

EXECUTION VERSION

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

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MIAMI FIREFIGHTERS' RELIEF & PENSION FUND and STEVEN J. REYNOLDS, derivatively on behalf of XEROX HOLDINGS CORPORATION,	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
CARL C. ICAHN, HIGH RIVER LIMITED PARTNERSHIP, ICAHN CAPITAL LP, KEITH COZZA, GIOVANNI VISENTIN, JONATHAN CHRISTODORO, JOSEPH ESCHEVARRIA, NICHOLAS GRAZIANO, CHERYL GORDON KRONGARD, and ANDREW SCOTT LETIER,	:	Index No. 657447/2019 Part 61 Justice Nancy M. Bannon
	:	
Defendants,	:	
and	:	
	:	
XEROX HOLDINGS CORPORATION,	:	
	:	
Nominal Defendant.	:	
	:	
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STIPULATION OF SETTLEMENT

This Stipulation of Settlement, dated as of May 6, 2024 (this "Stipulation") is made and entered into by and among: (i) defendants Carl C. Icahn, High River Limited Partnership, and Icahn Capital LP (collectively, the "Icahn Defendants"), (ii) plaintiffs Miami Firefighters' Relief & Pension Fund and Steven J. Reynolds (together, "Plaintiffs"), and (iii) nominal defendant Xerox Holdings Corporation ("Xerox" and, together with the Icahn Defendants and Plaintiffs, the "Parties"). This Stipulation is intended by the Parties to fully, finally, and forever resolve,

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discharge, and settle the Released Claims (defined below), upon and subject to the terms and conditions hereof.

II. PROCEDURAL BACKGROUND

On December 13, 2019, plaintiff Miami Firefighters Relief & Pension Fund filed a shareholder derivative complaint (the “Complaint”) asserting claims, purportedly on behalf of Xerox, against the Icahn Defendants and certain of Xerox’s current or former directors (the “Director Defendants”). Shortly thereafter, plaintiff Steven J. Reynolds filed a similar shareholder derivative complaint. On January 15, 2020, the two cases were consolidated into a single case (the “Action”), with the Complaint becoming the operative pleading.

The Complaint asserts that the Icahn Defendants owed fiduciary duties to Xerox and breached those duties, along with the terms of a confidentiality agreement between Xerox and the Icahn Defendants, and were unjustly enriched, all as a result of the Icahn Defendants’ alleged purchases of HP Inc. (“HP”) common stock (“HP stock”). The Complaint alleges that the Icahn Defendants’ purchases of HP stock were made based on alleged material, nonpublic information indicating that Xerox planned to attempt to acquire HP. Plaintiffs also asserted that the Director Defendants breached fiduciary duties to Xerox by permitting the Icahn Defendants’ purchases of HP stock to occur.

On December 14, 2020, the Court issued an order dismissing the Action in its entirety. Plaintiffs appealed the Court’s December 14, 2020 dismissal order only as to the claims against the Icahn Defendants, and on November 18, 2021, the Supreme Court for the State of New York, Appellate Division, First Judicial Department reversed the Court’s dismissal of Plaintiffs’ claims against the Icahn Defendants and remanded the Action to the Court.

Following remand, Xerox’s board of directors (the “Xerox Board”) formed a special litigation committee (“SLC”) to investigate Plaintiffs’ remaining claims asserted against the Icahn

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Defendants. On March 18, 2022, the SLC moved to dismiss the Action after investigating Plaintiffs' claims. On March 25, 2022, the Icahn Defendants moved for summary judgment. On April 4, 2022, Plaintiffs cross-moved for partial summary judgment. On July 5, 2022, the Court denied these motions without prejudice to their renewal after Plaintiffs obtained limited discovery ordered by the Court.

On September 29 and 30, 2022, the SLC renewed its motion to dismiss as one for summary judgment, the Icahn Defendants renewed their motion for summary judgment, and Plaintiffs renewed their cross-motion for partial summary judgment. Also on September 30, 2022, Plaintiffs and the SLC filed supplemental briefing with respect to the limited discovery ordered by the Court. On October 24, 2022, Plaintiffs and the SLC responded to each other's supplemental briefs.

