

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE ARCHER AVIATION INC.
STOCKHOLDER LITIGATION

CONSOLIDATED
C.A. No. 2024-0527-LWW

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

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

TO: ALL RECORD AND BENEFICIAL HOLDERS OF ATLAS CREST INVESTMENT CORP. (“ATLAS CREST”) CLASS A COMMON STOCK, WHO HELD SUCH STOCK AS OF SEPTEMBER 10, 2021 (THE “REDEMPTION DEADLINE”), AND WHO ELECTED NOT TO REDEEM ALL OR SOME OF THEIR SHARES OF ATLAS CREST CLASS A COMMON STOCK, INCLUDING THEIR SUCCESSORS-IN-INTEREST WHO OBTAINED SHARES BY OPERATION OF LAW, BUT EXCLUDING: (I) DEFENDANTS; (II) MEMBERS OF THE IMMEDIATE FAMILY OF ANY INDIVIDUAL DEFENDANT; (III) ANY ENTITY IN WHICH ANY DEFENDANT OR ANY OTHER EXCLUDED PERSON, OR GROUP OF EXCLUDED PERSONS, HAS, OR HAD AS OF THE CLOSING, A CONTROLLING INTEREST; AND (IV) THE LEGAL REPRESENTATIVES, AGENTS, HEIRS, ESTATES, SUCCESSORS, OR ASSIGNS OF ANY SUCH EXCLUDED PERSONS (THE “CLASS”).¹

Notice of Pendency of Stockholder Class Action: Please be advised that your rights will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you were a public stockholder of Atlas Crest Class A Common Stock as of the Redemption Deadline.

¹ Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Settlement, Compromise, and Release between Plaintiffs and the Settling Defendants, dated as of August 10, 2026 (the “Stipulation”). A copy of the Stipulation is available at www.AtlasCrestStockholderLitigation.com (the “Settlement Website”).

Notice of Settlement: Please be advised that (i) Plaintiffs Sonal Singh, Saheem Kundapur, and Josh Wortman (the “Plaintiffs”), on behalf of themselves and the Class (as defined herein), and (ii) Defendants Kenneth Moelis, Michael Spellacy, Emanuel Pearlman, David Fox, and Eileen Murray (the “Settling Defendants”) (together with Plaintiffs, the “Settling Parties,” and each a “Settling Party”), have reached a proposed settlement for \$15,000,000.00 in cash (the “Settlement Amount”) as set forth in the Stipulation (the “Settlement”). The Settlement, if approved, will resolve all claims in the Action.

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

CLASS MEMBERS’ LEGAL RIGHTS IN THE SETTLEMENT:	
TO RECEIVE A PAYMENT FROM THE SETTLEMENT, <u>CLASS MEMBERS MUST SUBMIT A PROOF OF CLAIM.</u>	If you are a member of the Class, you may be eligible to receive a distribution from the Settlement proceeds. Eligible Class Members <u>must</u> submit a Proof of Claim such that it is submitted online or received by mail no later than January 4, 2027, in order to receive a distribution from the Settlement, if approved by the Court. If you are eligible to receive a distribution from the Settlement, it will be paid to you directly. <i>See</i> Paragraphs 49-64 below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN NOVEMBER 17, 2026.	If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Plaintiffs’ Counsel’s request for a Fee and Expense Award (defined in Paragraph 67 below), you may write to the Court and explain the reasons for your objection.

CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:

**ATTEND A HEARING
ON DECEMBER 3, 2026
AT 11:00 a.m., AND FILE
A NOTICE OF
INTENTION TO
APPEAR SO THAT IT IS
RECEIVED NO LATER
THAN NOVEMBER 18,
2026.**

Filing a written objection and notice of intention to appear that is received by November 18, 2026 allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the December 3, 2026 hearing may be conducted by telephone or videoconference (*see* Paragraphs 68-69 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

WHAT THIS NOTICE CONTAINS

What Is The Purpose Of This Notice?	Page 5
What Is This Case About?	Page 5
How Do I Know If I Am Affected By The Settlement?	Page 10
What Are The Terms Of The Settlement?	Page 10
What Are The Settling Parties' Reasons For The Settlement?	Page 11
Will I Receive A Payment From The Settlement? How Much Will My Payment From The Settlement Be? How Will I Receive My Payment?	Page 12
What Will Happen If The Settlement Is Approved? What Claims Will The Settlement Release?	Page 17
How Will Class Counsel Be Paid?	Page 19
When And Where Will The Settlement Hearing Be Held? Do I Have To Come To The Hearing? May I Speak At The Hearing If I Do Not Like The Settlement?	Page 20
Can I See The Court File? Whom Should I Contact If I Have Questions?	Page 23
What If I Held Stock On Someone Else's Behalf?	Page 24

WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement. The Notice is also being sent to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Plaintiffs' Counsel for a Fee and Expense Award in connection with the Settlement (the "Settlement Hearing"). See Paragraphs 68-69 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be mailed to you because you may be a member of the Class, and you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how the Action and the proposed Settlement generally affects your legal rights.

