, and Defendants, and that it is reasonable to settle the Action based upon the procedures, the substantial benefits, and the protections contained herein. In connection with settlement discussions and negotiations, counsel for the parties hereto did not address the amount of any application by Plaintiff’s Counsel for an award of attorneys’ fees and expenses, or an incentive award to Plaintiff, prior to reaching agreement on all substantive terms and conditions of the Settlement.

ZZ. No Tendered Stockholders objected to the Original Settlement Agreement, which provided for a payment to the Tendered Stockholders of \$35.95 per share, less the per share amount of any fee and expense award allocated to the Tendered Stockholders, a portion of which would have been paid by DBMG. Further, the Court and Objectors expressed no concerns or objections at the February 13, 2020 settlement hearing regarding the amount of this proposed settlement payment to the Tendered Stockholders under the Original Settlement Agreement. Accordingly, the Revised Settlement Framework maintains the same Gross Tender Payment of \$35.95 per share to the Tendered Stockholders—for a total payment of approximately \$20.44 million—of which (1) approximately

\$12.39 million will be funded by HC2's Insurers (and thereby indirectly by HC2) and (2) approximately \$8.055 million will be funded by DBMG (and thereby indirectly by HC2 through its 92.5% equity ownership of DBMG). HC2 expects that DBMG will fund the approximately \$8.055 million by borrowing that amount under the DBMG Financing. In the event the Settlement receives Final Approval, (i) HC2 will transfer approximately \$12.39 million that it receives from HC2's Insurers to DBMG's paying agent for payment to the Tendered Stockholders and Plaintiff's Counsel; (ii) HC2 expects that DBMG will borrow and HC2 will cause DBMG to transfer to DBMG's paying agent approximately \$8.055 million for payment to the Tendered Stockholders and Plaintiff's Counsel; and (iii) HC2 will transfer \$1,016,060 to DBMG's paying agent for payment to the Non-Tendered Stockholders.

AAA. The Court and Objectors expressed concerns and objections, respectively, at the February 13, 2020 settlement hearing regarding the effect of the Original Settlement Agreement on the Non-Tendered Stockholders due to, among other things, the relationship between the price to be offered in the Settlement Tender Offer and the potential intrinsic value of DBMG, the indirect burden the Non-Tendered Stockholders would bear as a result of DBMG's proposed funding obligations, and the fact that DBMG would fund portions of the settlement directly while HC2 would fund these payments indirectly through its insurance and 92.5%

ownership of DBMG. To address these concerns and objections relating to the interests of the Non-Tendered Stockholders, the Revised Settlement Framework does not include the Settlement Tender Offer and provides for the HC2 Offset Payment, the HC2 Interest Offset Payment, and the HC2 Release Payment, which are further described below.

BBB. Under the Revised Settlement Framework, HC2 will fund two payments to the Non-Tendered Stockholders. First, HC2 will fund one payment to offset the potential indirect financial impact on the Non-Tendered Stockholders of DBMG's funding obligations in the Settlement in light of the Non-Tendered Stockholders' 7.52% ownership of DBMG (the "HC2 Offset Payment" and the "HC2 Interest Offset Payment"). Based on the potential DBMG borrowing of approximately \$8.055 million through the DBMG Financing to fund the Gross Tender Payment in the Settlement, the Non-Tendered Stockholders arguably would indirectly be impacted by \$726,158 of principal, fees, and interest in such borrowing.² To eliminate any potential indirect financial impact upon the Non-

² Given the Non-Tendered Stockholders' 7.52% ownership of DBMG (i.e., 289,902 Non-Tendered Stockholders Shares divided by 3,855,721 DBMG shares outstanding), the Non-Tendered Stockholders arguably have an indirect financial interest of \$605,648 in the approximately \$8.055 million principal amount of the DBMG Financing. This 7.52% ownership also arguably gives the Non-Tendered

Tendered Stockholders in connection with the potential DBMG Financing, HC2 will pay the \$726,158 total amount of the HC2 Offset Payment and the HC2 Interest Offset Payment to the Non-Tendered Stockholders—or \$2.51 per share.

CCC. The second payment by HC2 is in exchange for a full release of claims by the Non-Tendered Stockholders related to the Action and the implementation of the Settlement under the Revised Settlement Framework. HC2 will fund \$289,902 in release payments to the Non-Tendered Stockholders—or \$1.00 per share (the “HC2 Release Payment”).

DDD. The Settlement requires HC2 to fund directly total offset and release payments of \$1,016,060—or \$3.51 per share—to the Non-Tendered Stockholders. The Settlement also requires HC2 to transfer approximately \$12.39 million from HC2’s Insurers to DBMG’s paying agent for the settlement payment to the Tendered Stockholders. Since HC2 is the 92.5% stockholder of DBMG, and taking into account the HC2 Offset Payment and HC2 Interest Offset Payment, HC2 is indirectly funding the approximately \$8.055 million balance of the total payment of approximately \$20.44 million to the Tendered Stockholders. In sum,

Stockholders an indirect financial interest of \$120,510 in the fees and interest DBMG is expected to pay prior to the October 1, 2021 maturity date for the DBMG Financing. Accordingly, the total amount of the HC2 Offset Payment and the HC2 Interest Offset Payment is \$726,158.

HC2 and HC2's Insurers are bearing, directly and indirectly, the entirety of the approximately \$21.36 million to be paid as settlement consideration.

EEE. HC2 free cashflow is entirely earmarked for operations and debt service. Further, substantial restrictions in HC2's debt agreements make it impracticable for HC2 to make the Settlement payments to the Tendered Stockholders. Because HC2 does not have access to sufficient unrestricted funds to make Settlement-related payments to the Tendered Stockholders, HC2 is funding the Settlement indirectly through DBMG (92.5% of which is owned by HC2) to pay approximately \$8.055 million to the Tendered Stockholders. HC2 has sufficient unrestricted funding to offset the potential impact on the Non Tendered Stockholders of DBMG directly funding the approximately \$8.055 million payment. Accordingly, HC2 will use its funds to make the HC2 Offset and Interest Offset Payments to the Non-Tendered Stockholders directly.

FFF. Plaintiff asserts that he has brought his claims in good faith and continues to believe that his claims have legal merit, and the entry by Plaintiff into this Stipulation is not an admission as to the lack of any merit of any claims asserted in the Action. In negotiating and evaluating the terms and conditions of this Stipulation, Plaintiff's Counsel considered: (1) the strengths and weaknesses of Plaintiff's claims; (2) the legal and factual defenses of Defendants; (3) the time and expense that would be incurred by further litigation; (4) the uncertainties

inherent in, and risks attendant to, litigation; (5) the desirability of permitting the Settlement to be consummated as provided by the terms and conditions of this Stipulation; and (6) the Court's concerns about the terms of the Original Settlement Agreement. Plaintiff believes that the terms and conditions contained in this Stipulation are fair, reasonable, adequate, and in the best interests of the Class and that it is reasonable to pursue the settlement of the Action before the Court based upon the terms and conditions outlined herein and the benefits and protections offered hereby, and wishes to document his agreement in this Stipulation.

G.G.G. The entry into this Stipulation by the Defendant parties hereto is not an admission as to the merit of any claims asserted in the Action. The Defendant parties hereto maintain that no breach of fiduciary duty occurred. The Defendant parties hereto further maintain that they have denied, and continue to deny: (1) all allegations of wrongdoing, fault, liability, or damage to Plaintiff, DBMG, or the Class; (2) that they engaged in any wrongdoing; (3) that they committed any violation of law or aiding and abetting any violation of law; (4) that the Special Committee's September 2014 letters to DBMG stockholders or any public disclosures were in any way deficient; (5) that the process by which the 2014 Tender Offer was effectuated was insufficient in any way; (6) that the price paid to DBMG stockholders in connection with the 2014 Tender Offer was insufficient in any way; and (7) that they acted improperly in any way. The Defendant parties

hereto believe that they acted properly at all times, that the Action has no merit, and that they have committed no disclosure violations or any other breach of duty whatsoever, but wish to enter into the Settlement solely because they consider it desirable that the Action be settled to, among other things: (i) eliminate the burden, inconvenience, expense, risk, and distraction to Defendants of further litigation, and (ii) finally put to rest and terminate all the claims that were or could have been asserted in the Action against the Released Defendant Parties. HC2 also has denied vigorously since the outset of the Action that the claims raised by the Non-Tendered Stockholders have any factual or legal merit, has denied that the Non-Tendered Stockholders suffered any damages and has asserted that the Non-Tendered Stockholder claims are not supported by any authority. Following extensive and vigorous negotiations with Plaintiff's Counsel, HC2 has agreed to make the HC2 Release Payment solely to support the release of claims by the Non-Tendered Stockholders under the Revised Settlement.

* * *

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by (i) Plaintiff, individually and on behalf of the Class, and (ii) the Defendant parties hereto, by and through their attorneys of record and subject to the approval of the Court, that, pursuant to Court of Chancery Rule 23 and the other terms and conditions set forth herein, for the good and valuable

consideration set forth herein to be conferred on Plaintiff and the Class, the sufficiency of which is hereby acknowledged, the Action shall be fully, finally, and forever settled, compromised, and dismissed on the merits with prejudice as to Defendants (and without fees, costs, or expenses to any Party or any of its attorneys, experts, advisors, agents, or representatives, except as provided herein), and the Released Claims shall be fully, finally, and forever settled, compromised, and dismissed as to the Released Parties in the manner and upon the terms and conditions hereafter set forth.

Definitions

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

(a) “Board” means the board of directors of DBMG as constituted from time to time.

(b) “Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized to be closed in New York, New York.

(c) “Class” means a non-opt-out class consisting of any and all record and beneficial owners of outstanding shares of DBMG common stock who held such stock at any time during the Class Period, including, without limitation, any and all of their respective successors-in-interest, successors, predecessors-in-

interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, 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, but excluding the Excluded Persons.

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

(e) “Class Period” means May 12, 2014 through and including the close of business on May 8, 2020.

(f) “DBMG Financing” means all aspects of the authorization and borrowing by DBMG of a principal amount of approximately \$8.055 million pursuant to the Second Amendment to Financing Agreement, dated as of April 9, 2020, by and among DBMG, the Borrowers (as defined therein) party thereto, the Guarantors (as defined therein) party thereto, the Lenders (as defined therein) party thereto, and TCW Asset Management Company, as the Administrative Agent (as defined therein) and the Collateral Agent (as defined therein), made with reference to that certain Financing Agreement dated as of November 30, 2018, as amended by the First Amendment to Financing Agreement dated as of November 13, 2019, including the terms, conditions, provisions, negotiations, agreements, and uses in connection therewith.

(g) “Defendants’ Counsel” means counsel of record for the respective Defendants in the Action.

(h) “Effective Date” means the first Business Day following the date of Final Approval of the Settlement.

(i) “Excluded Persons” means: (1) Defendants; (2) the immediate family members of any Defendant; (3) any entity in which a Defendant has or during the Class Period had a controlling interest; (4) officers of DBMG; (5) directors and officers of HC2; and (6) the legal representatives, heirs, successors, transferees, or assigns of any such excluded person.

(j) “Final Approval” of the Settlement means that the Court has entered an Order and Final Judgment with no material modification to the [Proposed] Order and Final Judgment attached as Exhibit C hereto—certifying the Class, approving the Settlement, dismissing Defendants from the Action with prejudice on the merits and without fees, costs, or expenses to any Party (except those set forth in Paragraphs 2, 9, and 17 herein), providing for the releases set forth in Paragraphs 3–5 herein, and providing for the Bar Order described in Paragraph 14 herein—and that such Order and Final Judgment is final and no longer subject to further appeal or review, whether by affirmance on or exhaustion of any possible appeal or review, lapse of time, or otherwise; provided, however, and notwithstanding any provision to the contrary in this Stipulation, Final

Approval shall not include (and the Settlement is expressly not conditioned on) the award of attorneys' fees and the reimbursement of expenses or Plaintiff's incentive award as provided in Paragraphs 17–22 herein, and any appeal related thereto.

(k) “Gross Tender Payment” means \$35.95 for each of the Tendered Stockholders Shares. The total amount of the Gross Tender Payment is approximately \$20.44 million.

(l) “HC2's Insurers” means the directors and officers liability insurers for Defendants pursuant to policies purchased by HC2 prior to its initial investment in DBMG, as amended by HC2 and the insurers in May 2014 to include DBMG and DBMG's directors and officers as insured persons, and maintained by HC2 throughout the applicable period, as well as the insurers' respective parents, affiliates, predecessors-in-interest, predecessors, successors-in-interest, successors, transferees, and assigns.

(m) “HC2 Interest Offset Payment” means \$0.42 for each of the Non-Tendered Stockholders Shares. The total HC2 Interest Offset Payment amount is \$120,510.

(n) “HC2 Offset Payment” means \$2.09 for each of the Non-Tendered Stockholders Shares. The total HC2 Offset Payment amount is \$605,648.

(o) “HC2 Release Payment” means \$1.00 for each of the Non-Tendered Stockholders Shares. The total HC2 Release Payment amount is \$289,902.

(p) “Net Tender Payment” means the Gross Tender Payment, less the per share amount of the Fee and Expense Award allocated to the Tendered Stockholders. If the Court grants the full amount of the Fee and Expense Award (defined in Paragraph 17, below) to Plaintiff’s Counsel, the Net Tender Payment of \$25.76 per share will be distributed to the Tendered Stockholders.

(q) “Non-Tendered Stockholders” means Class Members who held outstanding shares of DBMG common stock at the close of the 2014 Tender Offer, did not tender those shares in the 2014 Tender Offer, and continue to hold their shares on the close of the date the Settlement is approved by the Court, along with their heirs, assigns, transferees, successors, and successors-in-interest. For the avoidance of doubt, the Non-Tendered Stockholders do not include the Excluded Persons.

(r) “Non-Tendered Stockholders Shares” means the shares of DBMG common stock outstanding at the close of the 2014 Tender Offer held by the Non-Tendered Stockholders that were not tendered in the 2014 Tender Offer and were not subsequently acquired by HC2. The Non-Tendered Stockholders Shares total 289,902 shares.

(s) “Order and Final Judgment” means the entry of an order by the Court in substantially the form as, and with no material modification to, the [Proposed] Order and Final Judgment attached as Exhibit C hereto.

(t) “Payments” means the Gross Tender Payment, the Net Tender Payment, the HC2 Offset Payment, the HC2 Interest Offset Payment, and the HC2 Release Payment.

(u) “Person” means any individual, corporation, partnership, limited liability company, association, affiliate, parent, subsidiary, joint stock company, estate, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

(v) “Plaintiff’s Counsel” means counsel of record for Plaintiff in the Action.

(w) “Released Claims” means the Released Defendant Claims and the Released Plaintiff Claims.

(x) “Released Defendant Claims” means any claims, complaints, liabilities, causes of action, or sanctions that have been or could have been asserted in the Action, or in any court, tribunal, forum, suit, action, or proceeding, by Defendants or any of their respective successors, transferees, and assigns against any of the Released Plaintiff Parties (including, without limitation, Unknown Claims), which arise out of or relate in any way to the institution, prosecution,

settlement, or dismissal of the Action; provided, however, that the Released Defendant Claims shall not include the right to enforce this Stipulation.