On January 6, 2023, the Court denied the Icahn Defendants' and the SLC's motions for summary judgment and did not grant the Plaintiffs' cross-motion for partial summary judgment. Also on January 6, 2023, the Court "strongly recommend[ed] that the parties seek a consensual resolution of these cases."

On January 24 and 25, 2023, respectively, the SLC and the Icahn Defendants appealed the Court's decision denying their motions for summary judgment. On February 1, 2023, the Icahn Defendants asked the Court to stay the case pending appeal, a request that Plaintiffs opposed and Xerox joined. On February 3, 2023, the Court declined to stay the Action. On February 8, 2023, Plaintiffs cross-appealed the Court's failure to grant their cross-motion for summary judgment. These three appeals (collectively, the "Appellate Action") remain pending and have been fully briefed, but not yet argued. On March 8, 2023, the SLC moved the Appellate Division for a stay pending the Appellate Action. After full briefing, that request was denied by the Appellate Division on April 13, 2023.

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The Parties have engaged in discovery in the Action since the denial of the SLC's and the Icahn Defendants' motions for summary judgment. Xerox and the Icahn Defendants collectively produced approximately seventy thousand pages of documents (including native files) in response to Plaintiffs' requests for documents. Plaintiffs have taken the depositions of both SLC members and two percipient witnesses and noticed an additional eight depositions.

Counsel for the Parties, with the assistance of mediator Dennis Glazer, Esq. (the "Mediator") have engaged in extensive arms' length discussion and negotiations regarding a potential resolution of the claims asserted in the Action. Following these discussions and negotiations, on March 6, 2024, the Parties executed a memorandum of understanding, memorializing the terms of the settlement (the "Settlement") that is set forth in this Stipulation.

III. CLAIMS OF PLAINTIFFS AND BENEFITS OF SETTLEMENT

Plaintiffs believe that their derivative claims have merit, and Plaintiffs' entry into this Stipulation is not intended to be and shall not be construed as an admission or concession concerning the relative strength or merits of the claims alleged in the Action. However, Plaintiffs and Plaintiffs' counsel recognize and acknowledge the significant risk, expense, and length of continued proceedings necessary to prosecute the derivative claims against the Icahn Defendants through trial and possible appeals. Plaintiffs' counsel also have taken into account the uncertain outcome and the risk of any litigation, as well as the difficulties and delays inherent in such litigation. Plaintiffs' counsel are also mindful of the risk posed by the SLC's and the Icahn Defendants' pending appeals in the Appellate Action.

Based on Plaintiffs' counsel's review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiffs' counsel and the Mediator believe that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon Xerox. Based on their counsel's evaluation, Plaintiffs have determined that the

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Settlement is in the best interests of Xerox and have agreed to settle the Action upon the terms and subject to the conditions set forth herein.

Neither this Stipulation, nor any of its terms or provisions, shall be used as evidence regarding the merit of any of the Released Claims or as an admission by or against Plaintiffs that they would not be able to prove Xerox's claims at trial.

IV. ICAHN DEFENDANTS' DENIAL OF WRONGDOING AND LIABILITY AND XEROX'S POSITION ON SETTLEMENT

The Icahn Defendants have denied and continue to deny each and all of the claims and contentions alleged by Plaintiffs in the Action, except insofar as any contention is admitted in their answer to the Complaint. Nonetheless, the Icahn Defendants have concluded that it is desirable for the Action to be fully and finally settled in the matter and upon the terms and conditions set forth in this Stipulation. The Icahn Defendants have considered the additional burdens and expense to be incurred by further discovery and other proceedings, and have also taken into account the uncertainty and risks inherent in any litigation. The Icahn Defendants have, therefore, determined that it is in their best interests for the Action to be settled in the manner and upon the terms and conditions set forth in this Stipulation (which includes a request for a stay of all deadlines and discovery in the Action).