PLEASE NOTE: The Court may approve the proposed Settlement with such modifications as the Settling Parties may agree to, if appropriate, without further notice to the Class.

3. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to Eligible Class Members will be made after any appeals are resolved.

PLEASE NOTE: Receipt of this Notice does not mean that you are a Class Member or an Eligible Class Member or that you will be entitled to receive a payment from the Settlement.

WHAT IS THIS CASE ABOUT?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS, AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

4. Plaintiffs' claims in this Action concern Defendants' alleged impairment of Atlas Crest Class A common stockholders' right to make an informed redemption decision in connection with the business combination between Atlas Crest and Archer Aviation, Inc. ("Legacy Archer"). Plaintiffs allege that the

Defendants, Atlas Crest's sponsor, directors, and officers, were duty bound to provide Atlas Crest stockholders with all material information related to their redemption decision in an honest and forthright manner. Plaintiffs allege: (i) that the Defendants caused Atlas Crest to make materially false and misleading public statements about the benefits of the proposed business combination; and (ii) that the Defendants' alleged breaches of fiduciary duty, and Defendants' unjust enrichment, harmed the Class by, among other things, dissuading its members from redeeming their stock. In this Action, Plaintiffs sought an award of damages to themselves and the Class, and/or injunctive relief and/or corresponding declaratory relief.

5. The Settling Defendants have denied and continue to deny, *inter alia*, that they have engaged in any wrongdoing, liability, or any alleged violations asserted or in connection with the Action, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to Atlas Crest stockholders, that Defendants have aided and abetted any breach of any duty owed to Atlas Crest stockholders, that the Merger was not entirely fair to, or in the best interests of, Atlas Crest stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiffs and/or the Class, and/or that Defendants were unjustly enriched in the Merger. Each of the Settling Defendants asserts that, at all relevant times, such Settling Defendant acted in good faith and in a manner believed to be in the best interests of Atlas Crest and all of its stockholders. Nevertheless, the Settling Defendants have determined to enter into the Settlement and the Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to put the Released Plaintiffs' Claims to rest, finally and forever.

FACTUAL BACKGROUND

6. On August 26, 2020, Atlas Crest, a special purpose acquisition company, was incorporated in Delaware.

7. On October 30, 2020, Atlas Crest completed its initial public offering ("IPO") of 50,000,000 units that were sold to public investors ("Public Units"), at a price of \$10.00 per unit, raising gross proceeds totaling \$500 million. Each Public Unit consisted of one share of Atlas Crest Class A common stock ("Common Stock"), and one-third of one whole Atlas Crest public warrant. Each whole public warrant entitled the warrant-holder to purchase one share of Atlas Crest Class A Common Stock at a price of \$11.50 per share.

8. The funds raised in the IPO were placed and maintained in a trust account for the benefit of the Atlas Crest public stockholders, who had the right to redeem some or all of their shares of Common Stock at a per-share price, payable in

cash, equal to their pro rata share of the aggregate amount on deposit in the trust account upon the occurrence of certain events.

9. On February 10, 2021, Atlas Crest entered into a Business Combination Agreement with Legacy Archer, which was amended and restated on July 29, 2021, pursuant to which Atlas Crest would merge with Legacy Archer (the “Merger”).

10. On August 11, 2021, Atlas Crest filed with the U.S. Securities and Exchange Commission (the “SEC”) a definitive proxy statement and prospectus concerning the Merger (such proxy statement and together with any preliminary proxy filings, as well as any amendments or supplements thereto, the “Proxy”), which was mailed to Atlas Crest stockholders on or about August 12, 2021. The Proxy informed stockholders of a special meeting to be held on September 14, 2021 (the “Special Meeting”), at which Atlas Crest stockholders would vote whether to approve the Merger and related transactions. The Proxy also informed Atlas Crest stockholders that the deadline to redeem shares in connection with the Merger was two business days prior to the Special Meeting, i.e., September 10, 2021.

11. Before the Special Meeting, investors holding 24,239,307 shares of Atlas Crest Class A Common Stock exercised their right to redeem (the “Redeeming Stockholders”), representing approximately 48.5% of all Atlas Crest public shares.

12. On September 14, 2021, Atlas Crest stockholders voted to approve the Merger.

13. On September 16, 2021, the Merger closed (the “Closing”). Upon Closing, Atlas Crest was renamed Archer Aviation Inc. (“New Archer”).

14. On December 30, 2021, Atlas Crest Investment LLC (the “Sponsor”) filed a Certificate of Cancellation with the Delaware Secretary of State, which became effective on December 31, 2021 at 11:59 p.m.

15. By letter dated April 19, 2023, Plaintiff Kundapur demanded to inspect certain of New Archer’s books and records pursuant to 8 *Del. C.* § 220 concerning the Merger (the “Kundapur Section 220 Demand”).

16. By letter dated August 31, 2023, Plaintiff Singh demanded to inspect certain of New Archer’s books and records pursuant to 8 *Del. C.* § 220 concerning the Merger (the “Singh Section 220 Demand”).