(y) “Released Defendant Parties” means, whether or not each or all of the following Persons were named, served with process, or appeared in the Action: (1) Defendants; (2) any Person that is or was related to or affiliated or associated with Defendants or in which any or all of them has or had a controlling interest; (3) DBMG; (4) the members of the Board; and (5) with respect to the individuals and entities set forth or described in (1), (2), (3), or (4), the respective past or present family members, spouses, heirs, trusts, trustees, executors, estates, foundations, administrators, beneficiaries, distributees, agents, employees, fiduciaries, partners, control persons, partnerships, general or limited partners, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, shareholders, stockholders, principals, officers, managers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, transferees, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, financing sources, lenders, commercial bankers, attorneys (including, without limitation, Defendants’ Counsel), personal or legal

representatives, accountants, tax advisors, insurers, co-insurers, reinsurers, and associates, of each and all of the foregoing.

(z) “Released Parties” means the Released Defendant Parties and the Released Plaintiff Parties.

(aa) “Released Plaintiff Claims” means (1) any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, diminutions in value, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues, and controversies of any kind, nature, or description whatsoever, (2) whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent (including, without limitation, Unknown Claims), (3) that Plaintiff or any other Class Member asserted, could have asserted, or could hereafter assert based on his, her, or its ownership of shares of DBMG common stock during the Class Period, whether direct, derivative, individual, class, representative, legal, equitable, or of any other type, or in any other capacity, or that DBMG could have asserted directly, against the Released Defendant Parties, (4) in any court, tribunal, forum, suit, action, or proceeding, (5) whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule (including,

without limitation, any claims under federal or state securities laws, federal or state antitrust law, or federal or state disclosure law), (6) which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, in whole or in part, or previously were based upon, arose out of, resulted from, were related to or involved, directly or indirectly, in whole or in part, any of the actual, alleged, or attempted actions, inactions, conduct, transactions, contracts, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims, or any other matters, things, or causes whatsoever, or any series thereof, that were, could have been, or hereafter could be alleged, asserted, set forth, claimed, embraced, involved, or referred to in: (A) the Action and the subject matter thereof; (B) the 2014 Tender Offer, including, without limitation, the process leading up to the 2014 Tender Offer, the price offered or paid by HC2 in the 2014 Tender Offer, and the actions or inactions of the Released Defendant Parties in connection with the 2014 Tender Offer; (C) the disclosures in connection with the 2014 Tender Offer, including, without limitation, the Special Committee's September 2014 letters to DBMG stockholders, HC2's 2014 Tender Offer materials, or any other disclosures made available or publicly filed relating, directly or indirectly, to the 2014 Tender Offer, including, without limitation, claims under the federal securities laws within the exclusive jurisdiction of the federal courts; (D) HC2's decision not to consummate

a short-form merger after obtaining 90% ownership of the outstanding shares of DBMG common stock in October 2014; (E) Plaintiff's allegation that the Non-Tendered Stockholders were wrongfully denied a liquidity opportunity in 2014 and thereafter, and any harms allegedly suffered by the Non-Tendered Stockholders due to limited opportunities to liquidate their investments in DBMG, resulting from the 2014 Tender Offer or HC2's decision not to consummate a short-form merger; (F) any of the allegations in any complaint or amendment thereto filed in the Action; (G) the Settlement, the Payments, and the DBMG Financing, including, without limitation, the approval of the foregoing by DBMG, the Board, DBMG officers, or HC2 (including HC2's officers or directors); and (H) the administration or distribution of the settlement consideration in accordance with the Settlement and the Order and Final Judgment; provided, however, that the Released Plaintiff Claims shall not include the right to enforce this Stipulation.

(bb) "Released Plaintiff Parties" means Plaintiff, all other Class Members, and Plaintiff's Counsel.

(cc) "Settlement Hearing" means the hearing to be held by the Court pursuant to Court of Chancery Rule 23 to determine whether to certify the Class as a non-opt-out class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) for purposes of the Settlement, whether the proposed Settlement should be

approved as fair, reasonable, adequate, and in the best interests of the Class, whether all Released Claims should be dismissed with prejudice, whether the Order and Final Judgment approving the Settlement should be entered, whether and in what amount an award of attorneys' fees and expenses should be paid to Plaintiff's Counsel, whether and in what amount an incentive award should be paid to Plaintiff out of the attorneys' fees and expenses paid to Plaintiff's Counsel, and any other matters the Court deems appropriate.

(dd) "Tendered Stockholders" means Class Members who tendered their then outstanding shares of DBMG common stock in the 2014 Tender Offer, along with their heirs, assigns, transferees, successors, and successors-in-interest. For the avoidance of doubt, the Tendered Stockholders do not include the Excluded Persons.

(ee) "Tendered Stockholders Shares" means the shares of DBMG common stock held by the Tendered Stockholders that were tendered in the 2014 Tender Offer. The Tendered Stockholders Shares total approximately 568,556 shares.

(ff) "Unknown Claims" means any claims that a releasing Person 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 this

Stipulation. With respect to any of the Released Claims, the parties hereto stipulate and agree that, upon Final Approval of the Settlement, the releasing Persons shall be deemed to have, and by operation of the Order and Final Judgment entered by the Court 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 or principle of common law of the United States or any state of the United States or territory of the United States, or other jurisdiction, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

Pursuant to this Stipulation, the parties hereto acknowledge, and the Class 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 hereto, and by operation of law it shall be deemed the intention of the releasing Persons, 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. Pursuant to this Stipulation, the parties hereto acknowledge, and the releasing Persons by operation of law shall be deemed to have acknowledged, that the inclusion of Unknown Claims in the definition of Released Plaintiff Claims was separately bargained for and was a material element of the Settlement and was relied upon by each and all of the parties hereto in entering into this Stipulation.

Settlement Consideration

2. In consideration for the full and final settlement between the parties hereto and the mutual releases described in this Stipulation:

(a) HC2 shall transfer (1) approximately \$12.39 million that it receives from HC2's Insurers to DBMG's paying agent for payment to the Tendered Stockholders and Plaintiff's Counsel, and (2) \$1,016,060 (the aggregate amount of the HC2 Offset Payment, the HC2 Interest Offset Payment, and the HC2 Release Payment) to DBMG's paying agent for payment to the Non-Tendered Stockholders, in each case, within a number of business days sufficient to allow the payments described in paragraphs (b) and (c) below.

(b) HC2 shall cause DBMG's paying agent to pay the per share amount of the HC2 Offset Payment, the per share amount of the HC2 Interest

Offset Payment, and the per share amount of the HC2 Release Payment (an aggregate of \$1,016,060) to the Non-Tendered Stockholders within ten (10) business days of Final Approval.

(c) HC2 shall cause DBMG to transfer approximately \$8.055 million to DBMG's paying agent within a number of business days sufficient to allow DBMG's paying agent to pay the per share amount of the Net Tender Payment to the Tendered Stockholders within ten (10) business days of Final Approval.

(d) Any Class Member shall be treated as (1) a Tendered Stockholder with respect to the Tendered Stockholders Shares attributable to such Class Member, and (2) a Non-Tendered Stockholder with respect to the Non-Tendered Stockholders Shares attributable to such Class Member.

(e) The parties hereto agree that the Settlement shall not be a claims-made settlement and distributions shall be made without the use of claim forms, with the Net Tender Payment distributed directly by DBMG's paying agent to the Tendered Stockholders who tendered shares in the 2014 Tender Offer through the same channels that HC2 used to pay the consideration in the 2014 Tender Offer, and with the HC2 Offset Payment, the HC2 Interest Offset Payment, and the HC2 Release Payment distributed directly by the DBMG paying agent to the Non-Tendered Stockholders who own DBMG common stock at the

close of business on the date the Settlement is approved by the Court using the same channels DBMG uses to pay dividends.

(f) Apart from the payments contemplated by this Paragraph 2 (as adjusted for the payments contemplated by Paragraph 17 herein), no Person shall have any further monetary obligations to Plaintiff, the Class, or Plaintiff's Counsel in connection with the Action, the Settlement, or the Released Claims.

Releases

3. As of the Effective Date, Plaintiff and all Class Members, on behalf of themselves, their legal representatives, heirs, executors, administrators, estates, predecessors, predecessors-in-interest, successors, successors-in-interest, affiliates, transferees, and assigns, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective officers, directors, managers, general partners, employees, representatives, and agents, 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 Claims on the terms and conditions set forth herein, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiff Claims against any of the Released Defendant Parties.

4. As of the Effective Date, Defendants 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 Defendant Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, or prosecuting any of the Released Defendant Claims against any of the Released Plaintiff Parties.

5. As of the Effective Date, the Parties and the Class shall be deemed bound by this Stipulation and the Order and Final Judgment. The Order and Final Judgment, including, without limitation, the release of all Released Claims against all Released Parties, shall have *res judicata*, collateral estoppel, and all other lawful preclusive effects in all pending and future lawsuits, arbitrations, or other suits, actions, or proceedings involving any of the Released Parties.

Certification of the Class

6. For purposes of the Settlement only, the parties hereto agree that the Court shall certify a non-opt-out class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) consisting of the Class Members. In the event that the Settlement is terminated or rendered null and void and of no force and effect as to all Parties, the certification of the Class shall, except as provided herein, be deemed vacated, the Action shall proceed as though the Class had never been certified, and no reference to the certification of the Class, or to this Stipulation or

any documents related thereto, shall be made by the Parties for any purpose, except as expressly authorized by the terms and conditions of this Stipulation. Defendants reserve the right to oppose certification of any plaintiff class in any suit, action, or proceeding (including, without limitation, any proceedings in the Action other than in furtherance of the Settlement).

Scheduling Order, Notice, and Settlement Hearing

7. As soon as practicable upon execution of this Stipulation, Plaintiff's Counsel shall submit this Stipulation together with its exhibits to the Court and shall apply for entry of an order (the "Scheduling Order"), substantially in the form attached as Exhibit A hereto, requesting: (a) approval of the form and content of the proposed notice of the Settlement; and (b) a date for the Settlement Hearing. At the Settlement Hearing, the parties hereto shall jointly request that the Order and Final Judgment be entered substantially in the form attached hereto as Exhibit C.

8. Notice to the Class shall consist of a Notice of Pendency of Class Action, Proposed Settlement of the Class Action, and Settlement Hearing (the "Notice"), substantially in the form attached hereto as Exhibit B.

9. Within ten (10) calendar days after the entry of the Scheduling Order, the Notice shall be mailed to all stockholders of record of DBMG who are Class Members at their last-known address appearing in the stock ledger maintained by

or on behalf of DBMG. DBMG shall be responsible for providing the Notice to the Class, and DBMG shall be responsible for all costs associated with the distribution of the Notice. If additional notice is required by the Court, then the cost and administration of such additional notice also will be borne by DBMG. All stockholders of record of DBMG receiving the Notice who are not also the beneficial owners of the outstanding shares of DBMG common stock held by them of record shall be requested to forward the Notice to the beneficial owners of those shares. DBMG shall use reasonable efforts to give notice to such beneficial owners by (i) 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, or (ii) mailing additional copies of the Notice to beneficial owners as reasonably requested by record holders who provide names and addresses for such beneficial owners. At least ten (10) calendar days prior to the Settlement Hearing, DBMG shall file with the Court an appropriate affidavit or declaration verifying dissemination of the Notice.

10. Plaintiff will present the Settlement to the Court for approval as soon as reasonably practicable following appropriate notice to the Class Members, and the parties hereto will use their individual and collective best efforts to obtain Final Approval of the Settlement and the dismissal of Defendants from the Action with

prejudice without fees, costs, or expenses to any Party, except as expressly provided herein.

Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

11. The Settlement is conditioned on the occurrence of all of the following events, the non-occurrence of any of which shall render the Settlement and this Stipulation null and void:

- (a) Certification of the Class as described in Paragraph 6 herein;
- (b) Entry of the Scheduling Order substantially in the form attached hereto as Exhibit A;
- (c) Entry of the Order and Final Judgment substantially in the form attached hereto as Exhibit C;
- (d) Final Approval of the Settlement; and
- (e) Defendants have not withdrawn from the Settlement pursuant to Paragraph 12 herein.

12. Defendants (upon the election of a majority of Defendants) shall have the right (but not the obligation) to withdraw from the Settlement (in which case this Stipulation shall be null and void and of no force and effect) in the event any claim, the release of which is contemplated by this Stipulation within the definition of the Released Plaintiff Claims, is commenced or prosecuted against any of the Released Defendant Parties in any suit, action, or proceeding prior to Final

Approval of the Settlement, and (following a motion by any defendant seeking dismissal or stay of such claims) any such claim is not dismissed with prejudice or stayed in contemplation of dismissal with prejudice following Final Approval. In the event that any such claim is commenced or prosecuted against any of the Released Defendant Parties, the parties hereto shall cooperate and use their individual and collective best efforts to secure the dismissal with prejudice thereof (or a stay thereof in contemplation of dismissal with prejudice following Final Approval of the Settlement).

13. Plaintiff, on behalf of himself and the Class, agrees, pursuant to 10 *Del. C.* § 6304, that the damages recoverable against any other alleged tortfeasor will be reduced by the greater of (a) the amount of the Payments, and (b) the *pro rata* liability shares, if any, of Defendants, in both instances only to the extent it is established that Defendants are joint tortfeasors.

14. As a condition of the Settlement, the parties hereto shall obtain as part of the Order and Final Judgment in connection with Final Approval a provision in a form substantially similar to the following (the “Bar Order”):

Any claims against the Released Defendant Parties, in which the injury claimed is the claimant’s actual or threatened liability to the Released Plaintiff Parties, arising out of or relating to, or arising out of or relating to the subject matter of, the Released Plaintiff Claims, including, without limitation, any third party claims for

contribution in accordance with 10 *Del. C.* § 6304(b) and any similar laws and statutes, are hereby barred.

15. The obligations incurred pursuant to this Stipulation shall be in full and final disposition of the Released Claims. It is the intention of the parties hereto that the Settlement eliminate all further risk and liability relating to the Released Claims, and that the Settlement shall be a final and complete resolution of all disputes with respect to the Released Claims, including, without limitation, any third party claims against Released Defendant Parties for contribution and the like in accordance with 10 *Del. C.* § 6304 and any similar laws or statutes.

16. In the event that the proposed Settlement (or any amendment thereof by the parties hereto) is rendered null and void as to all Parties for any reason, (a) all of the Parties shall be deemed to have reverted to their respective litigation statuses immediately prior to the execution of this Stipulation, and they shall proceed in all respects as if this Stipulation had not been executed and any related orders had not been entered, (b) all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way, (c) the statements made in connection with the negotiation of this 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 of fact of wrongdoing by any Party, shall not be used or entitle any Party to recover any fees, costs, or expenses incurred in connection with the Action, and neither the existence of this Stipulation nor its

contents nor any statements made in connection with its negotiation or any settlement communications shall be admissible in evidence or shall be referred to for any purpose in the Action, or in any other suit, action, or proceeding, and (d) Defendants reserve the right to oppose certification of any plaintiff class in any suit, action, or proceeding (including, without limitation, any proceedings in the Action other than in furtherance of the Settlement).

Attorneys' Fees and Expenses

17. In connection with the Court's consideration of the Settlement, Plaintiff's Counsel intend to petition the Court for an award of attorneys' fees and expenses in the amount of up to \$5,795,886, payable solely from the amounts otherwise payable to the Tendered Stockholders, which amount shall be wholly inclusive of all of Plaintiff's and Plaintiff's Counsel's fees, expenses, cost disbursements, and expert and consulting fees associated with the benefits created by the Settlement (the "Fee and Expense Award"). The Fee and Expense Award to be sought will be comprised of up to 27.5% of the Gross Tender Payment, or \$5,620,886 in the aggregate, plus up to \$175,000 in out of pocket expenses incurred by Plaintiff's Counsel in prosecuting the Action.