Xerox takes no position as to the merits of Plaintiffs' claims in the Action, in which Plaintiffs do not assert any claims against Xerox or seek any relief from Xerox. To the extent that any of Plaintiffs' claims or allegations can be construed as against Xerox, Xerox denies all such allegations and any liability to Plaintiffs. Xerox has concluded that it is desirable for the Action to be fully and finally settled in the matter and upon the terms and conditions set forth in this Stipulation.

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Neither this Stipulation, nor any of its terms or provisions, shall be used as evidence of the validity of any of the Released Claims or an admission by or against any of the Icahn Defendants or Xerox of any fault, wrongdoing, or concession of liability whatsoever.

V. TERMS OF STIPULATION AND SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the undersigned counsel for the Parties, in consideration of the benefits flowing to the Parties from the Settlement, and subject to the approval of the Court, that the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice and with full preclusive effect as to all Parties, upon and subject to the terms and conditions of this Stipulation, as set forth below.

1. Definitions

1.1. “Action” means the consolidated shareholder derivative action pending in the Court captioned *Miami Firefighters Relief & Pension Fund, et al. v. Icahn, et al.*, Index No. 657447/2019 (Sup. Ct. N.Y. Cnty.).

1.2. “Appellate Action” means the appeals and cross-appeal of decisions in the Action, pending in the Supreme Court for the State of New York, Appellate Division, First Judicial Department, captioned *Miami Firefighters Relief & Pension Fund, et al. v. Icahn, et al.*, Case No. 2023-00732.

1.3. “Court” means the Supreme Court for the State of New York, County of New York.

1.4. “Deason” means Xerox shareholder Darwin Deason, collectively with any of his affiliated entities.

1.5. “Deason Confidentiality Agreement” means the Confidentiality Agreement dated as of January 26, 2021 among Xerox and Deason.

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1.6. “Director Defendants” means the individuals Keith Cozza, Giovanni Visentin, Jonathan Christodoro, Joseph Echevarria, Nicholas Graziano, Cheryl Gordon Krongard, and Andrew Scott Letier, and any of their successors or assigns.

1.7. “Effective Date” means the date by which all of the events and conditions specified in Section 6.1 have been met and have occurred.

1.8. “Final” means when the last of the following, with respect to the Judgment, shall have occurred: (1) the expiration of the time to file a notice of appeal from the Judgment without a notice of appeal having been filed; or (2) if an appeal has been filed, the Appellate Division has either affirmed the Judgment or dismissed the appeal and the time for any reconsideration or further appellate review has passed; or (3) if the Court of Appeals or other higher court has granted further appellate review, that court has either affirmed the underlying judgment or affirmed the decision by the Appellate Division or Court of Appeals, as the case may be, affirming the Judgment or dismissing the appeal. For purposes of this paragraph, an “appeal” shall not include any appeal that concerns only the issue of attorneys’ fees and expenses for Plaintiffs’ counsel. Any proceeding or order or any appeal or petition for review pertaining solely to the application for attorneys’ fees and expenses shall not in any way delay or preclude the Judgment from becoming Final.

1.9. “Final Approval Hearing” means the hearing set by the Court to consider final approval of the Settlement.

1.10. “Judgment” means the order entered by the Court that dismisses the Action pursuant to the Settlement, substantially in the form of Exhibit A attached hereto.

1.11. “Notice” means the Notice of Pendency and Proposed Settlement of Derivative Action, substantially in the form of Exhibit B attached hereto.

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1.12. “Preliminary Approval Order” means the order entered by the Court that preliminarily approves the Settlement, authorizes the form and manner of providing notice of the Settlement to Xerox’s shareholders, and sets a date for the Final Approval Hearing, substantially in the form of Exhibit C attached hereto.

1.13. “Related Persons” means, with respect to any person or entity, all of such person’s or entity’s heirs, estates, trustees, executors, administrators, legal representatives, predecessors, and successors, as well as any parents, subsidiaries, affiliates, partners, members, principals, spouses, agents, advisors, attorneys, insurers, and past or present officers, directors, and employees whom such person or entity controls or has the ability to control or who is acting for or on behalf of such person or entity.