17. By letter dated November 17, 2023, Plaintiff Wortman demanded to inspect certain of New Archer’s books and records pursuant to 8 *Del. C.* § 220 concerning the Merger (the “Wortman Section 220 Demand”) (together with the Kundapur Section 220 Demand and the Singh Section 220 Demand, the “Section 220 Demands”).

18. New Archer produced documents in response to the Section 220 Demands.

19. On May 17, 2024, Plaintiffs Singh and Kundapur, on behalf of themselves and other similarly situated Atlas Crest Class A stockholders, commenced an action captioned *Singh, et al. v. Atlas Crest Investment LLC, et al.*, C.A. No. 2024-0527-LWW, by filing a Verified Class Action Complaint (the “Singh Action”) (Trans. ID 73099081). The complaint filed in the *Singh Action* asserted claims against the Sponsor, Moelis, Spellacy, Pearlman, Fox, Murray, Todd Lemkin, Christopher Callesano, Taylor Rettig, Adam Goldstein, Brett Adcock, Moelis & Company LLC, Moelis & Company Group, LP, and New Archer (collectively, the “Singh Named Defendants”) for breach of fiduciary duties, aiding and abetting alleged breaches of fiduciary duties, and unjust enrichment in connection with the Merger.

20. On June 19, 2024 Plaintiff Wortman, on behalf of himself and other similarly situated Atlas Crest Class A stockholders, commenced an action captioned *Wortman v. Atlas Crest Investment LLC, et al.*, C.A. No. 2024-0665-LWW by filing a Verified Stockholder Class Action Complaint (the “Wortman Action”) (Trans. ID 73434756). The complaint filed in the *Wortman Action* asserted claims against the Sponsor, Moelis, Spellacy, Pearlman, Fox, Murray, Lemkin, Callesano, Goldstein, Adcock, Moelis & Company LLC, Moelis & Company Group, LP, New Archer, and Archer Aviation Operating Corp. (collectively, the “Wortman Named Defendants,” and collectively with the *Singh* Named Defendants, the “Named Defendants”) for breach of fiduciary duties, aiding and abetting alleged breaches of fiduciary duties, and unjust enrichment in connection with the Merger.

21. On July 23, 2024, the Court approved the Stipulation and Order for Consolidation and Appointment of Co-Lead Plaintiffs and Co-Lead Plaintiffs’ Counsel (Trans. ID 73771625), consolidating the *Singh Action* and the *Wortman Action* into the Action captioned as *In re Archer Aviation Inc. Stockholder Litigation*, appointing Plaintiffs as Co-Lead Plaintiffs, appointing Grant & Eisenhofer P.A. (“G&E”), Robbins LLP (“Robbins”), and Robbins Geller Rudman & Dowd LLP (“RGRD”) as Co-Lead Counsel, and appointing Levi & Korsinsky, LLP (“L&K”) as Additional Counsel, and designating the complaint filed in the *Singh Action* as the operative complaint (the “Complaint”).

22. On October 3, 2024, the Sponsor, Moelis, Spellacy, Callesano, Rettig, Goldstein, Moelis & Company LLC, Moelis & Company Group, LP, and New Archer filed their Motion to Dismiss the Complaint and their opening brief in support thereof (Trans. ID 74663981).

23. Also on October 3, 2024, Lemkin, Pearlman, Fox, and Murray filed the Outside Director Defendants’ Joinder and Motion to Dismiss (Trans. ID 74664231).

24. Also on October 3, 2024, Adcock filed his Motion to Dismiss and Joinder to the Defendants' Opening Brief in Support of Their Motion to Dismiss the Verified Complaint (Trans. ID 74661460).

25. On December 30, 2024, Plaintiffs, Callesano, and Rettig filed a Stipulation and [Proposed] Order to Dismiss Callesano and Rettig without prejudice and subject to a tolling of the statute of limitations (Trans. ID 75334551), which the Court granted on December 31, 2024 (Trans. ID 75346698).

26. On January 13, 2025, Plaintiffs filed their Answering Brief in Opposition to Defendants' Motions to Dismiss (Trans. ID 75421307).

27. On March 7, 2025, the Sponsor, Moelis, Spellacy, Goldstein, Moelis & Company LLC, Moelis & Company Group, LP, and New Archer filed their reply brief in support of their motion to dismiss (Trans. ID 75795185).

28. Also on March 7, 2025, Lemkin, Pearlman, Fox, and Murray filed the Outside Director Defendants' Joinder and Reply in Further Support of Motion to Dismiss (Trans. ID 75799110).

29. Also on March 7, 2025, Adcock filed Defendant Brett Adcock's Joinder to the Defendants' Reply Brief in Support of their Motion to Dismiss the Verified Class Action Complaint (Trans. ID 75791960).

30. On April 17, 2025, the Court held oral argument on the motions to dismiss.

31. On July 21, 2025, the Court issued a bench ruling via teleconference, granting in part and denying in part the motions to dismiss, including dismissing with prejudice Plaintiffs' claims against Lemkin, Goldstein, Adcock, Moelis & Company LLC, Moelis & Company Group, LP, and New Archer (Trans. IDs 76756409; 76706416; 76706483; 76706506).