18. The parties hereto agree that Plaintiff's Counsel will not seek to include the fees, costs, or expenses of administering the Settlement in the Fee and Expense Award. The parties hereto further agree that the released Defendant

Parties, the Tendered Stockholders, and the Non-Tendered Stockholders shall have no responsibility to contribute to any Fee and Expense Award beyond any amounts that may be awarded to Plaintiff's Counsel from the amounts otherwise payable to the Tendered Stockholders. Defendants reserve all rights to oppose, consent to, or take no position on the Fee and Expense Award.

19. Resolution of the Fee and Expense Award is not a precondition to the Settlement or to the dismissal with prejudice of Defendants from the Action. The Court may consider and rule upon the fairness, reasonableness, and adequacy of the Settlement independently of any award of attorneys' fees and expenses. Any disapproval or modification of the application for the Fee and Expense Award by the Court or on appeal shall not affect or delay the enforceability of this Stipulation, provide any of the Parties with the right to terminate the Settlement, impose any obligation on any of Defendants, or subject them in any way to an increase in the amount paid by them or on their behalf in connection with the Settlement, or affect or delay the binding effect or finality of the Order and Final Judgment and the release of the Released Claims.

20. The application for the Fee and Expense Award will be the sole application by Plaintiff, Plaintiff's Counsel, or any Class Member for an award of fees or expenses in the Action arising in connection with the Settlement. Neither Plaintiff, nor Plaintiff's Counsel, nor any Class Member shall make, or assist any

other Person in making, any application for an award of fees or expenses in any other jurisdiction from Defendants with respect to the Released Claims.

21. Additionally, Plaintiff's Counsel may request that the Court allocate up to \$25,000 of the Fee and Expense Award to Plaintiff as an incentive award in consideration of Plaintiff's time and effort in connection with the prosecution of Plaintiff's claims on behalf of the Class. No portion of the Fee and Expense Award shall be allocated or paid to Plaintiff except insofar as the Court expressly approves such a payment, and then only in the amount approved by the Court.

22. Rigrodsky & Long, P.A. and Levi & Korsinsky, LLP shall have joint responsibility for allocating and distributing the Fee and Expense Amount. No Defendants shall have any rights or responsibilities with respect to such allocation or distribution of the Fee and Expense Amount.

Stay Pending Final Approval

23. Pending negotiation, execution, and Final Approval of the Settlement by the Court, Plaintiff agrees to stay any claims against Defendants in the Action and not to initiate any other suit, action, or proceeding bringing claims against Defendants, other than those proceedings incident to the Settlement itself.

24. Plaintiff will request the Court to order (in the Scheduling Order) that, pending a final determination of whether the Settlement should be approved, Plaintiff, Class Members, all other record or beneficial stockholders of DBMG,

and any of them, are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement, prosecution, or instigation of any suit, action, or proceeding asserting any Released Plaintiff Claim, either directly, representatively, derivatively, or in any other capacity against any Released Defendant Party. The parties hereto agree to use their best efforts to prevent, stay, seek dismissal of, or oppose entry of any interim or final relief in favor of any Person in any other suit, action, or proceeding against any of the Parties or their affiliates that challenges the Settlement or brings Released Claims.

Stipulation Not an Admission

25. The Defendant parties hereto deny any and all allegations of wrongdoing, fault, liability, or damage in the Action. Neither this Stipulation nor the fact of or any terms and conditions of the Settlement, or any communications relating thereto, is evidence, or a presumption, admission, or concession by any Defendant, any Defendants' Counsel, or any other Released Defendant Party, of any fault, liability, wrongdoing, or damages whatsoever, which are expressly denied and disclaimed by each Defendant party hereto. This Stipulation is not a finding or evidence of the validity or invalidity of any claims or defenses in the Action or any wrongdoing by any Defendant named therein or any damages or injury to Plaintiff, DBMG, or any Class Member. Neither this Stipulation, nor any

of its 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 the Released Defendant Parties, or of any infirmity of any defense, or of any damage to Plaintiff, DBMG, or any Class Member, (b) otherwise be used to create or give rise to any inference or presumption against any of 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 the Released Defendant Parties or of any injury or damages to any Person, or (c) 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 this Stipulation and/or the 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 this Stipulation and/or the Order and Final

Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect, to otherwise consummate or enforce this Stipulation, the Settlement, and/or the Order and Final Judgment, including, without limitation, to secure any insurance rights or proceeds, or as otherwise required by law.

26. Plaintiff asserts that he has brought his claims in good faith and continues to believe that his claims have legal merit, and the entry by Plaintiff into this Stipulation is not an admission as to the lack of any merit of any claims asserted in the Action, and this Stipulation shall not be used, construed, deemed admissible, or entered into evidence for the purpose of giving rise to any inference that Plaintiff's claims lacked any merit at any time.

27. The provisions in this subpart shall remain in force in the event that the Settlement is terminated for any reason whatsoever.

Documents and Discovery

28. To the extent permitted by law, all agreements made and orders entered during the course of the Action relating to the confidentiality of documents or information shall survive this Stipulation. The parties hereto agree that they will dispose of documents related to the Action in accordance with Paragraph 30 of the stipulated Order Governing the Production and Exchange of Confidential and Highly Confidential Information the Court entered in the Action on April 8, 2015.

Choice of Law, Forum, and Waiver of Jury Trial

29. This Stipulation, the Settlement, and any and all disputes arising out of or relating in any way to this Stipulation or the Settlement, whether in contract, tort, or otherwise, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflicts of law principles. Without affecting the finality of the Settlement, each of the parties hereto (a) irrevocably submits to the personal jurisdiction of any state or federal court sitting in the State of Delaware, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, in any suit, action, or proceeding arising out of or relating to this Stipulation and/or the Settlement, (b) agrees that all claims in respect of such suit, action, or proceeding shall be brought, heard, and determined exclusively in the Court (provided, however, that, in the event that subject matter jurisdiction is unavailable in the Court, then all such claims shall be brought, heard, and determined exclusively in any other state or federal court sitting in the State of Delaware), (c) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such court, (d) agrees not to bring any suit, action, or proceeding arising out of or relating to this Stipulation and/or the Settlement in any other court, and (e) expressly waives and agrees not to plead or to make any claim that any such suit, action, or proceeding is subject (in whole or in part) to a jury trial. Each of the parties hereto waives any defense of

inconvenient forum to the maintenance of any suit, action, or proceeding brought in accordance with this paragraph. Each of the parties hereto further agrees to waive any bond, surety, or other security that might be required of any other party with respect to any such suit, action, or proceeding, including, without limitation, an appeal thereof. Each of the parties hereto further consents and agrees that process in any such suit, action, or proceeding may be served on such party by certified mail, return receipt requested, addressed to such party or such party's registered agent in the state of its incorporation or formation, or in any other manner provided by law, and in the case of Plaintiff by mailing such written notice to:

Seth D. Rigrotsky
RIGRODSKY & LONG P.A.
300 Delaware Avenue, Suite 1220
Wilmington, DE 19801

and

Donald J. Enright, Esq.
LEVI & KORSINSKY LLP
1101 30th Street, N.W., Suite 115
Washington, DC 20007

In the case of the HC2 Defendants other than Voigt, by mailing such written notice to:

Kevin G. Abrams, Esq.
ABRAMS & BAYLISS LLP
20 Montchanin Road, Suite 200
Wilmington, DE 19807

In the case of Voigt, by mailing such written notice to:

Kurt M. Heyman, Esq.
HEYMAN ENERIO GATTUSO & HIRZEL LLP
300 Delaware Avenue, Suite 200
Wilmington, DE 19801

In the case of the Special Committee, by mailing such written notice to:

Kelly A. Terribile, Esq.
GREENBERG TRAURIG, LLP
1007 North Orange Street, Suite 1200
Wilmington, DE 19801

In the case of the Management Directors, by mailing such written notice to:

Peter B. Ladig, Esq.
BAYARD, P.A.
600 North King Street, Suite 400
Wilmington, DE 19801

30. The consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain exclusive jurisdiction for the purpose of entering orders providing for an award of attorneys' fees and expenses to Plaintiff's Counsel and enforcing the terms and conditions of this Stipulation.

Modification and Entire Agreement

31. This Stipulation and its exhibits constitute the entire agreement among the parties hereto, and, with respect to the subject matter hereof, supersede all written or oral communications, agreements, or understandings that may have

existed prior to the execution of this Stipulation, including the Original Settlement Agreement. No representations, warranties, or inducements whatsoever, whether written or oral, have been made to or relied upon by any party hereto concerning this Stipulation and its exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

32. This Stipulation may not be amended or modified, nor any of its provisions be waived, except by a written instrument signed by counsel for all parties hereto or their successors-in-interest.

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

Interpretation of Agreement

34. All of the exhibits attached hereto are material and integral parts of this Stipulation and are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms and conditions of this Stipulation and the terms and conditions of any exhibit attached hereto, the terms and conditions of this Stipulation shall prevail.

35. This Stipulation shall not be construed more strictly against one party hereto than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the parties hereto, it being recognized that this

Stipulation is the result of arms'-length negotiations among the parties hereto and all parties hereto have contributed substantially and materially to the preparation of this Stipulation.

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

37. Should any part of this Stipulation be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Stipulation should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

Breach and Waiver

38. The parties hereto acknowledge and agree that (a) any breach of this Stipulation will result in immediate and irreparable injury for which there is no adequate remedy available at law, and (b) in addition to any other remedies available, specific performance and injunctive relief are appropriate remedies to compel performance of this Stipulation.

39. The waiver by any party hereto of any breach of this Stipulation by any other party hereto shall not be deemed a waiver of any other prior or subsequent breach of any provision of this Stipulation by any party hereto.

Representations and Warranties

40. Plaintiff and Plaintiff's Counsel represent and warrant that Plaintiff is a Class Member and that none of the claims or causes of action asserted in any complaint or amendment thereto filed in the Action, or any claims Plaintiff could have alleged in the Action, have been assigned, encumbered, or in any manner transferred in whole or in part.

41. Plaintiff and each Defendant party hereto represent and warrant that (a) he or it has made such investigation of the facts pertaining to the Settlement provided for in this Stipulation, and all of the matters pertaining thereto, as such party hereto deems necessary and advisable, and (b) he, it, or a responsible officer, partner, fiduciary, counsel (including, without limitation, Plaintiff's Counsel and Defendants' Counsel) or other such similar Person thereof, has read this Stipulation and understands the contents hereof.

42. All counsel signing this Stipulation represent and warrant that they have authority to sign this Stipulation on behalf of their clients and that they have authority to take appropriate action required or permitted to be taken pursuant to this Stipulation to effectuate its terms and conditions and that this Stipulation shall be binding on such party hereto in accordance with its terms and conditions.

Best Efforts

43. The parties hereto agree to cooperate with one another in seeking the Court's approval of this Stipulation and the Settlement, and to use their best efforts 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, this Stipulation and the Settlement provided for herein.

Successors

44. This Stipulation, and all rights and powers granted thereby, shall be binding upon and shall inure to the benefit of the parties hereto and their respective agents, executors, heirs, successors, affiliates, transferees, and assigns; provided, however, that no party hereto shall transfer, assign, or delegate its rights or responsibilities under this Stipulation without the prior written consent of the other parties hereto. The Released Parties who are not parties hereto shall be third-party beneficiaries under this Stipulation entitled to enforce the releases in this Stipulation in accordance with their terms.

Execution

45. The parties hereto may execute this Stipulation in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties hereto (or their

duly authorized counsel) need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronic mail is as effective as executing and delivering this Stipulation in the presence of all other parties hereto.

46. This Stipulation shall be binding when signed by all parties hereto (or their duly authorized counsel), but the Settlement shall be effective only upon occurrence of the Effective Date.

[Signatures Appear On the Following Pages]

Of Counsel:

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/s/ Seth D. Rigrodsky
Seth D. Rigrodsky (#3147)
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*Attorneys for Defendants James Rustin
Roach and Michael R. Hill*

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

SCHUFF INTERNATIONAL, INC.) CONSOLIDATED
STOCKHOLDERS LITIGATION) C.A. No. 10323-VCZ

[PROPOSED] SCHEDULING ORDER

WHEREAS, (i) lead plaintiff Mark Jacobs (“Plaintiff”), on his own behalf and on behalf of the Class, and (ii) defendants D. Ronald Yagoda (“Yagoda” and, together with defendant Phillip O. Elbert (“Elbert”), the “Special Committee”), (iii) defendants James Rustin Roach (“Roach”) and Michael R. Hill (“Hill,” and together with Roach, the “Management Directors”), and (iv) defendants Philip A. Falcone (“Falcone”), Keith M. Hladek (“Hladek”), Paul Voigt (“Voigt”), and HC2 Holdings, Inc. (“HC2”) (collectively, the “HC2 Defendants,” and along with the Special Committee and Management Directors, the “Defendants,” and together with Plaintiff, the “Parties”), have made application, pursuant to Delaware Court of Chancery Rule 23(e), for an order approving the proposed settlement in the action captioned *Schuff International, Inc. Stockholders Litigation*, Consol. C.A. No. 10323-VCZ (the “Action”) in accordance with a Stipulation and Agreement of Compromise, Settlement, and Release entered into by the parties thereto and dated May 8, 2020 (the “Stipulation”), and for the dismissal of the Action on the merits with prejudice against Defendants upon and subject to the terms and conditions set forth in the Stipulation (the “Settlement”);

WHEREAS, the Stipulation contemplates certification by this Court of a class in the Action solely for purposes of settlement; approval of the form and content of the Notice of Pendency of Class Action, Proposed Settlement of the Class Action, and Settlement Hearing substantially in the form attached as Exhibit B to the Stipulation (the “Notice”) to such class; and scheduling the date and time for the Settlement Hearing;

NOW, upon consent of the parties to the Stipulation, after review and consideration of the Stipulation filed with this Court and the exhibits annexed thereto, and after due deliberation,

IT IS HEREBY ORDERED this _____ day of _____, 2020, that:

1. Definitions. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order.

2. Preliminary and Conditional Class Certification for Settlement Purposes. For purposes of settlement only, the Action preliminarily shall be maintained as a non-opt-out class action under Delaware 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 and beneficial owners of outstanding shares of DBMG common stock who held such stock at any time between and including May 12, 2014 and the close of business on May 8, 2020, including, without limitation, any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors,

administrators, estates, heirs, 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, but excluding the Excluded Persons.

For purposes of 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 Plaintiff’s 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 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.

3. Settlement Hearing. The Settlement Hearing shall be held on August [7], 2020, at __:__ .m., in the Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801 to:

(a) Determine whether the Action may be maintained as a class action and whether the Class should be certified for settlement purposes pursuant to Delaware 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 interests of the Class in the Action;

(c) Determine whether the Stipulation, and the terms and conditions of the Settlement set forth in the Stipulation, are fair, reasonable, adequate, and in the best interests of the Class Members and should be approved by the Court;

(d) Determine whether an Order and Final Judgment should be entered dismissing the Action with prejudice as against Defendants, releasing the Released Claims against the respective Released Parties, and barring and enjoining prosecution of any and all Released Claims against any and all respective Released Parties;

(e) Hear and determine any objections to the Settlement;

(f) Consider the application of Plaintiff's Counsel for an award of attorneys' fees and expenses, with any such fees and expenses to be paid from funds that otherwise would be paid to the Tendered Stockholders;

(g) Consider any application by Plaintiff for an incentive award to be paid to Plaintiff out of the attorneys' fees and expenses paid to Plaintiff's Counsel; and

(h) Rule on other such matters as the Court may deem appropriate.