1.14. “Released Claims” means any and all claims for relief or causes of action, debts, demands, rights, liabilities, losses, and claims whatsoever, known or unknown, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, that have been, could have been, or in the future might be asserted by Plaintiffs in the Action, individually or as shareholders of Xerox, by Xerox, or by any other person acting or purporting to act on behalf of Xerox, against the Released Parties, arising out of or relating to the facts, transactions, events, occurrences, acts, disclosures, statements, or omissions that were alleged in the Action against the Icahn Defendants, Xerox, or the Director Defendants; *provided*, however, that for the avoidance of doubt, “Released Claims” and any release provided by this Settlement shall not include: (a) any claim to enforce the Settlement; (b) any claims by the Icahn Defendants, Xerox, or any other person to enforce their respective rights under any contract or policy of insurance; or (c) Plaintiffs’ rights with respect to the Final Fee and Expense Award (as defined in Section 4.2).

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1.15. “Released Parties” means any or all of the Icahn Defendants, Xerox, and the Director Defendants, and/or any of their respective heirs, estates, trustees, executors, administrators, legal representatives, predecessors, successors, parents, subsidiaries, affiliates, partners, members, principals, spouses, agents, advisors, attorneys, insurers, or any person acting for or on behalf of them and each of their past or present officers, directors, and employees.

1.16. “Releasing Parties” means Plaintiffs and Xerox, and/or any of their respective heirs, estates, trustees, executors, administrators, legal representatives, predecessors, successors, parents, subsidiaries, affiliates, partners, members, principals, spouses, agents, advisors, attorneys, insurers, or any person acting for or on behalf of them and each of their past or present officers, directors, and employees.

1.17. “SLC” means the Special Litigation Committee established by the Xerox Board to investigate Plaintiffs’ claims in this Action.

1.18. “Summary Notice” means the Notice of Pendency and Proposed Settlement of Derivative Action, substantially in the form of Exhibit D attached hereto.

1.19. “Xerox Board” means the board of directors of Xerox.

2. Terms of Settlement

2.1. Within ninety (90) days of the date that the Judgment becomes Final, Xerox, or the Xerox Board, as applicable, shall implement the changes to corporate governance set forth below (the “Corporate Governance Improvements”).

2.1.1. Xerox’s directors will select and appoint to the Xerox Board two new independent directors (the “New Directors”). In selecting the New Directors, the Xerox Board will identify a diverse group of highly qualified independent candidates with experience and skills relevant to the successful oversight of Xerox’s strategy, including experience and skills in operations, the technology industry, senior leadership, business transformation, international

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business, risk management, talent management, regulatory/legal compliance, and finance/accounting. The Xerox Board may retain a search firm to aid in selecting the New Directors to ensure that the Xerox Board has access to a broad pool of qualified candidates. A final group of candidates will be interviewed by directors currently serving on the Xerox Board and by members of Xerox's management, and the candidates that the Xerox Board determines are most qualified will be appointed as the New Directors.

2.1.2. The Xerox Board will constitute a new Strategic Review Committee (the "SRC") consisting of three independent directors, including one of the New Directors. Neither any officer of Xerox nor any director appointed to the Xerox Board by Deason shall serve on the SRC. The SRC shall:

- (a) have a mandate to review (but not necessarily recommend) material, value-enhancing possibilities for Xerox, including (without limitation) a recapitalization, a reorganization, targeted M&A activity, spin-offs, and a potential sale of Xerox or going private transaction;
- (b) retain legal and financial advisors as it deems appropriate;
- (c) reach its conclusions, if any, by December 31, 2025; and
- (d) report to the Xerox Board on an interim basis as it deems appropriate but at least quarterly.

2.1.3. If either a direct beneficial owner of more than 5% of Xerox's stock or Xerox's management proposes to engage in a change of control transaction with Xerox, the Xerox Board will form a special committee of independent directors to assess and make recommendations concerning any such proposal.

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2.1.4. Xerox will amend the Deason Confidentiality Agreement by adding the following two sentences to the end of paragraph 6 of the Deason Confidentiality Agreement:

Under the Company's policies, the Company established time periods ("Window Periods") during which individuals and entities which may be in possession of material non-public information are not permitted to trade. To the extent that You or your Representatives possess Evaluation Material which contains material non-public information, You agree that You will not trade Company securities during those Window Periods, or trade securities of any entity during any period the Company is considering that entity as a potential counterparty in a transaction or partnership.