32. On September 5, 2025, Defendants filed their Answers to the Complaint (Trans. IDs 77010367; 77005169).

33. On December 5, 2025, the Court entered a Stipulation and Order Governing Case Schedule (Trans. ID 77932602).

34. On December 18, 2025, the Court entered a Stipulation and Order for the Production and Exchange of Confidential and Highly Confidential Information (Trans. ID 78031828).

35. Prior to and following the receipt of Defendants' Answers, Plaintiffs sought party and non-party discovery, including document requests, subpoenas, and interrogatories.

36. On June 4, 2026, the Settling Parties participated in a mediation session before David Murphy, Esq., of Phillips ADR Enterprises. Although the mediation session concluded without a settlement agreement, with the assistance of Mr. Murphy, the Settling Parties continued their arm's-length negotiations, and on June 5, 2026, the Settling Parties reached an agreement in principle to settle the Action after receiving and accepting a double-blind mediator's proposal.

37. On August 10, 2026, the Settling Parties entered into and executed the Stipulation. The definitive terms of which are reflected in the Stipulation, which can be viewed at www.AtlasCrestStockholderLitigation.com.

38. On August 31, 2026, the Court entered a Scheduling Order directing that this Notice of the Settlement be provided to potential Class Members, and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval of the Settlement.

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

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

All record and beneficial holders of Atlas Crest Class A Common Stock, who held such stock as of the Redemption Deadline (September 10, 2021), and who elected not to redeem all or some of their shares of Atlas Crest Class A Common Stock, including their successors-in-interest who obtained shares by operation of law, but excluding: (i) Defendants; (ii) members of the Immediate Family of any individual Defendant; (iii) any entity in which any Defendant or any other Excluded Person, or group of Excluded Persons, has, or had as of the Closing, a controlling interest; and (iv) the legal representatives, agents, heirs, estates, successors, or assigns of any such Excluded Persons.

PLEASE NOTE: The Class is a non-opt-out class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2). Accordingly, Class Members do not have the right to exclude themselves from the Class.

WHAT ARE THE TERMS OF THE SETTLEMENT?

40. In consideration of the settlement of Released Plaintiffs' Claims (defined in Paragraph 65 below) against Released Defendant Parties (defined in Paragraph 65 below), the Settling Defendants shall pay or cause to be paid the

Settlement Amount (\$15,000,000.00) into an interest-bearing escrow account for the benefit of the Class in accordance with the Stipulation. See Paragraphs 46-64 below for details about the distribution of the Settlement proceeds to Eligible Class Members.

41. Released Defendant Parties shall bear no personal responsibility for any payment in connection with the Stipulation or the Settlement.

WHAT ARE THE SETTLING PARTIES' REASONS FOR THE SETTLEMENT?

42. Based upon their investigation and prosecution of the Action, Plaintiffs and Plaintiffs' Counsel have concluded that while they believe that the claims they asserted have merit, the significant risks and uncertainties of further litigation outweigh the potential for recovery. In addition to the benefits of the Settlement for the Class, Plaintiffs and Plaintiffs' Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) the inherent hurdle of proving liability and damages associated with, and the strength of defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; and (vi) the conclusion of Plaintiffs and Plaintiffs' Counsel that the terms and conditions of the Settlement and the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth therein. The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiffs of any infirmity in the claims asserted in the Action.

43. Based on Plaintiffs' Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiffs' Counsel believes that the Settlement set forth in the Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon their direct oversight of the prosecution of this Action, as well as evaluation and input from Plaintiffs' Counsel, Plaintiffs have determined that the Settlement is in the best interests of the Class and have agreed to the terms and conditions set forth in the Stipulation.

44. The Settling Defendants have denied and continue to deny, *inter alia*, that they have engaged in any wrongdoing, liability, or any alleged violations asserted or in connection with the Action, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any

duty owed to Atlas Crest stockholders, that Defendants have aided and abetted any breach of any duty owed to Atlas Crest stockholders, that the Merger was not entirely fair to, or in the best interests of, Atlas Crest stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiffs and/or the Class, and/or that Defendants were unjustly enriched in the Merger. Each of the Settling Defendants asserts that, at all relevant times, such Settling Defendant acted in good faith and in a manner believed to be in the best interests of Atlas Crest and all of its stockholders.

45. Nevertheless, the Settling Defendants have determined to enter into the Settlement and the Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to put the Released Plaintiffs' Claims (defined in Paragraph 65, below) to rest, finally and forever. Neither the Stipulation, the Settlement, or the negotiations leading to the execution of the Stipulation or Settlement, nor any proceedings taken pursuant to or in connection with the Stipulation and/or approval of the Settlement shall be deemed or argued to be evidence of, or to constitute any presumption, admission, or concession by any Settling Defendant or any of the other Released Defendant Parties, as to (i) the truth of any fact alleged by Plaintiffs; (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other proceeding; (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any other proceeding; or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies.