4. Adjournment Without Further Notice. The Court may adjourn the Settlement Hearing or any adjournment thereof, including, without limitation, the consideration of the application for attorneys' fees and expenses, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof, and retains jurisdiction over the Parties and all Class Members to consider all further applications arising out of or connected with the proposed Settlement.

5. Approval Without Further Notice. 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 thereto, with or without further notice to the Class. Further, the Court may render its judgment, and order the payment of attorneys' fees and expenses, all without further notice to the Class.

6. Notice. The Court approves, in form and content, the Notice and finds that the mailing of the Notice substantially in the manner and form set forth in this Order meets the requirements of Delaware Court of Chancery Rule 23, due process, and applicable law, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

(a) Within ten (10) calendar days after the entry of this Scheduling Order, DBMG shall mail, or cause to be mailed, the Notice to all stockholders of record of DBMG who are Class Members at their last known address appearing in the stock ledger maintained by or on behalf of DBMG. All stockholders of record of DBMG receiving the Notice who are not also the beneficial owners of the outstanding shares of DBMG common stock held by them of record shall be requested to forward the Notice to the beneficial owners of those shares. DBMG shall use reasonable efforts to give notice to such beneficial owners by (i) 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, or (ii) mailing additional copies of the Notice to beneficial owners as reasonably requested by record holders who provide names and addresses for such beneficial owners.

(b) At least ten (10) calendar days prior to the Settlement Hearing, DBMG shall file with the Court an appropriate affidavit or declaration verifying dissemination of the Notice.

(c) DBMG shall be responsible for all costs associated with the distribution of the Notice. If additional notice is required by the Court, then the cost and administration of such additional notice also will be borne by DBMG.

7. Stay and Injunction as to Further Proceedings Against Defendants.

All proceedings in the Action against the Released Defendant Parties, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of the Court. Pending a final determination of whether the Settlement should be approved, Plaintiff, Class Members, all other record or beneficial stockholders of DBMG, and any of them, are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement, prosecution, or instigation of any suit, action, or proceeding asserting any Released Plaintiff Claim, either directly, representatively, derivatively, or in any other capacity, against any Released Defendant Party.

8. Appearance at the Settlement Hearing and Objections. Any Class Member or other record or beneficial stockholder of DBMG who objects to the Stipulation, the Settlement, the class action determination, the Order and Final

Judgment to be entered in the Action, Plaintiff's Counsel's application for attorneys' fees and expenses, Plaintiff's application for an incentive award to be paid to Plaintiff out of the attorneys' fees and expenses paid to Plaintiff's Counsel, or who otherwise wishes to be heard, may appear in person or by his, her, or its attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown or as the Court otherwise directs, no Person shall be heard and no papers, briefs, pleadings, or other documents submitted by any Person shall be considered by the Court unless not later than June [26], 2020 such Person files with the Register in Chancery, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801 and serves upon counsel listed below: (a) a written and signed notice of intention to appear that states the name, address, and telephone number of the objector and, if represented, the Person's counsel; (b) documentation evidencing such Person's status as a record or beneficial stockholder of DBMG at any time during the period between and including May 12, 2014 and the close of business on May 8, 2020; (c) a detailed statement of such Person's objections to any matters before the Court; (d) the grounds for such objections and the reasons that such Person desires to appear and be heard; and (e) all documents or writings such Person desires the Court to consider. Such

filings must be served upon the following counsel by hand delivery, overnight mail, or the Court's electronic filing and service system:

Seth D. Rigrotsky
RIGRODSKY & LONG, P.A.
300 Delaware Avenue, Suite 1220
Wilmington, DE 19801

Kevin G. Abrams
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600 North King Street, Suite 400
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Kurt M. Heyman, Esq.
HEYMAN ENERIO GATTUSO & HIRZEL LLP
300 Delaware Avenue, Suite 200
Wilmington, DE 19801

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

9. Waiver of Objections. Unless the Court otherwise directs, no Person shall be entitled to object to the approval of the Settlement, any judgment entered thereon, the adequacy of the representation of the Class by Plaintiff and Plaintiff's Counsel, any award of attorneys' fees and expenses, any incentive award to Plaintiff, or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as described in Paragraph 8 above. Any Person who fails to object in the manner described above shall be deemed to have waived the right to object (including, without limitation, any right of appeal) and

shall be forever barred from raising such objection in this or any other suit, action, or proceeding.

10. Briefing Schedule for Parties. Not later than May [26], 2020, Plaintiff's Counsel shall file and serve Plaintiff's opening brief in support of the Settlement, and their application for attorneys' fees and expenses, including, without limitation, any supporting affidavits. If any objections to the Settlement are received or filed pursuant to Paragraph 8 above, any of the Parties may file and serve a response to those objections no later than fourteen (14) calendar days prior to the Settlement Hearing.

11. Effect of Disapproval, Cancellation, or Termination. In the event that the proposed Settlement (or any amendment thereof by the parties thereto) is rendered null and void as to all Parties for any reason, (a) all of the Parties shall be deemed to have reverted to their respective litigation statuses immediately prior to the execution of the Stipulation, and they shall proceed in all respects as if the Stipulation had not been executed and any related orders had not been entered, (b) all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way, (c) 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 of fact of wrongdoing by any Party, shall not be used or entitle any

Party to recover any fees, costs, or expenses incurred in connection with the Action, and neither the existence of the Stipulation nor its contents nor any statements made in connection with its negotiation or any settlement communications shall be admissible in evidence or shall be referred to for any purpose in the Action, or in any other suit, action, or proceeding, and (d) Defendants may oppose certification of any plaintiff class in any suit, action, or proceeding (including, without limitation, any proceedings in the Action other than in furtherance of the Settlement).

12. No Admission. Neither the Stipulation nor the fact of or any terms and conditions of the Settlement, or any communications relating thereto, is evidence, or a presumption, admission, or concession by Plaintiff that he has brought his claims in anything other than good faith or that his claims do not have legal merit, and the entry by Plaintiff into the Stipulation is not an admission as to the lack of any merit of any claims asserted in the Action, and the Stipulation shall not be used, construed, deemed admissible, or entered into evidence for the purpose of giving rise to any inference that Plaintiff's claims lacked any merit at any time. Neither the Stipulation nor the fact of or any terms and conditions of the Settlement, or any communications relating thereto, is evidence, or a presumption, admission, or concession by any Defendant, any Defendants' Counsel, or any other Released Defendant Party, of any fault, liability, wrongdoing, or damages

whatsoever, which are expressly denied and disclaimed by each Defendant. The Stipulation is not a finding or evidence of the validity or invalidity of any claims or defenses in the Action or any wrongdoing by any Defendant named therein or any damages or injury to Plaintiff, DBMG, or any Class Member. Neither the Stipulation, nor any of its 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 the Released Defendant Parties, or of any infirmity of any defense, or of any damage to Plaintiff, DBMG, or any Class Member, (b) otherwise be used to create or give rise to any inference or presumption against any of 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 the Released Defendant Parties or of any injury or damages to any Person, or (c) 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 the 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 the Order and Final Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect, to otherwise consummate or enforce the Stipulation, the Settlement, and/or the 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.

13. Extensions Without Further Notice. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice.

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

Vice Chancellor Zurn

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

SCHUFF INTERNATIONAL, INC.) CONSOLIDATED
STOCKHOLDERS LITIGATION) C.A. No. 10323-VCZ

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT OF
CLASS ACTION, AND SETTLEMENT HEARING**

TO: ALL RECORD AND BENEFICIAL OWNERS OF OUTSTANDING SHARES OF COMMON STOCK OF DBM GLOBAL INC. (FORMERLY KNOWN AS SCHUFF INTERNATIONAL, INC.) WHO HELD SUCH STOCK AT ANY TIME BETWEEN AND INCLUDING MAY 12, 2014 AND THE CLOSE OF BUSINESS ON MAY 8, 2020, INCLUDING, WITHOUT LIMITATION, ANY AND ALL OF THEIR RESPECTIVE SUCCESSORS-IN-INTEREST, SUCCESSORS, PREDECESSORS-IN-INTEREST, PREDECESSORS, TRUSTEES, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, ESTATES, HEIRS, 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.

PLEASE READ ALL OF THIS NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THE ACTION. THIS NOTICE RELATES TO THE PROPOSED SETTLEMENT OF A LAWSUIT AND CONTAINS IMPORTANT INFORMATION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE SETTLEMENT OR PURSUING THE RELEASED PLAINTIFF CLAIMS (AS DEFINED IN PARAGRAPH 1 HEREIN) AGAINST THE RELEASED DEFENDANT PARTIES (AS DEFINED IN PARAGRAPH 1 HEREIN).

IF YOU HOLD OR TENDERED SHARES OF COMMON STOCK OF DBM GLOBAL INC. (FORMERLY KNOWN AS SCHUFF INTERNATIONAL, INC.) FOR THE BENEFIT OF ANOTHER, PLEASE

PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

THE PURPOSE OF THIS NOTICE

The purpose of this notice (the “Notice”) is to inform you of the above-captioned lawsuit, a proposed settlement of the above-captioned lawsuit (the “Settlement”) as between Plaintiff,¹ on the one hand, and Defendants, on the other hand, as well as to inform you of a hearing to be held by the Court of Chancery of the State of Delaware (the “Court”). The hearing will be held in the Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, on August ___, 2020, at __:___ .m. (the “Settlement Hearing”).

Pursuant to the Settlement, (i) lead plaintiff Mark Jacobs (“Plaintiff” or “Jacobs”), on his own behalf and on behalf of the Class, (ii) defendants D. Ronald Yagoda (“Yagoda”) and Phillip O. Elbert (“Elbert,” and together with Yagoda, the “Special Committee”), (iii) defendants James Rustin Roach (“Roach”) and Michael R. Hill (“Hill,” and together with Roach, the “Management Directors”), and (iv) defendants Philip A. Falcone (“Falcone”), Keith M. Hladek (“Hladek”), Paul Voigt (“Voigt”), and HC2 Holdings, Inc. (“HC2”) (collectively, the “HC2 Defendants,” and along with the Special Committee and Management Directors, the “Defendants,” and together with Plaintiff, the “Parties”) have made application, pursuant to Delaware Court of Chancery Rule 23(e), for an order approving the proposed settlement of the action captioned *Schuff International, Inc. Stockholders Litigation* pending in the Court as Consolidated Civil Action Number 10323-VCZ (the “Action”), in accordance with a Stipulation and Agreement of Compromise, Settlement, and Release entered into by the parties thereto and dated May 8, 2020 (the “Stipulation”), and for the dismissal of the Action on the merits with prejudice against Defendants upon and subject to the terms and conditions set forth in the Stipulation.

At the Settlement Hearing, the Court will be asked to:

a. Determine whether the Action may be maintained as a class action and whether the Class should be certified for settlement purposes pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2);

¹ Capitalized terms not otherwise defined herein have the meanings provided in Paragraph 1 below.

- b. Determine whether Plaintiff and Plaintiff's Counsel have adequately represented the interests of the Class in the Action;
- c. Determine whether the Stipulation, and the terms and conditions of the Settlement set forth in the Stipulation, are fair, reasonable, adequate, and in the best interests of the Class Members and should be approved by the Court;
- d. Determine whether an Order and Final Judgment should be entered dismissing the Action with prejudice as against Defendants, releasing the Released Claims against the respective Released Parties, and barring and enjoining prosecution of any and all Released Claims against any and all respective Released Parties;
- e. Hear and determine any objections to the Settlement;
- f. Consider the application of Plaintiff's Counsel for an award of attorneys' fees and expenses, with any such fees and expenses to be paid from funds that otherwise would be paid to the Tendered Stockholders;
- g. Consider any application by Plaintiff for an incentive award to be paid to Plaintiff out of the attorneys' fees and expenses paid to Plaintiff's Counsel; and
- h. Rule on other such matters as the Court may deem appropriate.

This Notice describes the rights you may have under the Stipulation and what steps you may, but are not required to, take concerning the proposed Settlement. If the Court approves the Stipulation, Plaintiff will ask the Court to approve an Order and Final Judgment that would end the Action.

BACKGROUND OF THE ACTION

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES BY ANY OF THE PARTIES. IT IS BASED ON STATEMENTS OF THE PARTIES AND IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THE ACTION AND OF THE PROPOSED SETTLEMENT OF THE ACTION SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS

YOU MAY, OR MAY NOT, WISH TO TAKE IN RELATION TO THE ACTION.

By stock purchase agreement dated May 12, 2014, HC2 purchased 2,500,000 shares of the common stock of DBM Global Inc. (then known as Schuff International, Inc.) (“DBMG”) from DBMG’s CEO, co-founder, and majority stockholder for \$31.50 per share, which made HC2 the owner of approximately 60% of DBMG’s outstanding shares of common stock. On May 30, 2014, HC2 purchased 198,411 shares of DBMG common stock from Jefferies, LLC, which raised HC2’s ownership of the outstanding shares of common stock of DBMG to approximately 65%. During June and July 2014, DBMG repurchased 327,664 shares of DBMG common stock from its current and former executives, which raised HC2’s ownership of the outstanding shares of common stock of DBMG to approximately 70%.

On June 2, 2014, three directors designated by HC2 joined the Board. On August 11, 2014, HC2 informed DBMG that it intended to make a tender offer at \$31.50 per share for all outstanding shares of DBMG common stock that it did not already own (the “2014 Tender Offer”).

On August 15, 2014, the Board formed the Special Committee, which consisted of directors who were not officers or employees of HC2 or DBMG, to evaluate the 2014 Tender Offer and communicate with DBMG stockholders regarding the 2014 Tender Offer. By letter dated August 19, 2014, the Special Committee requested changes to the HC2 2014 Tender Offer materials, and HC2 subsequently made the requested changes.

On August 21, 2014, HC2 distributed the 2014 Tender Offer materials to DBMG’s stockholders and announced that the 2014 Tender Offer would close on September 19, 2014. On September 5, 2014, the Special Committee (i) informed DBMG’s stockholders by letter that the Special Committee took no position regarding the 2014 Tender Offer, and (ii) explained the Special Committee’s reasons for taking no position. On September 22, 2014, HC2 extended the 2014 Tender Offer through September 29, 2014.

On September 26, 2014, the Special Committee informed DBMG’s stockholders by letter of a new, large project obtained by DBMG and disclosed to DBMG’s stockholders that the Special Committee continued to take no position regarding the 2014 Tender Offer. On September 30, 2014, HC2 extended the 2014 Tender Offer through October 6, 2014.

On October 6, 2014, the 2014 Tender Offer closed and on October 7, 2014, HC2 accepted for purchase 721,124 shares of DBMG common stock, which increased HC2's ownership of outstanding shares of DBMG common stock to approximately 88.69%. The Special Committee members tendered their shares of DBMG common stock in the 2014 Tender Offer, as did the members of DBMG's senior management.

In October 2014, HC2 acquired an additional 72,819 shares of DBMG common stock, which increased HC2's ownership of outstanding shares of DBMG common stock above 90%. During November 2014 through November 2017, HC2 acquired an additional 73,465 shares of DBMG common stock, which increased HC2's ownership of outstanding shares of DBMG common stock to approximately 92.5%. HC2 acquired 3,565,819 shares of DBMG common stock during May 2014 through November 2017 at a weighted average price of \$31.58 per share.