Xerox will add substantially similar language to any confidentiality agreement entered into with any shareholder that (a) is a direct beneficial owner of more than 5% of Xerox's stock, and (b) has one or more designees seated on the Xerox Board.

2.1.5. Xerox shall continue to require every member of the Xerox Board to attend regular training, at least annually, on corporate governance matters. Such training will be conducted by Xerox's in-house counsel or outside counsel and will address compliance with laws and regulations, disclosure to stockholders, and fiduciary duties in the context of a public company, including compliance with Generally Accepted Accounting Principles, the Sarbanes-Oxley Act, corporate governance, assessment of risk, compliance training, and reporting requirements for publicly traded corporations.

2.1.6. Except as provided for in Section 2.1.2 with respect to the SRC, the Corporate Governance Improvements provided for in this Section 2.1 shall remain in place for a period of four (4) years from the date of their implementation.

2.2. The Icahn Defendants will pay or cause to be paid \$2.2 million to Xerox (such payment, the "Settlement Payment"). The Icahn Defendants will cause the Settlement Payment to be placed in an escrow account within five (5) days of the execution of this

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Stipulation, and the Settlement Payment will be held in escrow and released to Xerox upon the Effective Date. The Settlement Payment is intended to partially reimburse Xerox for costs incurred in connection with the Action, including the SLC's investigation in connection with the Action. The Icahn Defendants and Xerox (on behalf of itself and the SLC) represent that they have no prior agreement with respect to the Settlement Payment.

2.3. Xerox credits Plaintiffs with the changes to corporate governance that have been effected as a result of this Action and Settlement, including, but not limited to, those set forth in this Stipulation. Xerox agrees that the terms of the Settlement, as reflected in this Stipulation, have and will confer a substantial benefit on Xerox.

3. Approval and Notice of Settlement

3.1. Promptly after execution of this Stipulation, the Parties shall submit this Stipulation to the Court, and Plaintiffs shall apply for entry of the Preliminary Approval Order.

3.2. Xerox shall be responsible for, and shall bear all expenses of, giving notice of the Settlement to Xerox's shareholders. Subject to the Court's approval, after the entry of the Preliminary Approval Order, Xerox shall within ten (10) days of being so ordered: (a) post the Notice and a copy of the Stipulation on the Investor Relations page of Xerox's website, and (b) publish the Summary Notice in *The Wall Street Journal*. The Summary Notice shall provide a link to the Investor Relations page of Xerox's website where the Notice and a copy of this Stipulation may be viewed, which link shall be maintained through the date of the Final Approval Hearing. The Parties acknowledge and agree that the content and manner of the Notice, as set forth in this paragraph, constitutes adequate and reasonable notice to Xerox's shareholders pursuant to applicable law and due process. No later than thirty (30) days before the Final Approval Hearing, Xerox's counsel shall file with the Court an appropriate affidavit or declaration with respect to posting and publishing of the notice of the Settlement.

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3.3. Pending the Effective Date, the Action, including all discovery and deadlines (including the Note of Issue), shall be stayed, subject to Court approval, except as otherwise provided herein or to the extent the Court declines to stay proceedings as set forth in the Preliminary Approval Order. In addition, pending the Effective Date, the Parties agree to (a) cooperate to the extent any of the Parties requests, moves, or takes any action necessary to obtain a stay of discovery and, as applicable, an extension the Note of Issue date in the Action, and (b) jointly move to defer any argument in the Appellate Action. For the avoidance of doubt Xerox represents that, for purposes of the foregoing sentence only, the term “Parties” includes the SLC.

4. Plaintiffs’ Attorneys’ Fees and Expenses

4.1. Plaintiffs may apply to the Court for an award of attorneys’ fees only against Xerox in any amount and for reimbursement of expenses incurred in prosecuting the Action. Notwithstanding anything contained herein, Xerox reserves all rights to oppose any application by Plaintiffs for fees and expenses. The Icahn Defendants agree not to take any position on the issue of attorneys’ fees and reimbursement of expenses.