WILL I RECEIVE A PAYMENT FROM THE SETTLEMENT? HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE? HOW WILL I RECEIVE MY PAYMENT?

46. As stated above, the Settlement Amount will be deposited into an interest-bearing escrow account for the benefit of the Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the Net Settlement Fund (that is, the Settlement Amount plus any interest accrued thereon after its deposit in the Escrow Account less: (i) any Taxes or Tax Expenses, (ii) any Notice and Administration Costs, (iii) any Fee and Expense Award awarded by the Court, and (iv) any other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

47. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any

petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

48. The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the Settlement Website: www.AtlasCrestStockholderLitigation.com.

PROPOSED PLAN OF ALLOCATION

49. If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to Eligible Class Members who timely submit a valid “Proof of Claim” (attached hereto) to the Settlement Administrator in accordance with this proposed Plan of Allocation or such other plan of allocation as the Court may approve. Eligible Class Members who do not timely submit a valid Proof of Claim may not be entitled to any distributions from the Net Settlement Fund but will otherwise be bound by the Settlement. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement Website: www.AtlasCrestStockholderLitigation.com.

50. The objective of the Plan of Allocation is to distribute the Net Settlement Fund equitably among those Eligible Class Members who suffered economic losses as a result of the alleged wrongdoing. The Plan of Allocation is not a formal damages analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Eligible Class Members might have been able to recover after a trial. Nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Eligible Class Members under the Settlement. The computations under the Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Eligible Class Members against one another for the purpose of making *pro rata* allocations of the Net Settlement Fund. The formulas below are intended solely for purposes of this Plan of Allocation and cannot and should not be binding on Plaintiffs or any Class Member for any other purpose.

51. Pursuant to Rule 23 of the Court of Chancery of the State of Delaware, Class Members are all record and beneficial holders of Atlas Crest Investment Corp. Class A Common Stock who held such stock as of the Redemption Deadline, and who elected not to redeem all or some of their shares of Atlas Crest Class A Common Stock, including their successors-in-interest who obtained shares by operation of

law, but excluding: (i) Defendants; (ii) members of the Immediate Family of any individual Defendant; (iii) any entity in which any Defendant or any other Excluded Person, or group of Excluded Persons, has, or had as of the Closing, a controlling interest; and (iv) the legal representatives, agents, heirs, estates, successors, or assigns of any such Excluded Persons.

52. Eligible Class Members are those Class Members who held Atlas Crest Class A Common Stock immediately after the Redemption Deadline, i.e., September 10, 2021, that were not submitted for redemption in connection with the Merger.

CALCULATION OF TOTAL LOSS

53. Based on the formulas set forth below, a “Total Loss” will be calculated for each Eligible Share that is listed in the Proof of Claim and for which adequate documentation is provided to the Settlement Administrator, as follows:

a. The Total Loss for each Eligible Share sold after the close of trading on September 10, 2021 and prior to the close of trading on May 16, 2024 for less than \$10.00 (the “Redemption Price”) shall be the Redemption Price minus the sale price, plus the Nominal Amount (as defined below).

b. The Total Loss for each Eligible Share sold at a price of \$10.00 or greater shall be zero, plus the Nominal Amount (as defined below).

c. The Total Loss for each Eligible Share that was held as of the close of trading on May 16, 2024, shall be \$6.19 per share, calculated as the Redemption Price of \$10.00 minus \$3.81 (the closing stock price of New Archer Common Stock on May 16, 2024, rounded to the cent), plus the Nominal Amount (as defined below).

d. The Nominal Amount shall be \$0.10 per share for each Eligible Share.

For the avoidance of doubt, there will be no Total Loss calculated for any share of Atlas Crest Class A Common Stock redeemed in connection with the Merger. To the extent that the calculation of an Eligible Class Member’s Total Loss results in a negative number, that number shall be set to zero.

The Net Settlement Fund shall be distributed to Eligible Class Members on a *pro rata* basis based on the relative size of the Eligible Class Member’s Total Losses. Specifically, a “Claimed Distribution Amount” will be calculated for each Eligible Class Member, which will be the sum of the Eligible Class Member’s Total Losses divided by the combined Total Loss for all Eligible Class Members, multiplied by the total amount in the Net Settlement Fund. If the Eligible Class Member’s Claimed Distribution Amount calculates to less than \$10.00, it will not be included in the

calculation, and no distribution will be made to that Eligible Class Member; however, they will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action.

54. If the sum total of Total Losses of all Eligible Class Members who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Eligible Class Member shall receive their *pro rata* share of the Net Settlement Fund. If the Net Settlement Fund exceeds the sum total amount of the Total Losses of all Eligible Class Members entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed *pro rata* to all Eligible Class Members entitled to receive payment. The Settling Defendants shall not have a reversionary interest in the Net Settlement Fund.

ADDITIONAL PROVISIONS

55. Any transaction in common stock executed outside regular trading hours for the U.S. financial market shall be deemed to have occurred during the next trading session.