On November 6, 2014, Jacobs filed a complaint challenging the 2014 Tender Offer and a potential short-form merger between HC2 and DBMG in the matter styled *Jacobs v. Falcone*, C.A. No. 10323-VCL (Del. Ch.). On November 13, 2014, Jacobs served a First Request for Production of Documents on Defendants. On November 17, 2014, Arlen Diercks ("Diercks") filed a complaint challenging the 2014 Tender Offer and a potential short-form merger between HC2 and DBMG in the matter styled *Diercks v. Schuff International, Inc.*, C.A. No. 10359-VCL (Del. Ch.). In December 2014, Diercks and Jacobs both moved for consolidation of the two cases and for their respective appointment as lead plaintiff and their counsel as lead counsel. On February 19, 2015, the Court consolidated the Jacobs and Diercks actions into the Action and appointed Jacobs as lead plaintiff and his counsel as lead counsel. The Court designated the complaint filed by Jacobs as the operative complaint.

On March 17, 2015, HC2 received a valuation analysis from a third party advisor that implied a per-share value for DBMG of \$68.99 per share as of December 31, 2014.

On April 8, 2015, the Court entered, with modification, the Parties' stipulated Order Governing the Production and Exchange of Confidential and Highly Confidential Information. On June 2, 2015, Plaintiff served a Second Request for Production of Documents on Defendants. During May 2015 through November 2016, Defendants and third parties produced more than 109,000 pages of documents and also served written interrogatories and responses.

On July 30, 2015, Defendants Falcone, Hladek, Voigt, Hill, Roach, Yagoda, Elbert, and HC2 answered the operative complaint. On October 29, 2015, the Parties entered into a Pre-Trial Scheduling Order, which the Court granted with modifications the following day. On October 30, 2015, DBMG was voluntarily dismissed as a defendant in the Action. On November 20, 2015, the Parties entered into an Amended Pre-Trial Scheduling Order, which the Court granted with modifications the same day.

On December 30, 2015, HC2 contributed 41,600 DBMG common shares to an affiliate, Continental General Insurance Company (“Continental”), at an implied value of \$74.48 per share. Also on December 30, 2015, HC2 contributed 40,300 DBMG common shares to an affiliate, United Teacher Associates Insurance Company, at an implied value of \$74.48 per share.

On June 6, 2016, Plaintiff noticed the depositions of Elbert, Falcone, Hill, Hladek, Roach, Voigt, and Yagoda. On June 13, 2016, Plaintiff served his First Request for Admissions on Defendants. On July 12, 2016, the Parties entered into a Second Amended Pre-Trial Scheduling Order, which the Court granted with modifications the same day.

Effective September 1, 2016, Schuff International, Inc. was renamed DBM Global, Inc. On September 15, 2016, the Court granted, with modifications, the Parties’ stipulated Third Amended Pre-Trial Scheduling Order. On October 20, 2016, Plaintiff filed a motion for class certification and an opening brief in support thereof. On December 9, 2016, the HC2 Defendants deposed Plaintiff.

Shortly thereafter, beginning in December 2016, Plaintiff’s Counsel and Defendants’ Counsel engaged in extensive arms’-length discussions and negotiations regarding a potential resolution of the claims asserted in the Action. On February 24, 2017, the Parties agreed to a tentative framework for the potential settlement of the Action (the “February 2017 Settlement Framework”). On January 11, 2017, the Court entered, with modification, the Parties’ stipulated Fourth Amended Pre-Trial Scheduling Order. On March 27 through March 29, 2017, Plaintiff’s Counsel deposed Yagoda, Roach, and Hladek. Thereafter, on June 7, 2017, Plaintiff informed Defendants that he had determined not to proceed with the February 2017 Settlement Framework.

On July 11, 2017, Plaintiff provided Defendants with a draft amended complaint and stated that he had determined to proceed with the Action. Plaintiff’s draft amended complaint alleged, among other things, that HC2 wrongfully failed to close a short-form merger promptly after the 2014 Tender Offer, the 2014

Tender Offer was at an unfair price and involved an unfair process, Defendants (other than HC2) lacked independence from HC2, the actions taken by the Special Committee in connection with the 2014 Tender Offer were inadequate, and the disclosures regarding the 2014 Tender Offer were inadequate and misleading.

During July 2017 through August 2018, Plaintiff's Counsel and Defendants' Counsel continued to engage in intermittent arms'-length discussions and negotiations regarding a potential resolution of the claims asserted in the Action.

On February 14, 2018, HC2 sold 20,800 DBMG common shares to Continental for \$132.21 per share.

On August 6, 2018, the Parties agreed to a new framework for the potential settlement of the Action. During August 2018 through February 2019, the Parties engaged in further discovery. On September 21, 2018, Plaintiff served subpoenas on third parties Duff & Phelps, LLC and Deutsche Bank Securities, Inc. Through additional document discovery requested by Plaintiff, Plaintiff received more than 3,300 pages of additional documents, including, without limitation: DBMG's periodic financial statements since the close of the 2014 Tender Offer; materials regarding a potential sale process for DBMG; quarterly estimates of DBMG's value prepared by Duff & Phelps, LLC for HC2; one-year and five-year financial projections prepared by DBMG's management; certain documents regarding private agreements between HC2 and third parties regarding the purchase of DBMG shares other than as provided in the 2014 Tender Offer; and additional non-privileged documents requested by Plaintiff. Plaintiff also deposed Philip Falcone, Chairman and Chief Executive Officer of HC2, on November 29, 2018 and Paul Voigt, HC2's former Managing Director of Investments, on February 20, 2019.

On April 2, 2019, Plaintiff and Defendants agreed in principle to settle the Action, subject to agreement on definitive settlement documentation. Thereafter, Defendants produced additional documents to Plaintiff including financial statements, valuation presentations prepared for HC2 relating to DBMG between March 2015 and October 2019, and certain financial projections.

On July 19, 2019, Elbert died.

On November 15, 2019, Plaintiff filed a Stipulation and Agreement of Compromise, Settlement, and Release that provided for a global settlement and the dismissal of the Action with prejudice (the "Original Settlement Agreement"). The Original Settlement Agreement provided for a net payment to the Tendered

Stockholders of \$35.95 per share, less the per share amount of any fee and expense award allocated to the Tendered Stockholders, a portion of which would have been paid by DBMG. The Original Settlement Agreement also provided for a tender offer by DBMG for all of the Non-Tendered Stockholders Shares (the “Settlement Tender Offer”) whereby the Non-Tendered Stockholders would have had the right (but not the obligation) to tender their Non-Tendered Stockholders Shares for a net settlement tender offer payment of \$67.45 per share, less the per share amount of any fee and expense award allocated to the Non-Tendered Stockholders. In exchange for this settlement consideration, the Released Parties would have received full releases of the Released Claims.

On January 14, 2020, Plaintiff filed a brief in support of the Original Settlement Agreement and an amended complaint reflecting Plaintiff’s then-current allegations in the Action. On January 24, 2020, two DBMG stockholders, Fair Value Investments, Inc. (the holder of 10 DBMG shares) and AB Value Partners, L.P. (the holder of 34,394 DBMG shares) (collectively, (“Objectors”), served objections to the Original Settlement Agreement. Objectors claimed to represent 71.5% of the Non-Tendered Stockholders Shares in the aggregate. Objectors asserted, among other things, that (1) the Original Settlement Agreement should have excluded the Non-Tendered Stockholders from the Class or, alternatively, permitted the Non-Tendered Stockholders who did not participate in the Settlement Tender Offer to opt out of the Class without providing a release; (2) Plaintiff did not aggressively pursue discovery in support of the Non-Tendered Stockholders’ claims; (3) the scope of the settlement release provided for in the Original Settlement Agreement was improperly broad because (among other things) it included the release of derivative claims, unknown claims, and claims related to the implementation of the Original Settlement Agreement and the Settlement Tender Offer; and (4) the releases required to access a virtual data room containing information concerning the value of DBMG were unduly restrictive and created an informational disadvantage for the Non-Tendered Stockholders.

On February 3, 2020, Plaintiff and three of the HC2 Defendants filed briefs addressing each of Objectors’ objections to the Original Settlement Agreement. Among other things, these briefs argued that (1) Plaintiff was a Non-Tendered Stockholder who aggressively litigated the case on behalf of both the Tendered Stockholders and Non-Tendered Stockholders; (2) the Original Settlement Agreement properly gave the Non-Tendered Stockholders the opportunity to liquidate their shares of DBMG common stock for the same value received by the Tendered Stockholders; (3) HC2, through its insurance and indirectly through its 92.5% equity ownership of DBMG, would bear nearly all of financial burdens of

the Original Settlement Agreement; (4) DBMG would receive benefits as a result of the Original Settlement Agreement that far outweighed any burdens it would assume; (5) the scope of the proposed settlement release was customary and proper; and (6) the scope of the releases required to access the materials in the virtual data room was proper.

On February 13, 2020, the Court held a settlement hearing to consider whether to approve the Original Settlement Agreement pursuant to Court of Chancery Rule 23. At the settlement hearing, the Court raised five primary issues: (1) whether the proposed class period, which included stockholders who did not own DBMG common stock at the time of the 2014 Tender Offer, might be overbroad; (2) whether Plaintiff was an adequate class representative for the Non-Tendered Stockholders in light of the objections to the Original Settlement Agreement by stockholders representing a supermajority of the Non-Tendered Stockholders Shares; (3) why DBMG was funding directly the Settlement Tender Offer and a portion of the payment to the Tendered Stockholders, while HC2 was funding these payments indirectly through its insurance and 92.5% ownership of DBMG; (4) the lack of information in the Parties' settlement presentations regarding the terms under which DBMG became obligated to make certain payments under the Original Settlement Agreement; and (5) whether the Non-Tendered Stockholders were receiving sufficient consideration for their releases. The Court asked the Parties whether they wished to have the Court decide whether to approve the Original Settlement Agreement as presented to the Court or whether the Parties would prefer to consider a revised settlement framework. The Parties requested additional time to consider a revised settlement framework.

After the settlement hearing on February 13, 2020, potential revisions to the Original Settlement Agreement were negotiated and options to address the issues raised by the Court at the settlement hearing were discussed.

The Board (consisting of defendants Falcone, Yagoda, Roach and Hill, and non-parties A.J. Stahl (Vice President-Investments of HC2), Michael Sena (Chief Financial Officer of HC2) and Paul J. Hurley) approved on May 8, 2020 the payment by DBMG of approximately \$8.055 million of the total Gross Tender Payment. The board of directors of HC2 (consisting of defendant Falcone and nonparties Warren H. Gfeller, Wayne Barr, Jr., Robert V. Leffler, Jr., Lee S. Hillman and Julie Totman Springer) approved the Settlement on May 8, 2020.

The Settlement set forth in the Stipulation reflects the results of these negotiations (the "Revised Settlement Framework"). Counsel for the parties

thereto have concluded that the terms and conditions contained in the Stipulation are fair, reasonable, adequate, and in the best interests of Plaintiff, the Class, and Defendants, and that it is reasonable to settle the Action based upon the procedures, the substantial benefits, and the protections contained in the Stipulation. In connection with settlement discussions and negotiations, counsel for the parties thereto did not address the amount of any application by Plaintiff's Counsel for an award of attorneys' fees and expenses prior to reaching agreement on all substantive terms and conditions of the Settlement.

No Tendered Stockholders objected to the Original Settlement Agreement, which provided for a payment to the Tendered Stockholders of \$35.95 per share, less the per share amount of any fee and expense award allocated to the Tendered Stockholders, a portion of which would have been paid by DBMG. Further, the Court and Objectors expressed no concerns or objections at the February 13, 2020 settlement hearing regarding the amount of this proposed settlement payment to the Tendered Stockholders under the Original Settlement Agreement. Accordingly, the Revised Settlement Framework maintains the same Gross Tender Payment of \$35.95 per share to the Tendered Stockholders—for a total payment of approximately \$20.44 million—of which (1) approximately \$12.39 million will be funded by HC2's Insurers (and thereby indirectly by HC2) and (2) approximately \$8.055 million will be funded by DBMG (and thereby indirectly by HC2 through its 92.5% equity ownership of DBMG). HC2 expects that DBMG will fund the approximately \$8.055 million by borrowing that amount under the DBMG Financing. In the event the Settlement receives Final Approval, (i) HC2 will transfer approximately \$12.39 million that it receives from HC2's Insurers to DBMG's paying agent for payment to the Tendered Stockholders and Plaintiff's Counsel; (ii) HC2 expects that DBMG will borrow and HC2 will cause DBMG to transfer to DBMG's paying agent approximately \$8.055 million for payment to the Tendered Stockholders and Plaintiff's Counsel; and (iii) HC2 will transfer \$1,016,060 to DBMG's paying agent for payment to the Non-Tendered Stockholders.

The Court and Objectors expressed concerns and objections, respectively, at the February 13, 2020 settlement hearing regarding the effect of the Original Settlement Agreement on the Non-Tendered Stockholders due to, among other things, the relationship between the price to be offered in the Settlement Tender Offer and the potential intrinsic value of DBMG, the indirect burden the Non-Tendered Stockholders would bear as a result of DBMG's proposed funding obligations, and the fact that DBMG would fund portions of the settlement directly while HC2 would fund these payments indirectly through its insurance and 92.5%

ownership of DBMG. To address these concerns and objections relating to the interests of the Non-Tendered Stockholders, the Revised Settlement Framework does not include the Settlement Tender Offer and provides for the HC2 Offset Payment, the HC2 Interest Offset Payment, and the HC2 Release Payment, which are further described below.

Under the Revised Settlement Framework, HC2 will fund two payments to the Non-Tendered Stockholders. First, HC2 will fund one payment to offset the potential indirect financial impact on the Non-Tendered Stockholders of DBMG's funding obligations in the Settlement in light of the Non-Tendered Stockholders' 7.52% ownership of DBMG (the "HC2 Offset Payment" and the "HC2 Interest Offset Payment"). Based on the potential DBMG borrowing of approximately \$8.055 million through the DBMG Financing to fund the Gross Tender Payment in the Settlement, the Non-Tendered Stockholders arguably would indirectly be impacted by \$726,158 of principal, fees, and interest in such borrowing.² To eliminate any potential indirect financial impact upon the Non-Tendered Stockholders in connection with the potential DBMG Financing, HC2 will pay the \$726,158 total amount of the HC2 Offset Payment and the HC2 Interest Offset Payment to the Non-Tendered Stockholders—or \$2.51 per share.

The second payment by HC2 is in exchange for a full release of claims by the Non-Tendered Stockholders related to the Action and the implementation of the Settlement under the Revised Settlement Framework. HC2 will fund \$289,902 in release payments to the Non-Tendered Stockholders—or \$1.00 per share (the "HC2 Release Payment").

The Settlement requires HC2 to fund directly total offset and release payments of \$1,016,060—or \$3.51 per share—to the Non-Tendered Stockholders. The Settlement also requires HC2 to transfer approximately \$12.39 million from

² Given the Non-Tendered Stockholders' 7.52% ownership of DBMG (i.e., 289,902 Non-Tendered Stockholders Shares divided by 3,855,721 DBMG shares outstanding), the Non-Tendered Stockholders arguably have an indirect financial interest of \$605,648 in the approximately \$8.055 million principal amount of the DBMG Financing. This 7.52% ownership also arguably gives the Non-Tendered Stockholders an indirect financial interest of \$120,510 in the fees and interest DBMG is expected to pay prior to the October 1, 2021 maturity date for the DBMG Financing. Accordingly, the total amount of the HC2 Offset Payment and the HC2 Interest Offset Payment is \$726,158.

HC2's Insurers to DBMG's paying agent for the settlement payment to the Tendered Stockholders. Since HC2 is the 92.5% stockholder of DBMG, and taking into account the HC2 Offset Payment and HC2 Interest Offset Payment, HC2 is indirectly funding the approximately \$8.055 million balance of the total payment of approximately \$20.44 million to the Tendered Stockholders. In sum, HC2 and HC2's Insurers are bearing, directly and indirectly, the entirety of the approximately \$21.36 million to be paid as settlement consideration.