4.2. Xerox will pay or cause to be paid any Final, non-appealable award of attorneys’ fees and expenses by the Court (the “Final Fee and Expense Award”). The Final Fee and Expense Award shall constitute final and complete payment for Plaintiffs’ attorneys’ fees and expenses that have been incurred or will be incurred in connection with the Action. The Final Fee and Expense Award shall be paid to Plaintiffs’ counsel within thirty (30) days of the later of (a) the Effective Date, and (b) Plaintiffs’ counsel’s furnishing of wire transfer information in a form reasonably acceptable to Xerox, together with an IRS Form W-9. In no event shall Xerox be obligated to pay any fees or costs to Plaintiffs’ counsel in excess of the Final Fee and Expense Award unless required to do so by a Court order concerning costs on appeal.

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4.3. Plaintiffs' counsel shall allocate the Final Fee and Expense Award among themselves.

5. Releases

5.1. Pursuant to the Judgment, without further action by anyone, upon the Effective Date:

5.1.1. The Releasing Parties, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever released, relinquished, settled, and discharged any and all Released Claims against each and every one of the Released Parties.

5.1.2. The Icahn Defendants and Xerox on behalf of itself and the SLC, on behalf of themselves and their respective affiliates, families, parent entities, associates, subsidiaries, successors, or assigns, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and the Judgment shall have, fully, finally, and forever released, relinquished, settled, and discharged any and all manner of claims, rights, or causes of action of any kind or of any nature whatsoever, against any person, including individuals, partnerships, organizations, or entities, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action by Plaintiffs.

5.2. Nothing herein shall in any way impair or restrict the rights of any Party to enforce the terms of this Stipulation.

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

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6.1. The Effective Date of this Stipulation shall be conditioned on the occurrence of all of the following events:

6.1.1. Court approval of the content and method of providing notice of the proposed Settlement to Xerox's shareholders, and the subsequent dissemination pursuant thereto of the notice of the proposed Settlement to Xerox's shareholders;

6.1.2. Court entry of the Judgment, in all material respects in the form set forth as Exhibit A annexed hereto, approving the Settlement and dismissing the Action with prejudice; and

6.1.3. the passing of the date upon which the Judgment becomes Final.

6.2. If any of the conditions specified above in Section 6.1 are not met, then this Stipulation shall be canceled and terminated subject to Section 6.4.

6.3. If the Court (or any appellate court) modifies the terms of the Stipulation in any way that a Party in good faith determines is material, such material change may serve as grounds for any Party to terminate the Settlement. If the Parties cannot agree on whether a Court-ordered modification is material, they will refer the issue to the Mediator or, if he is unavailable, another mediator mutually acceptable to the Parties, for a binding, non-appealable decision.

6.4. If for any reason the Effective Date of this Stipulation does not occur or if this Stipulation is in any way canceled, terminated, or fails to become Final in accordance with its terms: (a) all Parties shall be restored to their respective positions in the Action as of the date of this Stipulation; (b) all releases delivered in connection with this Stipulation as well as litigation bars and enjoinders as set forth in Section 7.14 shall be null and void; (c) the Final Fee and Expense Award shall not be due to Plaintiffs' counsel; and (d) all negotiations, proceedings,

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documents prepared, and statements made in connection herewith shall be without prejudice to the Parties, shall not be deemed or construed to be an admission by a Party of any act, matter, or proposition, and shall not be used in any manner for any purpose in any subsequent proceeding in the Action or any other proceeding for any purpose. Xerox, on behalf of itself and the SLC, and the Icahn Defendants agree that if this section 6.4 is triggered, they will not oppose a request by Plaintiffs to extend the Note of Issue deadline for a reasonable amount of time for Plaintiffs' counsel to complete taking depositions in the Action.

7. Miscellaneous Provisions

7.1. The Parties: (a) acknowledge that it is their intent to consummate this Stipulation; and (b) agree to act in good faith and cooperate to take all reasonable and necessary steps to expeditiously implement the terms and conditions of this Stipulation.