56. All purchases, acquisitions, and sales shall exclude any fees, taxes, and commissions.

57. Purchases, acquisitions, and sales of Eligible Shares shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance, or operation of law of Eligible Shares shall not be deemed a purchase, acquisition, or sale of these Eligible Shares for the calculation of Total Loss, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such Eligible Shares unless: (i) the donor or decedent purchased or otherwise acquired such Eligible Shares; (ii) no Proof of Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such Eligible Shares; and (iii) it is specifically so provided in the instrument of gift or assignment.

58. The date of covering a “short sale” is deemed to be the date of purchase or acquisition of Eligible Shares. The date of a “short sale” is deemed to be the date of sale of the Eligible Shares. Under the Plan of Allocation, however, the Total Loss on “short sales” is zero and the Total Loss on any portion of a purchase or acquisition that matches against (or “covers”) a “short sale” is zero. The Total Loss on a “short sale” that is not covered by a purchase or acquisition is also zero.

59. The Eligible Shares are the only security eligible for recovery under the Plan of Allocation. Option contracts are not securities eligible to participate in the Settlement. With respect to Eligible Shares purchased or sold through the exercise

of an option, the purchase/sale date of the Eligible Shares is the exercise date of the option and the purchase/sale price of the Eligible Shares is the exercise price of the option.

60. Distributions will be made to Eligible Class Members pursuant to this Plan of Allocation after all claims have been processed and after the Court has finally approved the Settlement.

61. In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (i.e., more than six months from the check's issue date), the following procedures shall govern:

a. The Settlement Administrator, in consultation with brokers or other nominees as appropriate, shall use reasonable efforts to locate the Eligible Class Members and reattempt distribution.

b. If after completion of such follow-up efforts \$50,000 or more remains in the Net Settlement Fund, the Settlement Administrator shall conduct pro rata redistributions of the remaining funds to Eligible Class Members who cashed their initial distributions and who would receive at least \$10.00 from such redistribution until the remaining balance is under \$50,000.

c. At such time as the remaining balance in the Net Settlement Fund is less than \$50,000, the remaining funds shall be distributed to the Delaware Combined Campaign for Justice, P.O. Box 2113, Wilmington, Delaware 19899, a 501(c)(3) charitable organization.

62. Payment pursuant to the Plan of Allocation or such other plan as may be approved by the Court for this Settlement shall be conclusive against all Eligible Class Members. No person shall have any claim against Plaintiffs, Plaintiffs' Counsel, any Plaintiffs' expert, the Settling Defendants or any Released Defendant Parties, Defendants' Counsel, any of the other Eligible Class Members, or the Settlement Administrator or other agent designated by Plaintiffs' Counsel, arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further orders of the Court. **Plaintiffs, Plaintiffs' Counsel, the Settling Defendants, Defendants' Counsel, and all other Released Parties shall have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any Proof of Claim or nonperformance of the Settlement Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.**

63. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Eligible Class Member or claimant.

64. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Proof of Claim.

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

65. If the Settlement is approved, the Court will enter an Order and Final Judgment (the “Order and Final Judgment”). Pursuant to the Order and Final Judgment, the claims asserted against Defendants in the Action will be dismissed with prejudice, and the following releases will occur:

a. **Release of Claims by Plaintiffs and the Class:** Upon the Effective Date, Released Plaintiff Parties shall have fully, finally, and forever released, settled, and discharged Released Defendant Parties from and with respect to every one of Released Plaintiffs’ Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiffs’ Claims against any Released Defendant Parties.

“Released Defendant Parties” means the Named Defendants, New Archer, and Legacy Archer, as well as any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, committees, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, Immediate Family members, beneficiaries, estates, administrators, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, insurers, and reinsurers, and any entity under their control.

“Released Plaintiffs’ Claims” means any and all actions, causes of action, demands, losses, rights, duties, obligations, debts, sums of money, suits, contracts, covenants, controversies, agreements, judgments, matters, issues, promises, contributions, indemnities, damages and liabilities of every nature and description, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, accrued or unaccrued, contingent or non-contingent, asserted or unasserted, liquidated or unliquidated, secured or unsecured, matured or unmatured, suspected or unsuspected, disputed or undisputed, direct or indirect, choate or inchoate, fixed, contingent, pending

or threatened, reduced to judgment or otherwise, whether arising under federal, state, common or foreign law, whether based in contract, tort, statute, law, equity or otherwise, that Plaintiffs, any other Class Member, or any other Released Plaintiff Party, individually or on behalf of the Class, (i) asserted in the Action or (ii) could have alleged, asserted, set forth, or claimed in the Action or in any other forum, including any state, federal or other court, that (a) in full or in part, concern, relate to, arise out of, or are in any way connected to the claims, allegations, transactions, acts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act alleged, set forth, referred to, or involved in the Action, and (b) arise out of, are based upon, relate directly or indirectly to, or concern the rights of, duties owed to, and/or ownership of Atlas Crest Class A Common Stock as of the Redemption Deadline, including, but not limited to, any claims related to (1) the Merger, (2) the Proxy, (3) any other disclosures relating to or concerning the Merger, Atlas Crest, or Legacy Archer, (4) the alleged impairment of Atlas Crest stockholders' redemption rights, or (5) the control or participation of any Released Defendant Parties with respect to any of the foregoing. For the avoidance of doubt, Released Plaintiffs' Claims include Unknown Claims. For the further avoidance of doubt, Released Plaintiffs' Claims shall not include any claims relating to the enforcement of the Stipulation.