HC2 free cashflow is entirely earmarked for operations and debt service. Further, substantial restrictions in HC2's debt agreements make it impracticable for HC2 to make the Settlement payments to the Tendered Stockholders. Because HC2 does not have access to sufficient unrestricted funds to make Settlement-related payments to the Tendered Stockholders, HC2 is funding the Settlement indirectly through DBMG (92.5% of which is owned by HC2) to pay approximately \$8.055 million to the Tendered Stockholders. HC2 has sufficient unrestricted funding to offset the potential impact on the Non Tendered Stockholders of DBMG directly funding the approximately \$8.055 million payment. Accordingly, HC2 will use its funds to make the HC2 Offset and Interest Offset Payments to the Non-Tendered Stockholders directly.

On May 8, 2020, the parties thereto filed with the Court the Stipulation setting forth the terms and conditions of the Settlement.

On May _____ 2020, the Court entered a settlement scheduling order (the "Scheduling Order") providing for, among other things, the scheduling of the Settlement Hearing, and the distribution of this Notice.

THE SETTLEMENT OF THIS ACTION, IF APPROVED BY THE COURT ON THE TERMS AND CONDITIONS SET FORTH IN THE STIPULATION, WILL INCLUDE, WITHOUT LIMITATION, A RELEASE OF ALL RELEASED PLAINTIFF CLAIMS AGAINST THE RELEASED DEFENDANT PARTIES AND OF ALL RELEASED DEFENDANT CLAIMS AGAINST THE RELEASED PLAINTIFF PARTIES, AS THOSE TERMS ARE DEFINED IN PARAGRAPH 1 BELOW. IF YOU ARE A CLASS MEMBER, YOU WILL BE BOUND BY ANY JUDGMENT ENTERED IN THE ACTION WITH RESPECT TO YOUR ABILITY TO BRING RELEASED PLAINTIFF CLAIMS.

THE COURT HAS NOT FINALLY DETERMINED THE MERITS OF THE CLAIMS MADE BY PLAINTIFF AGAINST, OR THE DEFENSES OF, DEFENDANTS IN THE ACTION. THIS NOTICE DOES NOT IMPLY

THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF VIOLATION OF THE LAW OR THAT RELIEF IN ANY FORM OR RECOVERY IN ANY AMOUNT COULD BE HAD IF THE ACTION WAS NOT SETTLED.

DEFINITIONS

1. The following capitalized terms have the meanings specified below:
 - a. “Board” means the board of directors of DBMG as constituted from time to time.
 - b. “Business Day” means any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized to be closed in New York, New York.
 - c. “Class” means a non-opt-out class consisting of any and all record and beneficial owners of outstanding shares of DBMG common stock who held such stock at any time during the Class Period, including, without limitation, any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, 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, but excluding the Excluded Persons.
 - d. “Class Member” means a member of the Class.
 - e. “Class Period” means May 12, 2014 through and including the close of business on May 8, 2020.
 - f. “DBMG Financing” means all aspects of the authorization and borrowing by DBMG of a principal amount of approximately \$8.055 million pursuant to the Second Amendment to Financing Agreement, dated as of April 9, 2020, by and among DBMG, the Borrowers (as defined therein) party thereto, the Guarantors (as defined therein) party thereto, the Lenders (as defined therein) party thereto, and TCW Asset Management Company, as the Administrative Agent (as defined therein) and the Collateral Agent (as defined therein), made with reference to that certain Financing Agreement dated as of November 30, 2018, as amended by the First Amendment to Financing Agreement dated as of November 13, 2019,

including the terms, conditions, provisions, negotiations, agreements, and uses in connection therewith.

g. “Defendants’ Counsel” means counsel of record for the respective Defendants in the Action.

h. “Effective Date” means the first Business Day following the date of Final Approval of the Settlement.

i. “Excluded Persons” means: (1) Defendants; (2) the immediate family members of any Defendant; (3) any entity in which a Defendant has or during the Class Period had a controlling interest; (4) officers of DBMG; (5) directors and officers of HC2; and (6) the legal representatives, heirs, successors, transferees, or assigns of any such excluded person.

j. “Final Approval” of the Settlement means that the Court has entered an Order and Final Judgment with no material modification to the [Proposed] Order and Final Judgment attached as Exhibit C to the Stipulation—certifying the Class, approving the Settlement, dismissing Defendants from the Action with prejudice on the merits and without fees, costs, or expenses to any Party (except those set forth in Paragraphs 2, 9, and 17 of the Stipulation), providing for the releases set forth in Paragraphs 3–5 of the Stipulation, and providing for the Bar Order described in Paragraph 14 of the Stipulation, and that such Order and Final Judgment is final and no longer subject to further appeal or review, whether by affirmance on or exhaustion of any possible appeal or review, lapse of time, or otherwise; provided, however, and notwithstanding any provision to the contrary in the Stipulation, Final Approval shall not include (and the Settlement is expressly not conditioned on) the award of attorneys’ fees and the reimbursement of expenses or Plaintiff’s incentive award as provided in Paragraphs 17–22 of the Stipulation, and any appeal related thereto.

k. “Gross Tender Payment” means \$35.95 for each of the Tendered Stockholders Shares. The total amount of the Gross Tender Payment is approximately \$20.44 million.

l. “HC2’s Insurers” means the directors and officers liability insurers for Defendants pursuant to policies purchased by HC2 prior to its initial investment in DBMG, as amended by HC2 and the insurers in May 2014 to include DBMG and DBMG’s directors and officers as insured persons, and maintained by HC2 throughout the applicable period, as well as the insurers’ respective parents,

affiliates, predecessors-in-interest, predecessors, successors-in-interest, successors, transferees, and assigns.

m. “HC2 Interest Offset Payment” means \$0.42 for each of the Non-Tendered Stockholders Shares. The total HC2 Interest Offset Payment amount is \$120,510.

n. “HC2 Offset Payment” means \$2.09 for each of the Non-Tendered Stockholders Shares. The total HC2 Offset Payment amount is \$605,648.

o. “HC2 Release Payment” means \$1.00 for each of the Non-Tendered Stockholders Shares. The total HC2 Release Payment amount is \$289,902.

p. “Net Tender Payment” means the Gross Tender Payment, less the per share amount of the Fee and Expense Award allocated to the Tendered Stockholders. If the Court grants the full amount of the Fee and Expense Award (defined in Paragraph 17, below) to Plaintiff’s Counsel, the Net Tender Payment of \$25.76 per share will be distributed to the Tendered Stockholders.

q. “Non-Tendered Stockholders” means Class Members who held outstanding shares of DBMG common stock at the close of the 2014 Tender Offer, did not tender those shares in the 2014 Tender Offer, and continue to hold their shares on the close of the date the Settlement is approved by the Court, along with their heirs, assigns, transferees, successors, and successors-in-interest. For the avoidance of doubt, the Non-Tendered Stockholders do not include the Excluded Persons.

r. “Non-Tendered Stockholders Shares” means the shares of DBMG common stock outstanding at the close of the 2014 Tender Offer held by the Non-Tendered Stockholders that were not tendered in the 2014 Tender Offer and were not subsequently acquired by HC2. The Non-Tendered Stockholders Shares total 289,902 shares.

s. “Order and Final Judgment” means the entry of an order by the Court in substantially the form as, and with no material modification to, the [Proposed] Order and Final Judgment attached as Exhibit C to the Stipulation.

t. “Payments” means the Gross Tender Payment, the Net Tender Payment, the HC2 Offset Payment, the HC2 Interest Offset Payment, and the HC2 Release Payment.

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

v. “Plaintiff’s Counsel” means counsel of record for Plaintiff in the Action.

w. “Released Claims” means the Released Defendant Claims and the Released Plaintiff Claims.

x. “Released Defendant Claims” means any claims, complaints, liabilities, causes of action, or sanctions that have been or could have been asserted in the Action, or in any court, tribunal, forum, suit, action, or proceeding, by Defendants or any of their respective successors, transferees, and assigns against any of the Released Plaintiff Parties (including, without limitation, Unknown Claims), which arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of the Action; provided, however, that the Released Defendant Claims shall not include the right to enforce the Stipulation.

y. “Released Defendant Parties” means, whether or not each or all of the following Persons were named, served with process, or appeared in the Action: (1) Defendants; (2) any Person that is or was related to or affiliated or associated with Defendants or in which any or all of them has or had a controlling interest; (3) DBMG; (4) the members of the Board; and (5) with respect to the individuals and entities set forth or described in (1), (2), (3), or (4), the respective past or present family members, spouses, heirs, trusts, trustees, executors, estates, foundations, administrators, beneficiaries, distributees, agents, employees, fiduciaries, partners, control persons, partnerships, general or limited partners, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, shareholders, stockholders, principals, officers, managers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, transferees, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, financing sources, lenders, commercial bankers, attorneys (including, without limitation, Defendants’ Counsel), personal or legal representatives, accountants, tax advisors, insurers, co-insurers, reinsurers, and associates, of each and all of the foregoing.

z. “Released Parties” means the Released Defendant Parties and the Released Plaintiff Parties.

aa. “Released Plaintiff Claims” means (1) any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, diminutions in value, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues, and controversies of any kind, nature, or description whatsoever, (2) whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent (including, without limitation, Unknown Claims), (3) that Plaintiff or any other Class Member asserted, could have asserted, or could hereafter assert based on his, her, or its ownership of shares of DBMG common stock during the Class Period, whether direct, derivative, individual, class, representative, legal, equitable, or of any other type, or in any other capacity, or that DBMG could have asserted directly, against the Released Defendant Parties, (4) in any court, tribunal, forum, suit, action, or proceeding, (5) whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule (including, without limitation, any claims under federal or state securities laws, federal or state antitrust law, or federal or state disclosure law), (6) which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, in whole or in part, or previously were based upon, arose out of, resulted from, were related to or involved, directly or indirectly, in whole or in part, any of the actual, alleged, or attempted actions, inactions, conduct, transactions, contracts, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims, or any other matters, things, or causes whatsoever, or any series thereof, that were, could have been, or hereafter could be alleged, asserted, set forth, claimed, embraced, involved, or referred to in: (A) the Action and the subject matter thereof; (B) the 2014 Tender Offer, including, without limitation, the process leading up to the 2014 Tender Offer, the price offered or paid by HC2 in the 2014 Tender Offer, and the actions or inactions of the Released Defendant Parties in connection with the 2014 Tender Offer; (C) the disclosures in connection with the 2014 Tender Offer, including, without limitation, the Special Committee’s September 2014 letters to DBMG stockholders, HC2’s 2014 Tender Offer materials, or any other disclosures made available or publicly filed relating, directly or indirectly, to the 2014 Tender Offer, including, without limitation, claims under the federal securities laws within the exclusive jurisdiction of the federal courts; (D) HC2’s decision not to consummate a short-form merger after obtaining 90% ownership of the outstanding shares of DBMG common stock in

October 2014; (E) Plaintiff's allegation that the Non-Tendered Stockholders were wrongfully denied a liquidity opportunity in 2014 and thereafter, and any harms allegedly suffered by the Non-Tendered Stockholders due to limited opportunities to liquidate their investments in DBMG, resulting from the 2014 Tender Offer or HC2's decision not to consummate a short-form merger; (F) any of the allegations in any complaint or amendment thereto filed in the Action; (G) the Settlement, the Payments, and the DBMG Financing, including, without limitation, the approval of the foregoing by DBMG, the Board, DBMG officers, or HC2 (including HC2's officers or directors); and (H) the administration or distribution of the settlement consideration in accordance with the Settlement and the Order and Final Judgment; provided, however, that the Released Plaintiff Claims shall not include the right to enforce the Stipulation.

bb. "Released Plaintiff Parties" means Plaintiff, all other Class Members, and Plaintiff's Counsel.

cc. "Settlement Hearing" means the hearing that will be held in the Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, on August ___, 2020, at __:___ .m.

dd. "Tendered Stockholders" means Class Members who tendered their then outstanding shares of DBMG common stock in the 2014 Tender Offer, along with their heirs, assigns, transferees, successors, and successors-in-interest. For the avoidance of doubt, the Tendered Stockholders do not include the Excluded Persons.

ee. "Tendered Stockholders Shares" means the shares of DBMG common stock held by the Tendered Stockholders that were tendered in the 2014 Tender Offer. The Tendered Stockholders Shares total approximately 568,556 shares.

ff. "Unknown Claims" means any claims that a releasing Person 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 Stipulation. With respect to any of the Released Claims, pursuant to the Stipulation, the parties thereto have stipulated and agreed that upon Final Approval of the Settlement, the releasing Persons shall be deemed to have, and by operation of the Order and Final Judgment entered by the Court 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 or principle of common law of the

United States or any state of the United States or territory of the United States, or other jurisdiction, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

Pursuant to the Stipulation, the parties thereto have acknowledged, and the Class 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 thereto, and by operation of law it shall be deemed the intention of the releasing Persons, 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. Pursuant to the Stipulation, the parties have acknowledged, and the Class by operation of law shall be deemed to have acknowledged, that the inclusion of Unknown Claims in the definition of Released Plaintiff Claims was separately bargained for and was a material element of the Settlement and was relied upon by each and all of the parties thereto in entering into the Stipulation.

REASONS FOR THE SETTLEMENT

2. Pursuant to the Stipulation, Plaintiff asserts that he has brought his claims in good faith and continues to believe that his claims have legal merit, and the entry by Plaintiff into the Stipulation is not an admission as to the lack of any merit of any claims asserted in the Action. In negotiating and evaluating the terms and conditions of the Stipulation, Plaintiff's Counsel considered: (1) the strengths and weaknesses of Plaintiff's claims; (2) the legal and factual defenses of Defendants; (3) the time and expense that would be incurred by further litigation; (4) the uncertainties inherent in, and risks attendant to, litigation; (5) the desirability of permitting the Settlement to be consummated as provided by the terms and conditions of the Stipulation; and (6) the Court's concerns about the terms of the Original Settlement Agreement. Plaintiff believes that the terms and

conditions contained in the Stipulation are fair, reasonable, adequate, and in the best interests of the Class and that it is reasonable to pursue the settlement of the Action before the Court based upon the terms and conditions outlined in the Stipulation and the benefits and protections offered hereby, and wishes to document his agreement in the Stipulation.

3. The entry into the Stipulation by the Defendant parties thereto is not an admission as to the merit of any claims asserted in the Action. The Defendant parties thereto maintain that no breach of fiduciary duty occurred. The Defendant parties thereto further maintain that they have denied, and continue to deny: (1) all allegations of wrongdoing, fault, liability, or damage to Plaintiff, DBMG, or the Class; (2) that they engaged in any wrongdoing; (3) that they committed any violation of law or aiding and abetting any violation of law; (4) that the Special Committee's September 2014 letters to DBMG stockholders or any public disclosures were in any way deficient; (5) that the process by which the 2014 Tender Offer was effectuated was insufficient in any way; (6) that the price paid to DBMG stockholders in connection with the 2014 Tender Offer was insufficient in any way; and (7) that they acted improperly in any way. The Defendant parties thereto believe that they acted properly at all times, that the Action has no merit, and that they have committed no disclosure violations or any other breach of duty whatsoever, but wish to enter into the Settlement solely because they consider it desirable that the Action be settled to, among other things: (i) eliminate the burden, inconvenience, expense, risk, and distraction to Defendants of further litigation, and (ii) finally put to rest and terminate all the claims that were or could have been asserted in the Action against the Released Defendant Parties. HC2 also has denied vigorously since the outset of the Action that the claims raised by the Non-Tendered Stockholders have any factual or legal merit, has denied that the Non-Tendered Stockholders suffered any damages and has asserted that the Non-Tendered Stockholder claims are not supported by any authority. Following extensive and vigorous negotiations with Plaintiff's Counsel, HC2 has agreed to make the HC2 Release Payment solely to support the release of claims by the Non-Tendered Stockholders under the Revised Settlement.