7.2. In the event that any part of the Settlement is found to be unlawful, void, unconscionable, or against public policy by a court of competent jurisdiction, the remaining terms and conditions of the Settlement shall remain intact.

7.3. The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Action and the Released Claims. The Settlement comprises claims that are contested and shall not be deemed an admission by any Party as to the merit or lack of merit of any claim, allegation, or defense. Subject to, and conditional on, the Court's Final approval of the Settlement contemplated herein, the Parties agree that each has complied fully with the applicable requirements of good faith litigation, the Action is being settled voluntarily, and no Parties shall take the position that the Action was brought or defended in bad faith.

7.4. Neither this Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Stipulation or the Settlement (i) is or

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may be deemed to be or may be offered, attempted to be offered, or used in any way by the Parties or any other person as a presumption, a concession, or an admission of, or evidence of, any fault, wrongdoing, liability, or non-liability of the Parties or Released Parties, or of the validity or infirmity of any Released Claims; or (ii) is intended by the Parties to be offered or received as evidence or used by any other person in any other actions or proceedings, whether civil, criminal, or administrative, other than to enforce the terms therein.

7.5. This Stipulation may be modified or amended only by a writing signed by counsel for each of the Parties hereto.

7.6. No representations, warranties, or inducements have been made to any of the Parties concerning this Stipulation other than the representations, warranties, and covenants contained and memorialized in this document.

7.7. Each counsel or other person executing this Stipulation on behalf of any of the Parties hereby warrants that such Person has the full authority to do so.

7.8. The exhibits to this Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

7.9. This Stipulation constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.

7.10. This Stipulation shall be read and interpreted according to its plain meaning, and any ambiguity shall not be construed against any Party. It is expressly agreed by the Parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Stipulation. In the event

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that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit hereto, the terms of this Stipulation shall prevail.

7.11. This Stipulation may be executed in counterparts, including by signature transmitted electronically, by facsimile, or e-mailed PDF files. Each counterpart, when so transmitted, shall be deemed to be the original, and all such counterparts together shall constitute the same instrument.

7.12. This Stipulation shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of New York, and the rights and obligations of the parties to this Stipulation shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of New York without giving effect to that State's choice of law principles.

7.13. Without affecting the finality of the Judgment entered in accordance with this Stipulation, the Court shall retain jurisdiction to implement and enforce the terms of the Stipulation and the Judgment and to consider any matters or disputes arising out of or relating to the Settlement, except as to those matters specifically referred to the Mediator herein, and the Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation and Judgment, and for such matters or disputes arising out of or relating to the Settlement.

7.14. Unless and until this Stipulation is terminated according to its terms, Plaintiffs and their Related Persons, and anyone who acts or purports to act on their behalf, are barred and enjoined from filing, commencing, prosecuting, intervening in, participating in, or obtaining any relief from any other lawsuit, arbitration, or administrative, regulatory, or other proceeding (including a motion or complaint in intervention in any such action or proceeding if

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the person or entity filing such motion or complaint in intervention purports to be acting, on behalf of, for the benefit of, or derivatively for any of the above persons or entities) or order, in any jurisdiction or forum, as to the Released Parties based on or relating in any way to the Released Claims. For the avoidance of doubt, this Section 7.14 does not apply to this Action or preclude any of the Parties from seeking a stay of discovery or any other deadlines, jointly moving to defer any argument in the Appellate Action, or seeking approval of the settlement.

7.15. The Stipulation shall run to the Parties' respective successors-in-interest.

7.16. After prior notice to the Court, but without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any provisions of this Stipulation.

7.17. To the extent any Party issues any press release or makes any other public announcement or statement concerning the Settlement or the resolution of the Action, such release, announcement, or statement shall not describe the Settlement in a manner that is inconsistent with the terms of the Stipulation or disclose information that is not contained in the Stipulation.

IN WITNESS WHEREOF, the Parties have caused the Stipulation to be executed by their duly authorized attorneys and dated May 6, 2024.

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Dated: New York, New York
May 6, 2024

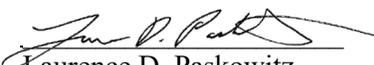
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