"Released Plaintiff Parties" means Plaintiffs and each and every other Class Member, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, representatives, trustees, executors, administrators, estates, heirs, agents, assigns and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under or through, any of them, and each of them, including Plaintiffs' Counsel, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns.

"Unknown Claims" means any Released Claims which any releasing Person does not know or suspect to exist at the time of the release of such claims, which if known by him, her, them, or it, might have affected his, her, their, or its decision(s) with respect to the Settlement.

b. Release of Claims by the Settling Defendants: Upon the Effective Date, Released Defendant Parties shall have fully, finally, and forever released, settled, and discharged Released Plaintiff Parties from and with respect to every one of Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Defendants' Claims against any Released Plaintiff Parties.

“Released Defendants’ Claims” means any and all actions, causes of action, demands, losses, rights, duties, obligations, debts, sums of money, suits, contracts, covenants, controversies, agreements, judgments, matters, issues, promises, contributions, indemnities, damages and liabilities of every nature and description, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, accrued or unaccrued, contingent or non-contingent, asserted or unasserted, liquidated or unliquidated, secured or unsecured, matured or unmatured, suspected or unsuspected, disputed or undisputed, direct or indirect, choate or inchoate, fixed, contingent, pending or threatened, reduced to judgment or otherwise, whether arising under federal, state, common or foreign law, whether based in contract, tort, statute, law, equity or otherwise, that the Settling Defendants, any other Released Defendant Party, or any of their respective successors and assigns could have asserted against the Released Plaintiff Parties and Plaintiffs’ Counsel that arise out of or relate in any way to the investigation, institution, prosecution, settlement, or dismissal of the claims asserted in the Action, except for claims to enforce the Stipulation or Settlement. For the avoidance of doubt, Released Defendants’ Claims include Unknown Claims. For the further avoidance of doubt, Released Defendants’ Claims do not include any claims that Defendants may have against their respective insurers, co-insurers, reinsurers, or indemnitors.

66. By Order of the Court, pending final approval of the Settlement, all proceedings in the Action, except for those related to the Settlement, have been stayed and suspended, and Plaintiffs and all other Class Members, and anyone acting or purporting to act on behalf of, in the stead of, as a representative of, or derivatively for, any Class Member, are barred and enjoined from asserting, commencing, pursuing, prosecuting, assisting, instigating, maintaining, or in any way participating in any action asserting any of the Released Plaintiffs’ Claims against any Released Defendant Parties.

HOW WILL CLASS COUNSEL BE PAID?

67. Plaintiffs’ Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have Plaintiffs’ Counsel been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiffs’ Counsel will apply to the Court for an award of fees and expenses to be paid from the Settlement Fund and approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys’ fees or expenses that have been, could be, or could have been asserted by Plaintiffs’

Counsel or any other counsel for any Class Member (the “Fee and Expense Award”). Plaintiffs’ Counsel will seek a Fee and Expense Award consisting of attorneys’ fees in an amount not to exceed 20% of the Settlement Amount, plus an award of expenses incurred in connection with the Action. The Court will determine the amount of the Fee and Expense Award. The Fee and Expense Award will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. Class Members are not personally liable for any such fees or expenses. Plaintiffs’ Counsel may apply to the Court for a service award not to exceed \$2,500 to each of the Plaintiffs, payable out of any Fee and Expense Award.

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

68. Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the Settlement Hearing. Class Members can recover from the Settlement without attending the Settlement Hearing.

PLEASE NOTE: The date and time of the Settlement Hearing may change without further written notice to Class Members. In addition, the Court may decide to conduct the Settlement Hearing remotely by telephone or videoconference, or otherwise allow Class Members to appear at the hearing remotely by phone or video, without further written notice to Class Members. **To determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate remotely by phone or video, it is important that you monitor the Court’s docket and the Settlement Website, www.AtlasCrestStockholderLitigation.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing, or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement Website, www.AtlasCrestStockholderLitigation.com. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing remotely by telephone or videoconference, the information needed to access the conference will be posted to the Settlement Website, www.AtlasCrestStockholderLitigation.com.**

69. The Settlement Hearing will be held on December 3, 2026, at 11:00 a.m., before The Honorable Lori W. Will, Vice Chancellor, either in person at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center,

500 North King Street, Wilmington, Delaware 19801, or remotely by telephone or videoconference (in the discretion of the Court), to, among other things: (i) determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiffs and Plaintiffs' Counsel have adequately represented the Class, and whether Plaintiffs should be finally appointed as Class representatives for the Class and Plaintiffs' Counsel should be finally appointed as counsel for the Class; (iii) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iv) determine whether the Action should be dismissed with prejudice and the Releases provided under the Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered; (vi) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vii) determine whether and in what amount any Fee and Expense Award should be paid to Plaintiffs' Counsel out of the Settlement Fund and whether and in what amount any service award to the Plaintiffs should be paid out of the Fee and Expense Award; (viii) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's application for any Fee and Expense Award; and (ix) consider any other matters that may properly be brought before the Court in connection with the Settlement.