THE SETTLEMENT CONSIDERATION

4. Pursuant to the Stipulation, in consideration for the full and final settlement between the parties thereto and the mutual releases described in the Stipulation:

a. HC2 shall transfer (1) approximately \$12.39 million that it receives from HC2's Insurers to DBMG's paying agent for payment to the Tendered Stockholders and Plaintiff's Counsel, and (2) \$1,016,060 (the aggregate amount of the HC2 Offset Payment, the HC2 Interest Offset Payment, and the HC2 Release Payment) to DBMG's paying agent for payment to the Non-Tendered Stockholders, in each case, within a number of business days sufficient to allow the payments described in paragraphs (b) and (c) below.

b. HC2 shall cause DBMG's paying agent to pay the per share amount of the HC2 Offset Payment, the per share amount of the HC2 Interest Offset Payment, and the per share amount of the HC2 Release Payment (an aggregate of \$1,016,060) to the Non-Tendered Stockholders within ten (10) business days of Final Approval.

c. HC2 shall cause DBMG to transfer approximately \$8.055 million to DBMG's paying agent within a number of business days sufficient to allow DBMG's paying agent to pay the per share amount of the Net Tender Payment to the Tendered Stockholders within ten (10) business days of Final Approval.

d. Any Class Member shall be treated as (1) a Tendered Stockholder with respect to the Tendered Stockholders Shares attributable to such Class Member, and (2) a Non-Tendered Stockholder with respect to the Non-Tendered Stockholders Shares attributable to such Class Member.

e. The parties hereto agree that the Settlement shall not be a claims-made settlement and distributions shall be made without the use of claim forms, with the Net Tender Payment distributed directly by DBMG's paying agent to the Tendered Stockholders who tendered shares in the 2014 Tender Offer through the same channels that HC2 used to pay the consideration in the 2014 Tender Offer, and with the HC2 Offset Payment, the HC2 Interest Offset Payment, and the HC2 Release Payment distributed directly by the DBMG paying agent to the Non-Tendered Stockholders who own DBMG common stock at the close of business on the date the Settlement is approved by the Court using the same channels DBMG uses to pay dividends.

f. Apart from the payments contemplated by this Paragraph 2 (as adjusted for the payments contemplated by Paragraph 17 herein), no Person shall have any further monetary obligations to Plaintiff, the Class, or Plaintiff's Counsel in connection with the Action, the Settlement, or the Released Claims.

CLASS CERTIFICATION DETERMINATION

5. On May ____, 2020, the Court entered the Scheduling Order preliminarily certifying, for settlement purposes only, a non-opt-out class, pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) consisting of the Class Members.

6. At the Settlement Hearing, the Court will determine, among other things, whether: (a) the Class Members are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law or fact common to the Class; (c) the claims of Plaintiff are typical of the claims of the Class; (d) in connection with both the prosecution of the Action and the Settlement, Plaintiff and Plaintiff's Counsel have fairly and adequately represented 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 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.

THE ORDER AND FINAL JUDGMENT

7. If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, adequate, and in the best interests of the Class, the Court will enter an Order and Final Judgment, which will, among other things:

a. Make final the Court's previous determination to certify the Class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) for purposes of the Settlement;

b. Determine that Plaintiff and Plaintiff's Counsel have adequately represented the interests of the Class in the Action;

c. Determine that the form and manner of this Notice meets the requirements of Court of Chancery Rule 23, due process, and applicable law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all Persons entitled thereto;

d. Bind all Class Members by the Order and Final Judgment;

e. Determine that the Settlement, as set forth in the Stipulation, is fair, reasonable, adequate, and in the best interests of the Class;

f. Dismiss the Action with prejudice as against Defendants without the award of any fees, costs, or expenses or the grant of further relief except for the payments contemplated by the Stipulation;

g. Fully, finally, and forever release the Released Claims against the respective Released Parties, as more fully described in the Section below entitled “Releases”;

h. Forever bar and enjoin Plaintiff and all Class Members from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Plaintiff Claims against any of the Released Defendant Parties, and forever bar and enjoin Defendants from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Defendant Claims against any of the Released Plaintiff Parties;

i. Award Plaintiff’s Counsel such attorneys’ fees and expenses as the Court deems fair and reasonable, with any such fees and expenses to be paid from the amounts otherwise payable to the Tendered Stockholders;

j. Award Plaintiff an incentive award to be paid to Plaintiff out of the attorneys’ fees and expenses paid to Plaintiff’s Counsel; and

k. Enter a bar order (the “Bar Order”) in substantially the following form:

Any claims against the Released Defendant Parties, in which the injury claimed is the claimant’s actual or threatened liability to the Released Plaintiff Parties, arising out of or relating to, or arising out of or relating to the subject matter of, the Released Plaintiff Claims, including, without limitation, any third party claims for contribution in accordance with 10 *Del. C.* § 6304(b) and any similar laws and statutes, are hereby barred.

RELEASES

8. Pursuant to the Stipulation, in consideration of the benefits provided by the Settlement, the Order and Final Judgment is proposed to, among other things, provide for the full and complete dismissal of the Action with prejudice on the merits as to Defendants without fees, costs, or expenses to any Party or any of

its attorneys, experts, advisors, agents, or representatives (except as provided in the Stipulation) and provide for the following releases:

a. As of the Effective Date, Plaintiff and all Class Members, on behalf of themselves, their legal representatives, heirs, executors, administrators, estates, predecessors, predecessors-in-interest, successors, successors-in-interest, affiliates, transferees, and assigns, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective officers, directors, managers, general partners, employees, representatives, and agents, 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 Claims on the terms and conditions set forth herein, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiff Claims against any of the Released Defendant Parties.

b. As of the Effective Date, Defendants 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 Defendant Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, or prosecuting any of the Released Defendant Claims against any of the Released Plaintiff Parties.

c. As of the Effective Date, the Parties and the Class shall be deemed bound by the Stipulation and the Order and Final Judgment. The Order and Final Judgment, including, without limitation, the release of all Released Claims against all Released Parties, shall have *res judicata*, collateral estoppel, and all other lawful preclusive effects in all pending and future lawsuits, arbitrations, or other suits, actions, or proceedings involving any of the Released Parties.

APPLICATION FOR ATTORNEYS' FEES AND EXPENSES

9. In connection with the Court's consideration of the Settlement, Plaintiff's Counsel intend to petition the Court for an award of attorneys' fees and expenses in the amount of up to \$5,795,886, payable solely from the amounts otherwise payable to the Tendered Stockholders, which amount shall be wholly inclusive of all of Plaintiff's and Plaintiff's Counsel's fees, expenses, cost disbursements, and expert and consulting fees associated with the benefits created by the Settlement (the "Fee and Expense Award"). The Fee and Expense Award to be sought will be comprised of up to 27.5% of the Gross Tender Payment, or \$5,620,886 in the aggregate, plus up to \$175,000 in out of pocket expenses

incurred by Plaintiff's Counsel in prosecuting the Action. Pursuant to the Stipulation, the parties thereto agree that Plaintiff's Counsel will not seek to include the fees, costs, or expenses of administering the Settlement in the Fee and Expense Award. The parties thereto further agree that the released Defendant Parties, the Non-Tendered Stockholders, and the Non-Tendered Stockholders shall have no responsibility to contribute to any Fee and Expense Award beyond any amounts that may be awarded to Plaintiff's Counsel from the amounts otherwise payable to the Tendered Stockholders. Defendants reserve all rights to oppose, consent to, or take no position on the Fee and Expense Award.

10. Pursuant to the Stipulation, resolution of the Fee and Expense Award is not a precondition to the Settlement or to the dismissal with prejudice of Defendants from the Action. The Court may consider and rule upon the fairness, reasonableness, and adequacy of the Settlement independently of any award of attorneys' fees and expenses. Any disapproval or modification of the application for the Fee and Expense Award by the Court or on appeal shall not affect or delay the enforceability of the Stipulation, provide any of the parties thereto with the right to terminate the Settlement, impose any obligation on any of Defendants, or subject them in any way to an increase in the amount paid by them or on their behalf in connection with the Settlement, or affect or delay the binding effect or finality of the Order and Final Judgment and the release of the Released Claims.

11. Additionally, Plaintiff's Counsel may request that the Court allocate up to \$25,000 of the Fee and Expense Award to Plaintiff as an incentive award in consideration of Plaintiff's time and effort in connection with the prosecution of Plaintiff's claims on behalf of the Class. No portion of the Fee and Expense Award shall be allocated or paid to Plaintiff except insofar as the Court expressly approves such a payment, and then only in the amount approved by the Court.

EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

14. The Stipulation provides that in the event that the proposed Settlement (or any amendment thereof by the parties thereto) is rendered null and void as to all Parties for any reason, (a) all of the Parties shall be deemed to have reverted to their respective litigation statuses immediately prior to the execution of the Stipulation, and they shall proceed in all respects as if the Stipulation had not been executed and any related orders had not been entered, (b) all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way, (c) 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 of fact of wrongdoing by any Party, shall not be used or entitle any Party to recover any fees, costs, or expenses incurred in connection with the Action, and neither the existence of the Stipulation nor its contents nor any statements made in connection with its negotiation or any settlement communications shall be admissible in evidence or shall be referred to for any purpose in the Action, or in any other suit, action, or proceeding, and (d) Defendants reserve the right to oppose certification of any plaintiff class in any suit, action, or proceeding (including, without limitation, any proceedings in the Action other than in furtherance of the Settlement).

THE SETTLEMENT HEARING

15. The Court has scheduled a Settlement Hearing which will be held on August __, 2020, at __:__ .m., in the Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801 as described previously in this Notice.

16. The Court may adjourn the Settlement Hearing or any adjournment thereof, including, without limitation, the consideration of the application for attorneys' fees and expenses, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof. The Court also may approve the Settlement at or after the Settlement Hearing or any adjournment thereof according to the terms and conditions of the Stipulation, as it may be modified by the parties thereto, with or without further notice. Further, the Court may render its judgment, and order the payment of attorneys' fees and expenses, all without further notice.

RIGHT TO APPEAR AND OBJECT AT SETTLEMENT HEARING

17. Any Class Member or current record or beneficial stockholder of DBMG who objects to the Stipulation, the Settlement, the Order and Final Judgment to be entered in the Action, Plaintiff's Counsel's application for attorneys' fees and expenses, Plaintiff's application for an incentive award to be paid to Plaintiff out of the attorneys' fees and expenses paid to Plaintiff's Counsel, or who otherwise wishes to be heard, may appear in person or by his, her, or its attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown or as the Court otherwise directs, no Person shall be heard and no papers, briefs, pleadings, or other documents submitted by any Person shall be considered by the Court unless not later than June __, 2020 such Person files with the Register in Chancery, Leonard L. Williams Justice Center, 500 North King Street, Wilmington,

Delaware 19801 and serves upon counsel listed below: (a) a written and signed notice of intention to appear that states the name, address, and telephone number of the objector and, if represented, such Person's counsel; (b) documentation evidencing such Person's status as a record or beneficial stockholder of DBMG at any time during the period between and including May 12, 2014 and the close of business on May 8, 2020; (c) a detailed statement of such Person's objections to any matters before the Court; (d) the grounds for such objections and the reasons that such Person desires to appear and be heard; and (e) all documents or writings such Person desires the Court to consider. Such filings must be served upon the following counsel by hand delivery, overnight mail, or the Court's electronic filing and service system:

Seth D. Rigrodsky
RIGRODSKY & LONG, P.A.
300 Delaware Avenue, Suite 1220
Wilmington, DE 19801

Kevin G. Abrams
ABRAMS & BAYLISS LLP
20 Montchanin Road, Suite 200
Wilmington, DE 19807

Kelly A. Terribile
GREENBERG TRAUIG, LLP
1007 North Orange Street, Suite 1200
Wilmington, DE 19801

Peter B. Ladig
BAYARD, P.A.
600 North King Street, Suite 400
Wilmington, DE 19801

Kurt M. Heyman, Esq.
HEYMAN ENERIO GATTUSO & HIRZEL LLP
300 Delaware Avenue, Suite 200
Wilmington, DE 19801

18. Unless the Court otherwise directs, no Person shall be entitled to object to the approval of the Settlement, any judgment entered thereon, the adequacy of the representation of the Class by Plaintiff and Plaintiff's Counsel, any award of attorneys' fees and expenses, any incentive award to Plaintiff, or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as described in Paragraph 17 above. Any Person who fails to object in the manner described above shall be deemed to have waived the right to object (including, without limitation, any right of appeal) and shall be forever barred from raising such objection in this or any other suit, action, or proceeding.

19. Any Class Member or current record or beneficial stockholder of DBMG who does not object to the Settlement, the request by Plaintiff's Counsel

for an award of attorneys' fees and expenses, a request by Plaintiff for an incentive award, or any other matter stated above need not do anything.

SCOPE OF THIS NOTICE AND FURTHER INFORMATION

20. The foregoing description of the Settlement Hearing, the Action, the terms and conditions of the proposed Settlement, and other matters described in this Notice are not comprehensive. Accordingly, Class Members, record and beneficial owners of outstanding shares of DBMG common stock, and their attorneys are referred to the documents filed with the Court in the Action, including, without limitation, the Stipulation, which are available for inspection 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, during regular business hours of each business day. Inquiries or comments about the Settlement, including, without limitation, requests for additional copies of this Notice, may be directed to the attention of Plaintiff's Counsel as follows:

Seth D. Rigrodsky
Rigrodsky & Long P.A.
300 Delaware Avenue, Suite 1220
Wilmington, DE 19801

PLEASE DO NOT WRITE OR CALL THE COURT.

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

21. Brokerage firms, banks, and/or other Persons who hold shares of the common stock of DBMG for the benefit of others are requested to promptly send this Notice to all of their respective beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such copies may be made to:

Schuff International Stockholder Litigation Notice Administrator
c/o KCC Class Action Services
P.O. Box 43034 Providence, RI 02940-3034
DBMGGLOBALSTOCKHOLDERLITIGATION@KCCLLC.COM

Dated: _____, 2020

BY ORDER OF THE COURT

Register in Chancery

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

SCHUFF INTERNATIONAL, INC.) CONSOLIDATED
STOCKHOLDERS LITIGATION) C.A. No. 10323-VCZ

[PROPOSED] ORDER AND FINAL JUDGMENT

WHEREAS, a consolidated stockholder class action is pending in this Court entitled *Schuff International, Inc. Stockholders Litigation*, Consolidated C.A. No. 10323-VCZ (the “Action”);

WHEREAS, (i) lead plaintiff Mark Jacobs (“Plaintiff”), on his own behalf and on behalf of the Class,¹ (ii) defendant D. Ronald Yagoda (“Yagoda” and, together with defendant Phillip O. Elbert (“Elbert”), the “Special Committee”), (iii) defendants James Rustin Roach (“Roach”) and Michael R. Hill (“Hill,” and together with Roach, the “Management Directors”), and (iv) defendants Philip A. Falcone (“Falcone”), Keith M. Hladek (“Hladek”), Paul Voigt (“Voigt”), and HC2 Holdings, Inc. (“HC2”) (collectively, the “HC2 Defendants,” and along with the Special Committee and Management Directors, the “Defendants,” and together with Plaintiff, the “Parties”), all by and through their respective counsel, have entered into a Stipulation and Agreement of Compromise, Settlement, and Release, dated May 8, 2020 (the “Stipulation”) that provides for the full and final resolution,

¹ Capitalized terms not otherwise defined herein have the meanings provided in the Stipulation (as defined below).

discharge, and settlement of all Released Claims as against the Released Parties, subject to the approval of the Court;

WHEREAS, the Stipulation and the settlement contemplated thereby (the “Settlement”) have been presented at the hearing on _____, 20__ (the “Settlement Hearing”), pursuant to the settlement scheduling order entered on _____, 2020 (the “Scheduling Order”);

WHEREAS, the parties to the Stipulation have appeared by their attorneys of record and the attorneys for the respective parties have been heard in support of the Settlement and an opportunity to be heard has been given to all other Persons desiring to be heard as provided in the Notice; and

WHEREAS, the Court has reviewed and considered the Stipulation, all papers filed and proceedings held in connection with the Settlement, and all oral and written comments regarding the proposed Settlement, and with good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, this ____ day of _____, 20__, as follows:

1. Incorporation of Documents. This Order and Final Judgment (the “Order”) incorporates and makes a part hereof the Stipulation and all of its terms, conditions, provisions, and exhibits.