70. Any Class Member may file a written objection to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's application for the Fee and Expense Award (an "Objector"), if the Class Member has any cause why the proposed Settlement, Plan of Allocation, and/or the application for the Fee and Expense Award should not be approved; provided, however, that, unless otherwise directed by the Court for good cause shown, no Objector shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, the Plan of Allocation, and/or the application for the Fee and Expense Award unless that person or entity has filed a written objection with the Register in Chancery, Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, and served (electronically by File & ServeXpress, by hand, by first class U.S. mail, or by express service) copies of the objection upon each of the following counsel at the following mailing addresses such that it is ***received no later than November 17, 2026***, with copies also emailed to the following counsel:

PLAINTIFFS' COUNSEL	
Rebecca A. Musarra GRANT & EISENHOFER P.A. 123 Justison Street Wilmington, DE 19801 rmusarra@gelaw.com Erik W. Luedeke ROBBINS GELLER RUDMAN & DOWD LLP 655 W. Broadway, Suite 1900 San Diego, CA 92101 eluedeke@rgrdlaw.com	Gregory E. Del Gaizo ROBBINS LLP 5060 Shoreham Place, Suite 300 San Diego, CA 92122 gdelgaizo@robbinsllp.com
SETTLING DEFENDANTS' COUNSEL	
Daniel Mason PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP 1313 North Market St., Suite 806 Wilmington, DE 19801 dmason@paulweiss.com	S. Michael Sirkin ROSS ARONSTAM & MORITZ LLP 1313 North Market St., Suite 1001 Wilmington, DE 19801 msirkin@ramllp.com

71. Any objections must: (i) identify the case name and civil action number, “*In re Archer Aviation Inc. Stockholder Litigation*, Consol. C.A. No. 2024-0527-LWW”; (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (iii) be signed by the Objector; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention, and if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the Settlement Hearing; and (v) include documentation sufficient to prove that the Objector is a member of the Class. Documentation establishing that an Objector is a member of the Class must consist of copies of monthly brokerage account statements or an authorized statement from the Objector’s broker containing the transactional and holding information found in an account statement. Plaintiffs’ Counsel may request that the Objector submit additional information or documentation sufficient to prove that the Objector is a Class Member.

72. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

73. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiffs' Counsel and Defendants' Counsel at the mailing and email addresses set forth in Paragraph 70 above so that the notice is ***received on or before November 18, 2026.***

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

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

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

76. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801. Additionally, copies of the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement Website, www.AtlasCrestStockholderLitigation.com. If you have questions regarding the Settlement, you may contact the Settlement Administrator: Atlas Crest Stockholder Litigation, c/o JND Legal Administration, P.O. Box 91241, Seattle, WA 98111; by telephone at 1-888-964-1158; or by email at info@AtlasCrestStockholderLitigation.com. You may also contact Plaintiffs' Counsel:

Rebecca A. Musarra, Esq., Grant & Eisenhofer P.A., 123 Justison Street, Wilmington, DE 19801, (302) 622-7000, rmusarra@gelaw.com.

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

77. If you are a broker or other nominee that held Atlas Crest Class A Common Stock as of the Redemption Deadline for the beneficial interest of persons or entities other than yourself, you are requested, within seven (7) calendar days of receipt of this Notice, to either: (i) request from the Settlement Administrator sufficient copies of this Notice and the Proof of Claim (together with the Notice, the “Notice Package”) to forward to all such beneficial owners, and within seven (7) calendar days of receipt of those Notice Packages, forward them to all such beneficial owners; or (ii) provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator at: Atlas Crest Stockholder Litigation, c/o JND Legal Administration, P.O. Box 91241, Seattle, WA 98111; by telephone at 1-888-964-1158; or by email at AANSecurities@AtlasCrestStockholderLitigation.com. If you choose the second option, the Settlement Administrator will send a copy of the Notice Package to the beneficial owners.

78. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. Reasonable expenses actually incurred in connection with the foregoing include up to \$0.03 per record for providing names, addresses, and, if available, email addresses to the Settlement Administrator, up to a maximum of \$0.03 per Notice mailed by you, plus postage at the rate used by the Settlement Administrator, or \$0.03 per Notice sent by email. A copy of this Notice may also be obtained from the Settlement Website, www.AtlasCrestStockholderLitigation.com, by calling the Settlement Administrator at 1-888-964-1158, or by emailing the Settlement Administrator at AANSecurities@AtlasCrestStockholderLitigation.com.

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

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

Dated: October 2, 2026

Questions? Visit www.AtlasCrestStockholderLitigation.com or call toll-free at 1-888-964-1158