2. Jurisdiction. The Court has jurisdiction over the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each Class Member.

3. Sufficiency of Notice to the Class. The Notice of Pendency of Class Action, Proposed Settlement of Class Action, and Settlement Hearing (the “Notice”) has been provided to DBMG stockholders of record who are Class Members pursuant to and in the manner directed by the Scheduling Order, proof of the dissemination of the Notice has been filed with the Court, and a full opportunity to be heard has been offered to all Parties, Class Members, and Persons in interest. The form and manner of the Notice is hereby determined to have been the best notice practicable under the circumstances and to have been given in full compliance with each of the requirements of Delaware Court of Chancery Rule 23, due process, and applicable law, and to constitute due and sufficient notice to all Persons entitled thereto.

4. Class Certification for Settlement Purposes. For purposes of settlement only, the Court finds that the Action is a proper class action pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) 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 claims of the Class; (d) in connection with both

the prosecution of the Action and the Settlement, Plaintiff and Plaintiff's Counsel have fairly and adequately represented 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 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. For purposes of settlement only, the Court hereby certifies the following non-opt-out class (the "Class"):

any and all record and beneficial owners of outstanding shares of DBMG common stock who held such stock at any time between and including May 12, 2014 and the close of business on May 8, 2020, including, without limitation, any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, 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, but excluding the Excluded Persons.

5. Class Representatives and Counsel. Solely for purposes of the Settlement, Plaintiff is finally appointed and certified as Class representative and Plaintiff's Counsel are finally appointed and certified as Class counsel. Pursuant

to, and in accordance with, Delaware Court of Chancery Rule 23, this Court hereby finds that Plaintiff and Plaintiff's Counsel adequately represented the Class in connection with the prosecution of the Action and the Settlement.

6. Approval of Settlement and Entry of Final Judgment. The Settlement is found to be fair, reasonable, adequate, and in the best interests of the Class, and it is hereby approved. The Court further finds that the Settlement is the result of arms'-length negotiations between experienced counsel fairly and adequately representing the interests of the respective Parties. Accordingly, this Court fully and finally approves the Settlement in all respects, the Parties are hereby authorized and directed to comply with and to consummate the Settlement in accordance with its terms, conditions, and provisions, and the Register in Chancery is directed to enter and docket this Order in the Action.

7. Dismissal of Action. The Action is hereby dismissed with prejudice and in its entirety in full and final discharge of any and all claims or obligations that were or could have been asserted in the Action and, except as provided in the Stipulation and this Order, without fees, costs, or expenses to any Party.

DEFINITIONS FOR RELEASES

a. "DBMG Financing" means all aspects of the authorization and borrowing by DBMG of a principal amount of approximately \$8.055 million pursuant to the Second Amendment to Financing Agreement, dated as of April 9,

2020, by and among DBMG, the Borrowers (as defined therein) party thereto, the Guarantors (as defined therein) party thereto, the Lenders (as defined therein) party thereto, and TCW Asset Management Company, as the Administrative Agent (as defined therein) and the Collateral Agent (as defined therein), made with reference to that certain Financing Agreement dated as of November 30, 2018, as amended by the First Amendment to Financing Agreement dated as of November 13, 2019, including the terms, conditions, provisions, negotiations, agreements, and uses in connection therewith.

b. “Released Claims” means the Released Defendant Claims and the Released Plaintiff Claims.

c. “Released Defendant Claims” means any claims, complaints, liabilities, causes of action, or sanctions that have been or could have been asserted in the Action, or in any court, tribunal, forum, suit, action, or proceeding, by Defendants or any of their respective successors, transferees, and assigns against any of the Released Plaintiff Parties (including, without limitation, Unknown Claims), which arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of the Action; provided, however, that the Released Defendant Claims shall not include the right to enforce the Stipulation.

d. “Released Defendant Parties” means, whether or not each or all of the following Persons were named, served with process, or appeared in the

Action: (1) Defendants; (2) any Person that is or was related to or affiliated or associated with Defendants or in which any or all of them has or had a controlling interest; (3) DBMG; (4) the members of the Board; and (5) with respect to the individuals and entities set forth or described in (1), (2), (3), or (4), the respective past or present family members, spouses, heirs, trusts, trustees, executors, estates, foundations, administrators, beneficiaries, distributees, agents, employees, fiduciaries, partners, control persons, partnerships, general or limited partners, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, shareholders, stockholders, principals, officers, managers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, transferees, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, financing sources, lenders, commercial bankers, attorneys (including, without limitation, Defendants' Counsel), personal or legal representatives, accountants, tax advisors, insurers, co-insurers, reinsurers, and associates, of each and all of the foregoing.

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

f. “Released Plaintiff Claims” means (1) any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, diminutions in value, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues, and controversies of any kind, nature, or description whatsoever, (2) whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent (including, without limitation, Unknown Claims), (3) that Plaintiff or any other Class Member asserted, could have asserted, or could hereafter assert based on his, her, or its ownership of shares of DBMG common stock during the Class Period, whether direct, derivative, individual, class, representative, legal, equitable, or of any other type, or in any other capacity, or that DBMG could have asserted directly, against the Released Defendant Parties, (4) in any court, tribunal, forum, suit, action, or proceeding, (5) whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule (including, without limitation, any claims under federal or state securities laws, federal or state antitrust law, or federal or state disclosure law), (6) which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, in whole or in part, or previously were based upon, arose out of, resulted from, were

related to or involved, directly or indirectly, in whole or in part, any of the actual, alleged, or attempted actions, inactions, conduct, transactions, contracts, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims, or any other matters, things, or causes whatsoever, or any series thereof, that were, could have been, or hereafter could be alleged, asserted, set forth, claimed, embraced, involved, or referred to in: (A) the Action and the subject matter thereof; (B) the 2014 Tender Offer, including, without limitation, the process leading up to the 2014 Tender Offer, the price offered or paid by HC2 in the 2014 Tender Offer, and the actions or inactions of the Released Defendant Parties in connection with the 2014 Tender Offer; (C) the disclosures in connection with the 2014 Tender Offer, including, without limitation, the Special Committee's September 2014 letters to DBMG stockholders, HC2's 2014 Tender Offer materials, or any other disclosures made available or publicly filed relating, directly or indirectly, to the 2014 Tender Offer, including, without limitation, claims under the federal securities laws within the exclusive jurisdiction of the federal courts; (D) HC2's decision not to consummate a short-form merger after obtaining 90% ownership of the outstanding shares of DBMG common stock in October 2014; (E) Plaintiff's allegation that the Non-Tendered Stockholders were wrongfully denied a liquidity opportunity in 2014 and thereafter, and any harms allegedly suffered by the Non-Tendered Stockholders

due to limited opportunities to liquidate their investments in DBMG, resulting from the 2014 Tender Offer or HC2's decision not to consummate a short-form merger; (F) any of the allegations in any complaint or amendment thereto filed in the Action; (G) the Settlement, the Payments, and the DBMG Financing, including, without limitation, the approval of the foregoing by DBMG, the Board, DBMG officers, or HC2 (including HC2's officers or directors); and (H) the administration or distribution of the settlement consideration in accordance with the Settlement and the Order and Final Judgment; provided, however, that the Released Plaintiff Claims shall not include the right to enforce the Stipulation.

g. "Released Plaintiff Parties" means Plaintiff, all other Class Members, and Plaintiff's Counsel.

h. "Unknown Claims" means any claims that a releasing Person 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 Stipulation. With respect to any of the Released Claims, pursuant to the Stipulation, the parties thereto have stipulated and agreed that upon Final Approval of the Settlement, the releasing Persons shall be deemed to have, and by operation of the Order and Final Judgment entered by the Court 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 or principle of common law of the United States or any state of the United States or territory of the United States, or other jurisdiction, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

Pursuant to the Stipulation, the parties thereto have acknowledged, and the Class 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 thereto, and by operation of law it shall be deemed the intention of the releasing Persons, 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. Pursuant to the Stipulation, the parties have acknowledged, and the Class by operation of law shall be deemed to have acknowledged, that the inclusion of Unknown Claims in the definition of Released

Plaintiff Claims was separately bargained for and was a material element of the Settlement and was relied upon by each and all of the parties thereto in entering into the Stipulation.

8. Release of Released Plaintiff Claims. As of the Effective Date, Plaintiff and all Class Members, on behalf of themselves, their legal representatives, heirs, executors, administrators, estates, predecessors, predecessors-in-interest, successors, successors-in-interest, affiliates, transferees, and assigns, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective officers, directors, managers, general partners, employees, representatives, and agents, 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 Claims on the terms and conditions set forth in the Stipulation, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiff Claims against any of the Released Defendant Parties.

9. Release of Released Defendant Claims. As of the Effective Date, Defendants 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 Defendant Claims, and shall thereupon be forever barred

and enjoined from commencing, instituting, or prosecuting any of the Released Defendant Claims against any of the Released Plaintiff Parties.

10. Parties Bound by Order. As of the Effective Date, the Parties and the Class shall be deemed bound by the Stipulation and the Order and Final Judgment. The Order and Final Judgment, including, without limitation, the release of all Released Claims against all Released Parties, shall have *res judicata*, collateral estoppel, and all other lawful preclusive effects in all pending and future lawsuits, arbitrations, or other suits, actions, or proceedings involving any of the Released Parties.

11. Settlement Credit. Pursuant to the Stipulation, Plaintiff, on behalf of himself and the Class, has agreed, pursuant to 10 *Del. C.* § 6304, that the damages recoverable against any other alleged tortfeasor will be reduced by the greater of (a) the amount of the Payments, and (b) the *pro rata* liability shares, if any, of Defendants, in both instances only to the extent it is established that Defendants are joint tortfeasors.

12. Bar Order. Any claims against the Released Defendant Parties, in which the injury claimed is the claimant's actual or threatened liability to the Released Plaintiff Parties, arising out of or relating to, or arising out of or relating to the subject matter of, the Released Plaintiff Claims, including, without

limitation, any third party claims for contribution in accordance with 10 *Del. C.* § 6304(b) and any similar laws and statutes, are hereby barred.

13. Plaintiff's Counsel's Attorneys' Fees and Expenses and Plaintiff's Incentive Award. Plaintiff's Counsel is hereby awarded attorneys' fees and expenses in the amount of \$_____ in connection with the settlement payments to the Tendered Stockholders, which amount the Court finds to be fair and reasonable and which shall be paid to Plaintiff's Counsel in accordance with the terms and conditions of the Stipulation. This award reflects an award of \$____ per share of the \$35.95 per share base payment to the Tendered Stockholders. Plaintiff is hereby awarded an incentive fee in the amount of \$_____ in consideration of Plaintiff's time and effort in connection with the prosecution of Plaintiff's claims on behalf of the Class, which amount shall be allocated out of the fees and expense award to Plaintiff's Counsel. 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 or expenses in any other jurisdiction from the Released Defendant Parties, the Tendered Stockholders, and the Non-Tendered Stockholders.

14. Order and Settlement Not Conditioned on Plaintiff's Counsel's Attorneys' Fees and Expenses or Plaintiff's Incentive Award. The binding effect of this Order and the obligations of Plaintiff, the Class, and Defendants under the

Settlement shall not be conditioned upon or subject to the resolution of any appeal from this Order that relates solely to the issue of Plaintiff's Counsel's application for an award of attorneys' fees and expenses or Plaintiff's incentive award.

15. Effect of Disapproval, Cancellation, or Termination. In the event that the proposed Settlement (or any amendment thereof by the parties thereto) is rendered null and void as to all Parties for any reason, (a) all of the Parties shall be deemed to have reverted to their respective litigation statuses immediately prior to the execution of the Stipulation, and they shall proceed in all respects as if the Stipulation had not been executed and any related orders had not been entered, (b) all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way, (c) 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 of fact of wrongdoing by any Party, shall not be used or entitle any Party to recover any fees, costs, or expenses incurred in connection with the Action, and neither the existence of the Stipulation nor its contents nor any statements made in connection with its negotiation or any settlement communications shall be admissible in evidence or shall be referred to for any purpose in the Action, or in any other suit, action, or proceeding, and (d) Defendants may oppose certification of any plaintiff class in any suit, action, or

proceeding (including, without limitation, any proceedings in the Action other than in furtherance of the Settlement).

16. No Admission. Neither the Stipulation nor the fact of or any terms and conditions of the Settlement, or any communications relating thereto, is evidence, or a presumption, admission, or concession by Plaintiff that he has brought his claims in anything other than good faith or that his claims do not have legal merit, and the entry by Plaintiff into the Stipulation is not an admission as to the lack of any merit of any claims asserted in the Action, and the Stipulation shall not be used, construed, deemed admissible, or entered into evidence for the purpose of giving rise to any inference that Plaintiff's claims lacked any merit at any time. Neither the Stipulation nor the fact of or any terms and conditions of the Settlement, or any communications relating thereto, is evidence, or a presumption, admission, or concession by any Defendant, any Defendants' Counsel, or any other Released Defendant Party, of any fault, liability, wrongdoing, or damages whatsoever, which are expressly denied and disclaimed by each Defendant party thereto. The Stipulation is not a finding or evidence of the validity or invalidity of any claims or defenses in the Action or any wrongdoing by any Defendant named therein or any damages or injury to Plaintiff, DBMG, or any Class Member. Neither the Stipulation, nor any of its 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 the Released Defendant Parties, or of any infirmity of any defense, or of any damage to Plaintiff, DBMG, or any Class Member, (b) otherwise be used to create or give rise to any inference or presumption against any of 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 the Released Defendant Parties or of any injury or damages to any Person, or (c) 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 the 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 the Order and Final Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect, to otherwise consummate or enforce the Stipulation, Settlement, and/or the

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.

17. Extension of Stipulation Dates. Without further order of the Court, the parties to the Stipulation may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

18. Modification of the Stipulation. Without further approval from the Court, the parties to the Stipulation are hereby authorized to 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 Order.

19. Retention of Jurisdiction. Without affecting the finality of this Order in any way, this Court reserves jurisdiction over all matters relating to the administration and consummation of the Settlement, including, without limitation, the resolution of any disputes that may arise with the effectuation of any of the provisions of the Stipulation, the entry of such further orders as may be necessary or appropriate in administering and implementing the terms, conditions, and provisions of the Settlement and this Order, and other matters related or ancillary to the foregoing.

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

Vice Chancellor Zurn